



## **BUSINESS CONDITIONS**

## **TERMS**

## **AND**

## **GENERAL CONDITIONS**

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### **I. General definitions**

#### **(1) Scope of Application**

General Business Conditions govern the entire business relationship between the customer and ProCredit Bank (hereinafter referred as "the Bank"). In addition, particular business relations are governed by Special Conditions or Agreements. These General Business Conditions are agreed with the customer when the account is opened, the product is enabled, or an order is given. The terms and conditions of banking products and services are in accordance with Regulation no. 59 dated 29.08.2008 of the Bank of Albania "On transparency for banking and financial products and services", as amended, and other regulations of the Bank of Albania.

#### **(2) Amendments**

Any amendments to these Business Terms and Conditions will be notified to the Customer no later than 15 days before the amendments become effective, through:

- durable medium of communication (in writing by electronic tools to the electronic address without excluding any communication channel, including the notifications through the banking service with internet e-banking and mobile-banking); or
- telephonic messages; or
- on the mobile number provided by the Customer (including any form or

communication platform offered through the mobile number); and in their absence

- by mail to the postal address given above by the Customer as well as by making them public on the Bank's official website as well as in the public premises of the bank or by forms of massive communication.

The amendments shall be deemed to have been approved, unless the Customer submits written disapproval. The Customer's remarks must be made known to the Bank within a period of 15 days from the notification of the amendment and changes.

The customer is obliged to provide the Bank with the phone number and correct and complete addresses (residential address, e-mail address) whenever there are changes to them. The Client is obliged to provide the Bank with the correct and complete telephone number and addresses (residential address, e-mail address) whenever there are any changes.

### **II. Banking secrecy and disclosure of banking affairs**

#### **(1) Banking secrecy**

The Bank has the duty to maintain secrecy on the entire personal data and those related to agreements between the customer and the Bank, or any customer-related facts and evaluations of which it may have knowledge (Banking secrecy).

The Bank may only disclose information concerning the customer if:

a. the information is required by authorities which are legally entitled to do so.

b. the customer has consented thereto and authorizes the Bank to disclose banking affairs.

c. to its customers and only for the banking information of the requesting customer itself.

#### **(2) Disclosure of banking affairs**

Any disclosure of details of banking affairs comprises statements and comments of a general nature concerning the economic status, the creditworthiness and solvency of the customer.

#### **(3) Authorization for processing and transfer of customer personal data**

The Client is aware that his personal or financial data declared to the bank, throughout the relationship with ProCredit Bank, may be transferred for the realization of the services provided by the bank to the client, including the processing of the application for a loan and other financial products and services, as a result of the transfer of some banking services to the company Quipu GmbH in Germany and to ProCredit Bank in the Republic of Kosovo. For this reason, the transfer will be carried out in accordance with Law No. 124 dated 19.12.2024 "On the Protection of Personal Data", as well as sub legal acts based on this law.

The Client gives his consent with full and free will to the processing, administration, transmission and transfer of these data, being fully aware of the reason why the data will be processed throughout the

duration of the relationship with the bank and according to the terms and deadlines set out in the legislation in force for the protection of personal data. This authorization is also valid for third parties inside and outside the country such as: correspondent bank, beneficiary bank, intermediary operators, etc. who perform such services, within the framework of the services provided by the Bank in accordance with the terms of the relevant contracts and the general business conditions, including countries that do not have an adequate level of personal data protection.

The Client gives his consent with full and free will for the bank to carry out the process of verification and identification of him remotely also through the use of information technology tools. The Client agrees and gives his consent for this process to be carried out both by the bank itself and by contracting third parties licensed to perform these services, in accordance with local and European Union legislation. The Client is informed and at the same time gives his full consent that his personal data may be used, processed, administered without restriction by these entities in the framework of the provision of their services as qualified and trusted electronic service providers, by rigorously implementing the bank's privacy policies as well as the provisions found in the legislation on the protection of personal data. The client agrees that the bank may deliver financial services/products to him/her also through the postal

service company contracted by the bank, which operates in accordance with the laws in force in the Republic of Albania.

**(4) Authorization for direct marketing**  
The Client gives his consent to the bank to process and transfer his data for the purpose of direct marketing and he is aware that this consent may be withdrawn at any time by notifying the bank. The Client gives his consent with full and free will to the bank and third parties, to control, process, transfer of his personal data, for this purpose, or for the purposes of credit risk assessment, environmental risk assessment, market studies, research, surveys/analysis, promotion of products and services, bank events, etc., in accordance with Law No. 124, dated 19.12.2024 "On the protection of personal data", as well as sub legal acts in accordance with this law.

**(5) Statements of the bank about storage of personal data**

The Bank stores, manages and processes personal data in accordance with Law No. 124 dated 19.12.2024 "On the Protection of Personal Data", as well as sub legal acts based on this law.

The Bank is committed to the protection of personal data within its premises and system; The Bank guarantees that the Bank's employees and companies that provide services to the Bank are obliged to maintain confidentiality in accordance with the provisions of the Law on the Protection of Personal

Data and with the principles of data protection. The Bank declares that the client's data will not be used for purposes other than the data that is to be used at the time of their collection or purposes related to the provision of banking products and services directly by it or through the postal service company as well as other third parties contracted by the Bank and that are licensed to perform the relevant services, in accordance with local and European Union legislation. This also includes entities that perform outsourced services for the Bank, such as: remote identification and verification based on the applicable EU and Albanian legislation in force in our country.

If there is a legal or regulatory obligation from public authorities and other institutions (such as the Bank of Albania, the Tax Directorate, Local and Central Tax Institutions, the Customs Directorate, the Financial Intelligence Agency, the Deposit Insurance Agency, the Private and Public Bailiff Service, the Court, the Prosecutor's Office, Police Bodies, etc.), the Bank allows the use, processing, and administration of customer data by these institutions. These institutions also include ProCredit group members, their external auditors, the Bank's External Auditors or other entities that are part of the ProCredit financial group based in Germany. The client is aware that certain personal data must be transferred to the mother company of the Bank headquartered in the Federal Republic of Germany for consolidated reporting and risk

management purposes, but not limited to them. These institutions are allowed to use the data to the extent necessary and in any case in accordance with the requirements of specific laws.

The client agrees that the Bank may share data relating to such business client and its business relationship with the Bank with other members of the ProCredit Group located abroad in order to identify business opportunities, unless such business client opted out of marketing.

In the context of Open Banking implementation, our bank can share your personal and financial data with authorized third parties licenced by Bank of Albania, with your clear and documented consent. The bank is not responsible for the further use of data by these third parties, except in cases where an action is the result of negligence or violation by the bank. The client is responsible for verifying the authenticity and licensing of third parties with whom he decides to share data.

In case the Bank will process/transmit/transfer data for purposes other than fulfilling the terms and conditions for providing financial/banking services according to this document, the Bank must obtain the Client's consent according to the requirements of the legal and sub-legal acts in force.

The Bank respects the principle of using data for specific and clearly defined purposes and consequently collects, processes, uses and stores the Client's data only for the purposes

of providing and fulfilling financial/banking services to him.

The Bank declares that the Client has the right to obtain information and written documents at any time regarding his data stored by the Bank without stating the reasons and free of charge. The Bank, upon the Client's request, may at any time delete all his personal data collected by the Bank, correct or update them in accordance with the legislation in force. The Bank is also available to the Client at any time for any further questions on data protection and on how the Bank processes the Client's data and who processes this data.

### **III. Liability of the Bank**

(1) Orders passed on other banks participating in the payment system If the content of an order is such that the Bank entrusts another participating bank with its further execution, then the Bank executes the order by transferring it to the other participating bank in its own name. In such cases, the Bank's obligation shall be limited to:

- receiving from the ordering Client complete and accurate information under the conditions set out in national, international or internal banking regulations, filling in this information in the relevant forms and confirming this information by the ordering Client by signing this form.
- selection of the other participating bank and careful instruction for the execution of the order.

