



***ProCredit Bank***

**Terms of Use of the Mobile  
Payment Applications**



## 1. Terms and Abbreviations

Bank means PROCREDIT BANK KOSOVO (full name), PROCREDIT BANK KOSOVO (abbreviated name), registered address: George Bush Str. No.26, 10000 Pristina, Republic of Kosovo BPC Holder means an individual to whom a BPC is issued, and who has been granted temporary use of the BPC and its PIN code. Bank Payment Card (BPC) means a specific payment instrument issued as a plastic or other type of card for the purpose of access to the current account of the Holder of an account and may be used to carry out payment transactions. Client means an individual (resident/non-resident) that uses services of the Bank under the terms and conditions of this Master Agreement.

Bank Contact Centre means a structural subdivision of the Bank, which is responsible for remote communication (by telephone, e-mail, VoIP telephony) with Clients