(2) Force majeure

The Bank is not liable for losses incurred as a result of delay or failure to fulfill its obligations due to force majeure, riots, wars or natural phenomena, or for other events under force majeure conditions (e.g. strikes, extraordinary events, serious system failures, administrative acts of high domestic or foreign authorities).

### **IV. Right of disposal upon the death of the customer**

Upon the death of the customer, the Bank will allow the transfer of the amounts in favor of the heirs based on the decision of the notary office or the court to issue a certificate of inheritance. If the Bank requests it, any document in a foreign language must be submitted legalized and translated into Albanian. Upon the death of the Client who is the holder of an account with an authorized person, the rights of the authorized person to act on the account also end. The Bank is obliged to refuse to perform actions by the Authorized Person from the moment of becoming aware of the Client's death.

### **V. Collateral**

- a) The Bank shall have the right to request from the Client the provision of the relevant collateral for all claims arising under the business relationship within a certain period, even if the obligations are conditional, deferred or have not yet become due.
- b) The Client is obliged to ensure the fulfilment of his obligations towards the Bank through guarantees, which include the mortgage of real estate or other guarantees in the manner agreed between the parties, in

accordance with the special agreements concluded for this purpose.

c) Securing the loan through the placement of a mortgage on real estate can be done both on the Client's assets and on the assets of third parties. The Client / mortgagor, legally recognized as the owner of the property, must mortgage it free from any encumbrance or other obligation related to it. The Client / mortgagor is obliged not to sell or otherwise dispose of part or all of the assets or its rights over the assets.

d) The client/mortgagor shall not have the right to reduce the value of the mortgaged property, except to increase it. The bank shall have all the rights recognized by law over the mortgaged property in its favour, together with all current and future improvements, constructions and other additions made thereto.

e) The Bank shall have the right to require the Client to insure his collateral, as well as his life, against any risk in insurance companies licensed and recognized by the Financial Supervisory Authority and other regulatory authorities in the country. The Client shall accept that any compensation arising from the insurance contract shall pass to the Bank and that he shall have no right thereto. If there is no justified interest in keeping it as a guarantee, the Bank shall provide the Client with a declaration for the release of the collateral, upon the Client's request to the Bank for this purpose.

#### **VI. Applicable law**

Albanian law and national and international regulations governing

banking instruments and products shall apply to the business relationship between the customer and the Bank.

#### **VII. Keeping of Accounts. Periodic statements of current accounts**

(1) Issue of periodic statements  
The Client may at any time have access to financial statements and movements made in his account through the electronic platform on the Internet for Internet banking services (hereinafter, e-banking). In case the Client does not have such a platform, the Bank issues a periodic statement for each current account at the end of each calendar year, or in any other case at the request of the Client, according to the commissions applied in force in the terms of work at the Bank, thus clarifying the claims collected by both parties during this period (including interest and commissions imposed by the Bank).

(2) Time allowed for objections, approval by silence

Any objections that a customer may have regarding the incorrectness or incompleteness of an account statement or changes in the terms and conditions of the banking products he uses or changes in the costs and fees for these products must be submitted in writing no later than 10 business days from the receipt of such statement or notification. Failure to submit objections in a timely manner will be considered as tacit approval.

#### **VIII. Correction entries made by the Bank**

Corrective actions taken by the Bank for erroneous actions, carried out based on the information or request of the ordering Client.

a. Incorrect entries in the accounts held with the Bank due to inaccuracies in the information provided by the ordering Client (e.g. due to an incorrect account number) may be corrected by the Bank if the latter obtains the consent of the beneficiary client.

b. The ordering Client is recognized the right to request a reversal of the action ordered by him within the same business day when he has signed the order to perform the action with the Bank, through the e-banking platform, in case his account has not been debited. The Bank, during the performance of this corrective action (reversal) is not liable to third parties (beneficiaries of the amount to be affected and is not obliged to return the total amount if the beneficiary has a balance lower than the amount of the initial action that is requested to be corrected).

The Bank reserves the right to perform corrective actions on transactions (both debit and credit) for their full value and only for transactions that have occurred due to technical or human errors on the part of the Bank. These corrective actions do not require the approval of the Client whose account was credited or debited by the erroneous action due to the Bank's error. If more than 5 business days have passed, the Bank will notify the Client in advance of the corrective actions it will perform.

## **IX. Foreign currency transactions and risks inherent in foreign currency accounts**

(1) Credit entries for foreign currency transactions with the customer

If the Bank concludes a transaction with the customer under which it owes the provision of an amount in a foreign currency, it shall discharge its foreign currency obligation by crediting the account of the customer in the respective currency. Currencies that Bank concludes transactions

EURO/USD/CHF/GBP/CNY.

Only in cases when the client does not have an active account in the transaction currency and it is impossible to activate it within 48 hours; the Bank maintains the right to conclude the transaction in its active account in the account currency.

(2) Temporary limitation of performance by the Bank

The Bank's obligation to settle the foreign currency obligation shall be suspended to the extent and for as long as the Bank cannot or has limited access to the currency in which the foreign currency credit balance or obligation is denominated due to political events or measures in the country of the relevant currency. As long as these measures continue, the Bank is not obliged to operate in countries other than the country of this currency, in any other currency

(including the local currency) or to receive cash. The right of the Client and the Bank to extinguish mutual claims in this currency against each

other is not affected by the above rules.

(3) Money Laundering Prevention

In order to prevent the Bank from being used to launder money derived from illegal activities and for the financing of terrorism, ProCredit Bank implements and operates in accordance with Law No. 9917 dated 19.05.2008 "On the Prevention of Money Laundering and the Financing of Terrorism", as amended, Regulation No. 44 dated 10.06.2009 of the Bank of Albania on the Prevention of Money Laundering and the Financing of Terrorism, Law No. 157 dated 10.10.2003 "On Measures Against the Financing of Terrorism".

The Bank has the right to identify and verify the client and his data through identification documents at the time of establishing the business relationship as well as in all cases provided for by law.

The Bank shall have the right, in cases where it deems it reasonable, to request from the client the presentation of other identification/supplementary documents to fully verify the data submitted by the client. The Bank identifies the client every time he/she appears at the Bank's counters. The Bank has the right not to execute the Client's order to carry out financial transactions, if the Client's identification has not been fully completed.

Any national/international transaction shall be carried out only with countries and/or beneficiary clients that are not part of the international lists of countries or

persons subject to sanctions due to their position and role in supporting money laundering and the financing of terrorist activities. The Bank shall not be liable for the return of funds in the event that the transfer ordered by the client is not finalized and/or the client's funds are blocked in implementation of international sanctions imposed by the USA, OFAC, EU, etc. The bank is also not responsible for financial losses and other consequences that may occur to the client if he does not cooperate with the ordering bank / correspondent bank / beneficiary bank to provide the requested information and documents related to the ordered transfer.

## **X. Obligation of the Customer to cooperate**

(1) Amendment of Customer Personal Identification Data, Address, Shareholder Structure, The Powers of Attorney and other notifications to the Bank

The Clients shall immediately notify the Bank of any change in their personal identification data (name, patronymic, surname, date of birth), residential address and telephone number, e-mail address, business address. The Clients shall also undertake to notify the Bank within 3 business days of any change in their beneficial owners, as well as the termination or addition of any representation rights towards the Bank granted to a specific person (e.g. by power of attorney). This obligation to notify also exists when the representation rights are registered in a public register and any termination



or addition thereof is registered in that register. The Bank has the right not to allow the Client to perform any action on his/her account if the latter has not updated his/her data in the Bank, as requested by the Bank. In any case, the client must appear before the bank, when necessary, to confirm or update his data registered with the bank.

The clients undertake to notify the bank as soon as possible, but no later than 3 business days after its occurrence, of any significant event, social incident, accident at work related to health and safety or the environment, any accident or other circumstances that occurs in any place, plant, equipment or structure involved in the client's daily operations or that is in any way related to the implementation and / or functioning of the client's activity. This includes, but is not limited to, direct employees, contractors and subcontractors, that have a negative effect on the environment, health and general safety, including, without limitation, explosions, spills or accidents in the workplace resulting in death, serious or multiple injuries, major pollution or events that affect society and the surrounding environment. The notification shall specify in each case the nature of the incident, accident or circumstance created and the impact or effects arising or likely to arise from them, and the relevant measures to be taken, or plans to be followed, to address them and to prevent any similar event in the future.

The Client bears legal responsibility regarding the authenticity of the information or documentation he declares to the Bank. The documentation brought must be within the expiration/use period written on the document. The Client presents to the Bank the original documents (or recognized as original by a notary). In case the documentation was issued in a foreign country, it must be legalized/with an apostille stamp, as well as translated into Albanian.

#### (2) Clarity of orders

Orders of any kind must have clear content. Orders that are not clearly expressed or are incomplete may result in delays or inaccuracies/errors in execution. When giving orders to debit an account (e.g. transfer orders), the Client must ensure the correctness and full identification of the beneficiary by providing his name, surname, as well as the account number and the Bank code. Additions, confirmations or repetitions of orders must be specified and drafted as such. The Bank will use all its means to correct actions performed incorrectly due to incorrect information provided by the Client, but it bears no responsibility and is not charged with any obligation if the adjustment of the action is not carried out. The Client is obliged to submit to the Bank all the supporting documentation requested by the Bank for the performance of a transaction, especially deposits or various national or international transfers.

(3) Special reference to urgency when executing a transfer order.

If the Client believes that a transfer order requires immediate execution, the Client must notify the Bank of this fact specifically through the communication channels published on the Bank's official website.

(4) Examinations of and objections to notifications received from the Bank.

The Client must check the account statements, other statements, order execution supplements as well as information on expected payments and transactions ordered by him in terms of correctness and completeness and immediately, within the same business day, submit any remarks regarding them.

(5) Notifying the Bank in case of non-receipt of statements.

The Client must notify the Bank if he/she has not received any notices or forms that were expected to be received from the Bank. In this case, the Bank is obliged to respond to the Client within the deadlines specified in the form that the Client can obtain from the Bank, or on its website.

(6) Obligation executed in account.

In the event of a customer's obligation to the Bank, the Customer authorizes the Bank to debit all of his accounts and, in the event of a lack of balance, to transfer this obligation to a negative balance by applying an interest rate according to the Terms of Service in force at that time. The Bank shall notify the Customer in each case of the debiting and transfer to a debit balance of his obligation.

## **XI. Cost of banking services**

### **(1) Interest and commissions.**

Interest and commissions are reflected in the Terms of Service which are available at the Bank's Agencies and on the Bank's official website on the Internet. If a client uses a service listed there and if no separate agreement has been made between the Bank and the Client on this service, the interest and commissions of the Terms of Service will be applied. Commissions accumulated for banking services will be kept according to the currency of the service or the definitions in the Terms of Service. In case the account results without a positive balance on the day of keeping the commission, then this amount will be kept in the first account of the client that results with a positive balance at that moment or in the future or in the first credit that the client will benefit from in any account.

In cases where the client's banking products and services are blocked by third parties or by the bank, in compliance with requirements related to customer vigilance (e.g.: failure to update client data, lack of documentation, outstanding obligations to third parties or to the bank), the bank will continue to calculate and retain the relevant interests and commissions of these client products and services even after the block is imposed.

### **(2) Changes of interests and commissions**

The fees for services that the Client, in the context of business relations,

uses continuously (e.g. a current account) may change. In any case, the application of these changes will be carried out by notifying the Client in advance according to the notification methods provided for in the relevant Client-Bank agreements or in one of the forms selected by the bank as a means of notification: individually, in writing via electronic means of communication, by posting notices or brochures on the bank's premises or on the bank's official website on the Internet, by means of mass communication. The Bank settles the obligations that the Client has towards it in the case of insufficient balances in the relevant account by using the funds in all available accounts of the Client.

### **(3) Additional expenses**

The Client shall pay or reimburse all expenses incurred by the Bank when it implements instructions or acts in the interest of the Client (in particular, postal expenses, commissions to third parties for the benefit of products or services performed according to his order), or applicable commissions as a result of requests from state authorities such as tax and enforcement bodies which require the blocking and/or execution of funds in the Client's account.

## **XII. Circulation and processing of banknotes in the Bank**

Based on the legislation in force, the Bank has the right to confiscate banknotes/coins suspected of being counterfeit or intentionally damaged (double series) resulting from cash deposits made at ATMs, Drop boxes, or at the Bank's counters. The

confiscated banknotes are submitted for further expertise to the National Analysis Centre at the Bank of Albania. The Client may request a copy of the expertise within a period of 50 days from the moment of confiscation to receive a final answer for the confiscated banknote.

If the expertise proves the money to be authentic (valid), the Client will be notified by the Bank, and the value of the money will be credited to his account.

If a domestic banknote (LEK) is found to exist over more than 50% of the surface of the banknote/coin, then it will be accepted against its face value. The Client will be immediately credited to his account for the total value of the money he presents.

If a domestic LEK banknote is found to have less than 50% of the surface of the banknote/coin, it cannot be accepted by the Bank at face value. The Client must communicate with the bank staff to follow the process and sign the necessary documentation to initiate a request to the Bank of Albania for reimbursement of funds.

The Bank does not accept foreign banknotes (EURO/USD) damaged in such a way that they call into question the validity of the banknote or are unsuitable for circulation.

## **XIII. Right of the Customer to termination**

The Client has the right to terminate the business relationship, in whole or in part, at any time, except in cases where a clause or termination deadline has been previously agreed

upon in separate agreements between the Bank and the Client.

#### **XIV. Right of the Bank to termination**

##### **(1) Notice based termination**

The Bank may terminate the business relationship entirely at any time, except in cases where a specific clause or termination deadline has been previously agreed upon in separate agreements between the Bank and the Client. The Bank reserves the right to terminate the service immediately for specific reasons, without explaining the reason for such a decision.

In cases of implementation of legal requirements related to vigilance towards its clients, the Bank reserves the right to close with notice certain products and services of the client, while leaving active / open some of his other products or services. For example: only the client's term deposit, savings account may be closed, but the client's debit card or current account may remain open.

#### **XV. Conditions to be met pursuant to the continuation of Customer relations with the Bank**

The Customer must hold at least one current account at the bank in which he should execute a transaction every three months.

#### **XVI. Execution venue and disputes settlement venue**

The place of execution for both parties shall be the Bank's head office in Tirana or, failing that, at the Bank's branches/service points open in the districts where the transaction is concluded. These General Business

Terms and Conditions have been drafted in Albanian and English. In the event of any discrepancy between the two versions, the Albanian version shall prevail.

#### **SPECIAL BUSINESS TERMS AND CONDITIONS**

The place of execution for both parties shall be the Bank's head office in Tirana or, failing that, at the Bank's branches/service points open in the districts where the transaction is concluded. These General Business Terms and Conditions have been drafted in Albanian and English. In the event of any discrepancy between the two versions, the Albanian version shall prevail.

#### **I. Current account and saving account**

The current account is a two-way account between the Bank and the account holder. The account is used as a means for all incoming payments to the Client (input/credit) and for all outgoing payments from the Client (output/debit). The Client can benefit from the current account only by being equipped with one of the service packages for Current Account and related products offered by the bank. In any case, the Client must also be equipped with the products, savings account, debit card and e-banking. Upon closing the current account, the related products are automatically closed.

Individual Client accounts are not allowed to be used for business purposes. All operations in the accounts of business Clients, as a natural person, trader or legal entity,

have the sole purpose of administering the relevant activity, and allow only operations for business purposes.

#### **II. Saving accounts**

##### **(1) Saving accounts**

Savings accounts serve as a means of accumulating funds through regular or irregular payments. They are not used to conduct business operations or for payment transactions.

#### **III. Time deposits**

##### **(1) Maturity term/Duration of Deposits**

The duration of the deposit begins on the day the deposit amount is credited to the time deposit account and ends on the exact day when the agreed deadline expires, or if this day is not a Bank's Business Day, on the next business day. The possible terms applicable for these products are set out in the Business Terms and Condition.

##### **(2) Availability/Closing of deposit account**

During the term of a fixed-term deposit agreement, neither deposits nor withdrawals are allowed on the principal of the deposit. In special cases, withdrawals before maturity are allowed. In these cases, interest/penalties for early closure of the deposit will be applied according to the terms and conditions in force. However, in no case will the principal of the deposit be affected, except in cases authorized by the client himself. Interest can also be withdrawn every month (e.g. Flex Deposits) or every three months (e.g.



Up Deposits), depending on the terms of the deposit.

Changes to the deposited amount and account closure are allowed only on the maturity date specified in the individual term deposit agreement and in cases previously agreed upon, referring to the provisions in the special agreements between the Bank and the Client. In the event of an order for the imposition of an executive seizure measure by the legally authorized bodies, the deposit is automatically closed, and the Bank is obliged to transfer a certain amount of the deposit to the account of these bodies, while the entire remaining amount is transferred to the client's current account. In these cases, interest/penalties for premature closure of the deposit will not be applied.

In cases where the client's term deposit is blocked by third parties or by the bank, in compliance with requirements related to customer vigilance (e.g.: failure to update client data, lack of documentation, outstanding obligations to third parties or to the bank), the bank is not responsible for the failure to renew the product, even though this option may have been selected in the contract for its opening. The bank is also not responsible for losses that may be caused by the failure to renew the product, under such conditions. In the case of fixed-term deposits through which the client has the right to receive interest periodically (monthly/quarterly etc.), within the validity period of the deposit, the closure of the account before the deadline will be accompanied by the

return by the Client of the interest received and withdrawn by him up to that moment. In case of impossibility or failure to deposit this interest by the Client at the moment of closing the deposit before the deadline, the latter recognizes the right of the Bank to cover this withdrawn interest, to affect the principal of the deposit.

#### **IV. Other banking products terms and conditions**

(1) The provision and benefit of banking products is made according to the provisions of the business conditions, the terms of employment in force at the bank, as well as the special agreement signed between the Client and the Bank. Special products such as debit cards, e-banking services, or credit products are provided according to the special conditions for these products and the special agreements concluded for them.

##### **(2) Interest and capitalization**

The interest rate and the method of its capitalization are determined in the terms of employment in force at the bank as well as in the special agreement signed between the Client and the Bank.

According to tax legislation, interest income is subject to income tax. This interest tax is debited to the client at the moment the accumulated interest is credited. These taxes are paid by the bank on behalf of the recipient. The bank grants full gross interest only to legal entities and parties exempted from the law (Article 30 Law No. 29, dated 30.03.2023, "On Income Tax", as

amended) as well as the Blind (Article 4 Law No. 8098/1996, "On the Status of the Blind", as amended).

##### **(3) Changes and amendment of the banking products terms and conditions**

The Bank will notify the client of changes in relation to the terms and conditions of the product offering by:

- a. posting notices to this effect on the Bank's premises or notices on its website and/or via messages in the e-banking/m-banking service.
- b. notified in the manner specified in the agreement between the Client and the Bank.

The Client, within a period of 10 working days from the receipt of the notice, if there is any objection or remark in relation to the changes in the terms and conditions, must submit it in writing to the Bank. Upon the expiry of this period, the changes in the terms and conditions are considered accepted by the client.

##### **(4) Deposits and withdrawals**

The Client may make deposits and withdrawals of amounts into his account, according to the conditions determined by the Bank, through automatic devices made available (according to a special agreement with the Bank) which are in permanent operation in the 24/7 service areas, near the Bank's Agencies.

##### **(5) Joint and individual obligations**

In relation to current accounts, the Bank recognizes only one account holder and one or more authorized persons. For obligations arising from

current accounts, the account holder and the authorized persons, depending on the rights and obligations recognized in the authorization act issued by the account holder, are jointly and severally liable, which means that the Bank may request the settlement of all or part of the claims from each of them: the account holder or the authorized person(s).

(6) The authorization acts that are acknowledged and authority level for third parties

The authorization acts recognized by the Bank are:

- a. Court decisions (for individuals, NGOs, etc.)
- b. Extract from the Central Bank (for legal entities and natural persons)
- c. Notarial power of attorney
- d. Authorizations (for State Institutions)
- e. Statute and deed of incorporation registered with the Central Bank
- d. Account holder authorization form made before an authorized employee of the bank.

The level of authority to perform account operations as well as other operations for services related to the account is determined through the authorization document for account operations by third parties or through a power of attorney drawn up by a notary. These authorization forms must clearly state the accounts, the type and currency of the account where the third party is authorized, and the operations for which the third party is authorized.

(7) Account information and other notices

Account information and other notices will always be sent by the Bank to the specified address of the account holder upon his request, or upon his appearance at the Bank's counters.

Notice of termination of business relations or notice of intention to terminate shall be sent to the account holder in accordance with the manner of notification specified in the individual agreement.

(8) Right to withdrawal

- a. Special withdrawal right of the account holder and authorized persons.

The account holder may withdraw from the account and may terminate all agreements related to the maintenance of accounts and its debiting/crediting. This right is limited if the accounts have been frozen/blocked by order of the competent authorities to which the law recognizes this right or when these accounts have been offered as a guarantee at the request of the account holder himself. Also, the account cannot be closed if it is linked to other active products that have not been closed with the bank (Credit Card, OVD, Loan, etc.).

The authorized person(s) may also withdraw from the account and may conclude all agreements related to the maintenance of accounts and its debiting and crediting, but the aforementioned right is limited or not recognized if this right is expressly

limited in the act of authorization received by the Bank and based on which the authorized person(s) is/are registered as such in the current account(s).

b. Granting and terminating representation rights

Authorization of a third party to carry out transactions from an account may only be granted by its account holder. Cancellation of this authorization by the account holder leads to the termination of these powers of representation. Such cancellation is not effective until it has been accepted in writing by the Bank. It is the responsibility of the account holder to immediately make the act of cancellation of the authorization available to the Bank, notifying the latter in writing. The Bank is not liable for the actions performed by the authorized person whose powers of representation have ended if the Bank has not been notified of this fact by the account holder.

c. Closing accounts

The account holder can close the account individually at any time, always after settling the liabilities carried in the account or unpaid commissions in favor of the bank. Also, the account cannot be closed if it is linked to other active banking products that have not been closed with the bank (Credit Card, OVD, Loan, etc.).

(9) Banking transactions on behalf of juveniles

Any individual under the age of 18 is considered a minor. The parents or legal guardian act in place of the minor who has not reached the age of 14 by activating only one/several accounts. The relationship can further be expanded by activating a term deposit account in the name of the minor.

Minors who have reached the age of fourteen.

-A minor between the ages of 14 and 18.

An individual in this group is legally capable of acting alone, without the presence of parents or legal guardians if income or savings are provided by his/her work. To prove this, he/she must present an employment contract, Social Security Number, a certificate from the tax office, or a certificate of employment from the employer. In cases where the income or savings in his accounts have been benefited from the deposits of third parties (parents, grandparents, etc.) the minor may act with prior approval from the legal representatives.

An individual of this group has the right to administer his own property, but always with the prior consent of the parents/legal guardian. Upon reaching the age of 18, the minor automatically passes into adult status and acquires the right to act alone in bank accounts without the need for the prior consent of the parents/guardian, therefore the person enjoys full capacity to act in his accounts. From this moment on,

the parent/legal representative no longer enjoys any right to act in the child's account.

#### (10) Dormant accounts

A bank account is transferred to the "DORMANT" status if no transaction has been carried out by the client for a period of 12 months from the last transaction, except for automatic transactions generated by the Bank's system and transactions related to the execution of the amounts found in it, in favor of third parties or in favor of the bank for obligations that the client has towards them. The account is transferred to the "sleeping" status regardless of the balance in the account. The client may appear at the bank to activate a dormant account, according to the conditions and documentation determined by the Bank.

When the account has a positive balance and for 12 consecutive months, the account is not closed, but is not active (and no transactions can be performed). In the case when the account still has funds even after the last action initiated by the Client, the system will continue to charge commissions until the valid account balance is zero. In the case where the account has a zero balance and there is no activity for 12 consecutive months (365 days) from the last action initiated by the client, it is closed. In this case the system accumulates commissions only for 6 months and the account will be automatically closed after 12 months from the last action of the client on the account.

## **V. Transfers**

### (1) General principles

The Bank executes transfer orders for the Client's account, ordered only through the Internet banking platform (hereinafter, the e-banking platform), with due care and seriousness. The Client also has the duty to cooperate and exercise due care by completing all the supporting documentation requested by the Bank. Through the e-banking platform, the Client may perform other foreign exchange services such as exchanges or payments, according to the terms of their provision by the Bank.

### (2) Clarity of transfer orders

Orders and instructions may be given by the Client only through the e-banking internet banking platform and must clearly indicate the content of the transaction. In particular, when giving transfer orders, the Client must ensure that the details of the transfer order for the execution of his request are correct, complete and unmistakable, in terms of the name, surname of the beneficiary, as well as the account number and identification data of the Bank, IBAN, Swift Code, Beneficiary Name, Beneficiary Bank Name. Also, when placing the comment on the transaction, the Client must ensure to place the payment details such as the invoice/pro-invoice/contract number, the date of the documentation, etc.

The Client giving the order is also obliged to submit the justifying information as required by Albanian law. International transfers are subject to applicable laws and regulations on foreign exchange. The

payment order with the transfer currency. Confirmations or in the future based on the instructions is drawn up by its repetitions of orders must be drafted applications and technological originator, who must verify it in as such. developments of the time.

advance and after signing it is responsible for any consequences (4) Reversals/Cancellation (1) The right to view the status and movements of balances

that may arise from its incorrect A customer may withdraw or cancel a The Client has the right to check the drawing up. The Client is given the payment order that he or she has status of the accounts and issue and right to refuse payment and withdraw given, only if the amount to be print account statements in his name the previous order only in the case transferred has not yet been debited at any time, only by using the when his account has not yet been from his or her account. username, password and one-time debited. If any, any expenses in this The Bank may apply a special code of the security key or KTMS or / case are borne by the Client. commission for the rejection and and Mtan security code that is made available through the mobile phone number.

In exceptional cases, any order given cancellation of the transfer (according to the Terms of Service in force). The same provision shall apply to transfers between customers (2) The right to carry out transactions through accounts

by the Client through documents completed and signed by him will be considered accepted by the bank at the moment of signing by the Bank employee. Through this signature, the employee confirms the submission and acceptance of this order by the Bank. The client, by being equipped with the KTMS security method through the ProCredit Mobile Sign application, M-Tan security code that is made available via the mobile phone number or Token for any operation to be carried out on the bank's electronic platforms, has the possibility of carrying out currency exchanges, transfers and payments, in LEK, EUR, USD, through the e-banking electronic services platform, at the daily exchange rate or at a preferential exchange rate negotiated depending on the exchange amount.

(3) Payment emergency, compilation of standing orders (3) Username, security code generator and password

If the client believes that the order requires immediate execution, he shall notify the Bank of this fact in a special manner. The Bank may apply a special commission for this service referred to the Terms of Service in force. In the case when the payment order is urgent, it is processed with date-value D, if the client's request, together with the order on the e-banking platform, arrives within 13:30 for transfers in foreign currency and within 13:30 for transfers in Lek

#### (5) Duties related to due diligence

If the client has contributed to the occurrence of any loss through his own fault, in particular by breaching the client's duties to exercise due care, he will be liable to bear the losses to the extent specified. Closing the current account also entails the closure of other products linked to it.

### VI. Internet banking services

The Bank offers the possibility of performing online banking services (through the online platforms that the Bank makes available e-banking and m-banking). These services are enabled by using the security elements that the Bank makes available, such as username, password, one-time code of the security key (Token), M-Tan/KTMS, as well as by signing a special agreement on the terms of use and operation of these services. The Bank reserves the right to update the security elements

The bank has the right to execute orders ordered by the client with passwords and the security key code (Code Generator) or KTMS or the security message (M-Tan). The use of these security methods is equivalent to the client's signature. The Client is responsible for all transactions ordered using the security codes made available by the Bank.

The bank has the right to execute orders ordered by the client with passwords and the security key code (Code Generator) or KTMS or the security message (M-Tan). The use of these security methods is equivalent to the client's signature. The Client is responsible for all transactions ordered using the security codes made available by the Bank.

#### (4) Loss and misuse of security keys

The Bank shall not be liable for any loss or misuse of security keys by the Client, if the Client fails to notify the Bank in a timely manner. The Bank shall not be liable for any direct or indirect damage that may result from incorrect installations or technical defects in the Bank's software.

#### Definition of terms and services

**Order** is the procedure when the user via internet banking, after conducting successful identification, sends to the bank, the requests and data on the execution of the banking service. When the order is compiled according to the instruction of use, is as valid as the orders written by him.

**Payment order** is one of the requirements, that the user after the order procedure, sends to the bank.

User is the Customer, which the Bank allows to perform banking service via internet.

**Username** is a security tool that serves for verification of identity.

**Password** and token are security instruments that serve for user recognition.

In any case of using the service of sending national/international payment orders via the Internet banking service, the user declares that the transfers are made according to the accompanying justification documentation, and that the latter has not been used to justify other transfers for the same goods and for the same value. In any case, the User bears personal legal responsibility in the event that the above declaration in the future turns out to be false.

#### **RIGHT TO USE INTERNET BANKING SERVICE**

##### **Terms and Conditions for use of internet banking service**

Bank allows use of internet banking service to the user, who:

- has opened a current account at the bank, through which carry out payments.
- has submitted the completed and signed request for the use of this service.

For the use of the internet banking service, the user must have a personal computer/smartphone and access at the internet.

Use of internet services is allowed after entering:

- user name,
- password and
- digit code tokens/or any other security measure made available by the bank.

#### **RULES AND INSTRUCTIONS**

The Client can use the Internet banking service 24 hours a day. The execution of operations and orders is linked to the working hours of the Bank, institutions and other systems involved, e.g. settlement systems, clearing systems such as SWIFT or AIPS and AECH.

Operations and orders must be carried out by sending the appropriate data which will then be reviewed by the Bank. The cancellation of an operation or order is made only through direct contact with the Bank, i.e. before the execution of the order or operation.

Any order sent to the Bank by a person, using the client identification codes (including the password and the digital code), in order to identify himself to the Bank, will be considered as an order sent in the name and on behalf of the client, regardless of the legal relationship that exists between him and the client and regardless of the fact that the order was sent with or without the knowledge of the client.

The client must check the completeness and accuracy of all data before sending them. The responsibility for the data sent by the client who uses the Internet banking service falls on the client. The client also assumes the risk of irresponsibility or return of the order or action as a result of sending incorrect or incomplete information.

The bank has the right at any time and without stating the reasons, to refuse to provide information or accept the execution of orders via the Internet banking service.

#### **USER LIABILITIES**

##### **Responsibilities**

The User is obliged to:

- keep the access parameters and codes and not provide information to unauthorized third parties.
- The User assumes full responsibility for any damage that will be caused.
- The User must change the initial password as soon as he receives it from the Bank. The password must not contain codes that are easy to verify (such as his phone number, his birthday or that of his relatives, the names of children, etc.).



- The password set by the client must be changed every 45 days from the last password update by the user.

- The User must carefully store the password and/or code generator and protect them from use by unauthorized persons. In particular, after changing the password, the User must not record or store these security instruments, except in the internet banking terminal.

- The User must immediately notify the Bank of any irregularities or malfunctions. If for any reason there is a suspicion that the password is known by an unauthorized person and the User no longer possesses the Code Generator, he must immediately notify the Bank by calling +355 (42) 389 389.

- Upon receipt of the notification, the Bank is responsible for taking all necessary technical measures to prevent further losses in the Client's account. For any consequences arising from such a case, the financial costs will be charged to the Client. If the Client neglects the notification, then he will be responsible for potential losses.

The User declares that he has been informed by the Bank of the risk that the execution of transactions in foreign currency poses to him in the case when his income is in lek, as a result of unfavourable movements in the lek/currency exchange rate.

## LIABILITIES OF THE BANK

### Guaranteeing execution of actions

The Bank guarantees the User the execution of all payment orders completed in the correct manner. The

Bank is obliged to immediately inform the User of any changes or updates to the General Terms and Conditions. If the User does not agree with the possible changes or additions, he has the right to unilaterally request the termination of the use of the Internet banking service.

### Data security

The personal or financial data of the Client collected by the Bank in function of this contract, will be processed by the Bank for the purpose of implementing and maintaining this contractual relationship between the Client and the Bank, and will be stored in accordance with Law No. 124, dated 19.12.2024 "On the protection of personal data", as well as Instruction No. 20, dated 03.08.2012 "On the processing of personal data in the banking sector.

The Bank and the User are obliged to maximize the security measures that enable the minimization of unauthorized access, alteration or loss of data.

### Responsibilities

The Bank shall not be liable for any loss or lack of profit incurred by the user of the Internet banking service because of transmission errors, delays, absences, malfunctions of any kind, interference by third parties in telecommunications or Internet installations, network congestion, intentional blocking of electronic access by third parties or defects occurring on the part of the network provider. The Bank shall not be liable for the accuracy and completeness of

the data transmitted to it. All information relating to accounts (account status, statements of account movements, transactions) and general data available shall be considered provisional and non-binding.

The Bank shall not be liable for the terminal of the user of the Internet banking service, for the technical access to the service or for the necessary software. The Bank shall not be liable for losses incurred during the activity related to the Internet banking service due to viruses or pirated programs in the system of the client or the user of the service. If any security risk is observed, the Bank reserves the right to interrupt the banking services provided via the Internet at any time to protect the Client until the risk is averted. The Bank shall not be liable for losses resulting from such interruption. The Bank shall not be liable for losses incurred by the Client or the user of the service because of his (the Client) failure to fulfill his (the Client) contractual obligations.

## REQUIREMENTS

### Notification of Irregularities

The user has the right to declare the irregularities found, within a period of 1 month from the date of the transaction. The bank is obliged to resolve complaints 15 working days after receiving the written request that the client has made for the irregularities found.

## COMMISSIONS

### **Provision of Fees**

The Bank establishes and changes the commissions for the use of the Internet banking service according to the Terms of Use. Each client can obtain information on the changes to the Terms of Use at the Bank's counters or on the Bank's website [www.procreditbank.com.al](http://www.procreditbank.com.al). The commission for the activation and use of the Internet banking service will be charged in the currency of the package and is part of the fixed service commission specified in the contract signed between the parties.

### **BLOCKING INTERNET BANKING SERVICE**

The Bank automatically blocks access to the Internet banking service after 5 (five) consecutive attempts made with an incorrect password and an incorrect code of the Code Generator. The Bank blocks access from the moment of notification by phone until the client presents himself at one of the Bank's counters, where he will also make a request for reactivation or reapplication of the service. The client can also reset his password on the online platforms and the client's user is automatically unblocked after completing the steps for unblocking the user. The Bank automatically blocks access to the Internet banking service even when the client has not updated the data of the identification document with the bank. The Bank reserves the right to block the service, without explaining the reason for such a decision.

### **INTERRUPTION OF THE SERVICE USE**

The Client or User of the Internet Banking Service may terminate the contract (without notice) at any time by means of a written notice, attaching to this notice the Code Generator, if equipped with one. The Bank reserves the right to terminate the service, without explaining the reason for such a decision. In any case, the termination of the contract shall not affect the remaining obligations of the Client or User of the Internet Banking Service.

### **VII. Security rules governing the card use**

The Bank offers the possibility of carrying out banking transactions by card. These transactions are enabled by using the PIN code and the card's security elements. The cardholder must comply with the following security rules:

1. The cardholder must ensure and take precautions for purchases made online by carefully verifying the company and the website where the card details are entered.

(Caution: When a purchase is made from a secure website, the address of the page containing the requested credit/debit card information will change from "http" to "https". This fact verifies that the website contains a verifiable security certificate (SSL).

The cardholder must check this certificate by clicking on the padlock icon above and thus ensure that the company in question is real and that the information sent through this page is indecipherable).

2. The cardholder must perform transactions on a secure computer/smart phone, not accessible to other unauthorized persons (e.g. it is recommended to perform operations on a home computer or personal laptop).

3. It is recommended that at the end of each online purchase, the cardholder should save the confirmations to the electronic address or keep the data for the transaction made and preferably store it until the card purchase process has been completely successfully completed.

4. The cardholder should be careful not to provide card data (PIN or other data via e-mail or telephone), as the Bank never contacts the cardholder to ask for this information.

5. If the cardholder does not adhere to these security tips, he bears full responsibility for the losses that may be caused until the moment the client notifies the bank of problems with the card and the latter is blocked.

The Bank shall not be liable for any loss or misuse of the card by the Client, if the Client fails to notify the Bank in a timely manner. The Bank shall not be liable for any direct or indirect damage that may result from incorrect installations or technical defects in the software of the Client's equipment.

### **CARD USE**

-The Client may use the bank card to withdraw money/purchase goods or services at all points of sale and ATMs in Albania and abroad, which display the card logo. The use of the card shall be subject to the general

conditions set out in the Annex GENERAL CONDITIONS FOR THE USE OF BANK CARDS (For individuals) and Annex GENERAL CONDITIONS FOR THE USE OF BANK CARDS (Business) – annexes which are an integral part of this document. When using the card at ATMs and points of sale (online and offline), where monetary values are withdrawn, deposited and payments for the purchase of goods or services are made, the Client must identify the card by entering the PIN code, the three-digit code (CVV2) located on the back of the card or the 3D Secure code in the case of online purchases. When using the card at points of sale where goods or services are purchased, the Customer may be asked to enter the card's PIN code and sign the payment slip, keeping a copy of it.

-The Customer accepts all obligations for transactions carried out via the card,

I. without his signature, but through identification with the PIN code and/or the three-digit card security code (CVV2)

II. without his signature and without identification with any of the above-mentioned codes, in cases of purchases made:

- via the Internet,

- via e-mail,

- The use of a blocked, expired, or invalid card, as well as its use for illegal purposes, is prohibited and may result in criminal prosecution of the Client. The Client bears full responsibility for the damages caused.

- In the case when the card has expired, been damaged, declared invalid, etc., the Client must submit the card to the Bank and the responsible employee of the Bank, or the Client himself must remove the card from use by destroying it in the shredder located at the Bank's Agency. The Client undertakes to inform the Bank in writing in the event that the information provided in the card application form changes.

#### **Violation of contract, Card Close**

The Customer may close the bank card, pursuant to the conditions set forth in this act (respective annex), at any moment, by presenting at the Bank and signing the respective forms.

#### **COMMISSIONS**

The client is informed in advance at each ATM of the bank about the service commissions according to the text below:

Notice on card service commissions  
Clients beware!

1. This ATM is located by ProCredit Bank sha.

2. At this ATM you can withdraw and deposit your money in cash, within the limits provided by law and the limits set by the bank, using the bank card issued by our Bank. For this service you pay the commissions set out in the Terms of Service in force at the Bank.

3. At this ATM you can withdraw your money in cash also with cards issued by other banks, but in these cases a commission will be applied to the transaction that our bank will carry

out with the bank that issued your card.

5. Our bank bears no responsibility and does not reimburse the commissions that you will pay for the services provided at this ATM, with bank cards issued by other banks.

6. Our bank is always at your service.

7. For any problem and necessary information, you can contact our bank at this phone number +355 42 389 389. The Bank sets and changes the commissions for the operations that can be performed with the card according to the Terms of Service. Every client can obtain information on the changes to the Terms of Service at the Bank's counters or on the Bank's website [www.procreditbank.com.al](http://www.procreditbank.com.al)

#### **VIII. DEPOSIT INSURANCE**

##### **Information on Deposit Insurance**

a. Deposits of individual Clients, natural persons, traders and commercial companies who are account holders are insured by the Deposit Insurance Agency, according to the provisions of Law no. 53/2014, dated 22.05.2014 "On deposit insurance", as amended. The Agency compensates insured deposits in cases where the Bank of Albania decides to put the Bank into liquidation or when the latter is voluntarily liquidated.

b. The Agency compensates the insured deposit, according to the provisions of this law, for no more than 2,500,000 (two million five hundred thousand) Lekë, for each depositor (account holder), regardless of the number of deposits or the amount deposited. The level of compensation for each

Client/depositor is calculated on the aggregate amount of insured deposits of this depositor with the Bank, regardless of the number of deposits, as well as the type of currency deposited or payable. Persons authorized to act on the account, i.e. who are not its account holders, do not benefit and are not calculated in any case, for the purpose of deposit compensation, according to the law "On Deposit Insurance".

c. Compensation on account of insured deposits begins immediately after the Agency is notified in writing by the Bank of Albania of the intervention or the decision of voluntary liquidation of the Bank. The compensation process is carried out in accordance with the procedures set out in the law "On Deposit Insurance" and the relevant by-laws. Compensation is completed no later than three months from the date of commencement of the compensation process.

d. Compensation of the insured deposit is carried out:

1. Through the transfer of the compensated amount of the deposit to another insured bank.
2. Through the payment of the amount in lek to the person, according to the level of compensation.
3. Through an insured agent bank.
4. The Deposit Insurance Agency is the institution established with the aim of ensuring the insurance of customers' deposits and their compensation, in accordance with the requirements of the law.

The main role of the Agency consists of:

- Protecting depositors from the bankruptcy of the Bank where their savings are placed.
- Compensating their deposits up to the level determined by law.

More extensive information on the Insurance of your Deposits can be obtained at the Bank's counters, or on its website as well as on the website of the Deposit Insurance Agency [www.asd.gov.al](http://www.asd.gov.al).

## **GENERAL CONDITIONS ON THE USE OF BANK CARD(MASTER CARD CONTACTLESS DEBIT CARD)**

### **1. Card issuance**

1.1 The Bank Card is always and remains the property of the Bank. The Master Card Debit Contactless Private Card is issued to all persons over the age of 18, who meet the conditions set by the Bank itself and to minors who meet the conditions according to the legal provisions in force. The Bank decides to issue the card based on the applicant's request and undertakes to inform him of the decision taken.

1.2 An additional card in the name of the authorized person on the account may be issued at the request of the authorized person and for this the approval of the main cardholder is required, according to a special power of attorney or express authorization by him for the applicant to act on the account. The main cardholder is responsible for all transactions carried out while using the additional card. If the Bank deems

it reasonable, it and the applicant sign an agreement for the issuance of the Card. The cards must be collected in person at the bank by the cardholder or collected through the postal service contracted by the Bank. The fee for this service is covered by the cardholder.

1.3 Only the cardholder has the right to use the card. Its transfer or use by third parties is prohibited.

1.4 The validity period of the Master Card Debit Contactless Private card is 5 years, while the Master Card Debit Contactless Business card is 3 years, and ends effectively at the end of the month that coincides with the completion of the 3 or 5-year term, if not cancelled before this expiration date by the cardholder or the Bank.

1.5 The client can also change the card code (PIN code) at any ProCredit Bank ATM or at any ATM of other banks that offer this service, if necessary, against payment of a commission according to the terms of service. Customers who own a Master Card Debit Contactless Private card can change their PIN code for free through the Bank's application, while customers who own a Master Card Debit Contactless Business card can change their PIN by filling out the PIN change form.

The Bank does not offer the service of resetting the card code at the ATM in cases where the client does not have or no longer remembers this number. In these cases, changing the card PIN code can be done through the bank application, which clients can access with their data received from the bank to log in.

1.6 The account holder undertakes to pay the obligations that will arise from the use of the card. The additional card holder is jointly and severally liable for all expenses incurred with the card that bears his/her name.

1.7 The card holder must, at the time of receiving his/her card at the Bank's premises or through the postal service contracted by the Bank, sign the document for the receipt of the card in the designated space.

He/she undertakes that before carrying out any possible transaction with the card, he/she shall change the personal identification number (secret PIN code) at the nearest ProCredit ATM in Albania or through the Bank's application and shall keep the card and PIN code separately and in safe places. The PIN code must not be written on the card.

1.8 In the event that the card applicant does not appear for withdrawal and activation within a period of 2 months from the date of notification of withdrawal, the Bank reserves the right to close the card even though the commissions provided for in this contract and in the terms and conditions have been paid for this card.

## **2. Card use**

2.1 The Cardholder may use the Card to purchase goods or services at all points of sale in Albania and abroad that display the Card logo. The Cardholder may use the Card to withdraw "CASH" money at all ATMs and points of sale, in Albania and abroad, that display the Card logo. When using the Card at points of sale where he/she makes purchases of

goods or services and withdraws money, the Cardholder must identify himself/herself by entering his/her Personal Identification Number (PIN) and keep a copy of the payment slip. Each withdrawal of money at "CASH"

points of withdrawal may have a service fee, as determined by the Bank (Price List/Terms of Service).

2.2 The Cardholder undertakes to pay all costs related to transactions, including applicable fees, made by

the additional Cardholder. The cardholder accepts all debit amounts for transactions carried out via the card, without a signature but through identification with CVV2 (the 3-digit security code located on the back of the card) in the event of purchases by mail, transactions made by phone or via the Internet (E-Commerce).

2.3 The cardholder may encounter obstacles when carrying out transactions which may result from: incorrect setting of the Card PIN; lack of funds in the account linked to the card; lack of line on the device selected to carry out the action; failure to meet any of the parameterized conditions for authorizing the requested transaction; manufacturing error in relation to the personalized card data; defects in the ATM or POS; incorrect setting of CVV2, exceeding the daily limits provided by the bank, etc.

2.4 The cardholder must comply with the rules on the security conditions for the use of the card set out in the business conditions, which were delivered to the client at the time of opening the account.

2.5 For Master cards, the Bank offers

the 3D Secure service. This service is enabled on all sites that bear the "Secure by MasterCard" logo, offering safer online purchases for the client. The transaction is carried out through a password/security code that the client receives via SMS to the phone number he/she registered with the bank at the time of applying for the card. This code can only be used once and for each purchase the client will receive a new code.

The cardholder may encounter obstacles when performing transactions which may result from: incorrect PIN code entry, lack of funds in the account linked to the card, lack of line on the device selected for performing the action, failure to meet any of the parameterized conditions for authorizing the requested transaction, manufacturing error regarding the personalized card data, ATM or POS defects, incorrect CVV2 entry, etc.

2.6 The use of a blocked, expired or invalid card, as well as its use for illegal purposes, is prohibited and may result in criminal prosecution of the cardholder. The cardholder bears full responsibility for the damages caused.

2.7 In the event that the card has expired, been damaged, declared invalid, etc., the cardholder must submit the card to the Bank and the responsible bank employee must destroy it by shredding it in the special machine located in each Bank Agency.

2.8 The cardholder undertakes to inform the Bank in writing immediately, in the event that the



information provided in the card application form changes. He undertakes to pay all costs related to transactions, including applicable fees, carried out by the additional cardholder.

2.9 Customers can use their bank cards for contactless transactions at ATMs as well as for payments through various platforms such as Google Pay and Apple Pay. To make these payments, customers must have a registered and activated card for contactless transactions, where each transaction is subject to a limit without requiring a PIN. They are responsible for securing their card and devices and must immediately notify the bank in case of loss or theft. The bank ensures the protection of customer data and provides support for any issues during the use of these services, in compliance with privacy and security regulations, as well as the terms of service provided by these platforms.

### **3. Payment conditions**

3.1 The card is always in function of the cardholder's current account. This type of card can be used by its holder only if there are sufficient funds in the account, within the approved limit for uses reflected in the terms of work in force at the bank. The card limits can be changed through the bank's application for individual clients and through the limit increase form for business clients. If the client requests that the total limit of funds be increased, in the use of a daily amount or for each transaction, then he must make a request to the bank. The bank is not

responsible for possible losses, due to fraud, theft and benefits from third parties, etc., that may arise from the increase of this card limit, at the request of the client. For any case of change of the limit, by the bank that affects all bank clients, the bank will notify in advance through announcements in branches, at ATMs and on the official website of ProCredit bank.

3.2 The cardholder authorizes the Bank to debit his current account for the amount of any transaction performed, payment, commission or fee that is applied according to the case of use of the card in Albania and abroad.

3.3 If the card is used in countries that use currencies other than the Lek currency, the cardholder accepts the currency exchange rate and fees applicable by the Bank, for Master Card.

3.4 In cases of the creation of an unauthorized technical bank overdraft, the client has the obligation to return the amount credited from the technical overdraft. The credited amount will be automatically taken from the client's account at the moment there are sufficient funds in the account. This means that, as soon as the account has a positive balance, the bank will automatically debit the appropriate amount to cover the overdraft, without the need for any other action by the client. If the client does not have sufficient funds in the account, the client will have to credit the account, then the procedure for closing the obligation will be repeated at any other time when funds become available.

### **4. Complaints**

4.1 In case of any complaint related to the quality and quantity of goods or services purchased, the cardholder must resolve this dispute with the representative of the commercial entity where the transaction was made. The Bank is not responsible in case of any complaint related to the quality and quantity of goods or services purchased with the card. In such cases, the Bank, upon request of the cardholder and in order to protect the interests of the damaged client, has the right only to initiate the "chargeback" process with the code "Not as described". The Bank bears no responsibility regarding the quality and quantity of goods or services purchased with the card.

The cardholder is responsible for the entire amount spent from the use of the card, regardless of his right to file complaints. The cardholder cannot cancel an order initiated via the card, except in cases where the amount is not specified in the order.

4.2 The Cardholder has the right to file a complaint with the Bank for any debit resulting from a card transaction. This complaint is made using the standard complaint form that is completed and submitted to any service point of the Bank within 120 days from the date of the transaction. In assessing the Cardholder's complaint, the Bank will rely on and respect the MasterCard Operating Regulations; the MasterCard Chargeback Guide and the applicable regulations of the Bank of Albania.

## 5. Lost or stolen card

5.1 The cardholder is legally responsible for any possible misuse of the card. If the card is lost or stolen, the cardholder must block it through the bank's application. He can immediately inform the bank at the nearest ProCredit Bank branch or call the Contact Center at the phone number: +355 42 389 389 to block it and then come to the bank to close the card. The phone number is operational 24 hours a day, 7 days a week. The cardholder must also immediately notify the Bank if the card is destroyed, forged, copied, if he notices any abuse, fraud with his PIN/password, or CVV2 that allows third parties to access his account; the transaction was carried out without obtaining approval from the cardholder; he notices any error or discrepancy in the card account. In case of theft or loss of the card, the cardholder is responsible for any possible misuse that occurred before informing the Bank.

5.2 If the card is found after it has been declared stolen, it cannot be used. The cardholder must immediately inform the Bank and return the card to the bank for destruction. If the card is found after it has been declared lost, it can be used again with the client's confirmation, assuming the risks of exposure of the card data by the client. In these cases, the client must inform the bank about the finding and activation of the card at +355 42 389 389.

5.3 In the event that the cardholder informs the bank about the loss or theft of the card, the Bank must issue a new card. The costs for replacing

the card will be debited from the cardholder's current account according to the Terms and Conditions in force.

5.4 The Bank reserves the right, in cases of reporting suspicious transactions or reasonable suspicions that the card has been lost, stolen or misused, to block it until the facts or the suspected event are clarified and to immediately notify its holder.

5.5 The cardholder must take into account the risks posed by authorizing other persons to be equipped with the card, with regard to theft or fraud that these persons may commit in online and offline systems.

## 6. Card and Contract validity termination

6.1 After the expiry date of the card, the card becomes invalid and must not be used.

6.2 The expired card must be returned to the bank at the time of receiving a new card.

6.3 This contract is valid for an indefinite period of time and may be terminated at any time by either party with a written notice. The bank may terminate the contract immediately in the special cases provided for in this contract.

6.4 The main cardholder, in the event of notification of termination of the contract, must return the card to the bank together with other additional cards (if any) for which he is responsible.

6.5 In any case, the termination of the contract shall not affect the remaining and unfulfilled obligations of the cardholder under this contract.

## 7. Card revocation

7.1 The Bank may revoke the Cardholder's right to use the Card at any time. If the Account Holder wishes to cancel the use of the additional Card by the authorized person on the Account, the Account Holder must inform the Bank immediately.

7.2 The representatives of the trading units may confiscate the Card, destroy it (cut it in half) in the presence of the Cardholder and hand it over to the Bank, in case of misuse by unauthorized persons who are not the Cardholder, or when they have received such instructions from the Bank.

## 8. Bank fees

8.1 The fee for applying for the card and its maintenance fee are determined according to the bank's applicable terms and conditions, according to the account package used by the Client.

## 9. Restrictions/Card blocking

9.1 The Bank reserves the right to block the card at any time and without notice in case of violation of the terms of the contract by the cardholder.

9.2 The card remains the property of the Bank, which may, at its discretion, cancel the validity of the card or block it at any time. The cardholder, in this case, must immediately stop using the card and return it to the bank. The cardholder shall be legally liable if he continues to use the card.

## 10. Applicable law and Jurisdiction

10.1 The contract for the issuance and use of the card consists of the Business Terms, the Card Application

Form and the General Terms. The Bank reserves the right to amend the Business Terms and the General Terms and to notify the cardholder of these amendments. If the cardholder does not agree with the amended Business Terms, within a period of 30 days from the date of receipt of such amendments, he may terminate the debit card contract by notifying the bank and returning the card to the bank for destruction. Failure to do so shall be deemed to have accepted the amended terms. If the cardholder terminates the agreement, at the time his application is approved and he has accepted and received the card, he must pay the Bank for the costs incurred as a result of the card issuance process.

10.2 The Bank undertakes to ensure that all cardholder data is kept confidential and in accordance with the Albanian legislation in force. The cardholder must immediately notify the bank in the event of a change of address, or changes in the information declared in the application form, which may have a negative effect on the regular use of the Card, by presenting himself in person at the Bank's branches.

All amounts, fees and commissions related to the use of the card will be collected by the bank in accordance with the Bank's Terms of Service for service fees as well as the rules of MasterCard International. Any use of the card that is not in accordance with: General Business Conditions; MasterCard Operating Regulations, MasterCard Chargeback Guide for cases of compensation or refunds, the Regulations in force of the Bank of

Albania; will cause the immediate termination of the contract and the closure of the card, and the Bank has the right to take all necessary legal steps against the cardholder. This Contract has been drafted in accordance with the provisions of the Civil Code of the Republic of Albania. The competent court for the resolution of disputes is the District Court of Tirana.

## **11. Notifications**

11.1 The Bank shall notify the Client in writing of any changes to its terms (agreement) before the changes become effective, through notices on the Bank's official website, through notices in the inbox of e-banking/m-banking service, as well as in the Bank's public premises or by electronic means, at the electronic address or mobile phone number provided by the Client. The Client is obliged to provide the Bank with the correct and complete mobile phone number and addresses from the first moment of application and whenever there are any changes to them. If the Client does not provide the Bank with this data or, after changing them, does not notify the Bank and does not update them in the banking system, then the Bank shall not be liable and shall have no obligation to compensate for any damage that may be caused to the Client through this product (Master Card Debit Contactless Private/) by third parties with or without the knowledge of the Client. Any changes shall also be made known on the Bank's official website and in

the Bank's public premises. If there are no objections from the Client regarding these changes, they become effective upon the expiration of the 10-day period.

The last amendment of Business Terms and Conditions dates on 30.07.2025

Name of the Client: \_\_\_\_\_

Signature of the Client:: \_\_\_\_\_

Date: \_\_\_\_\_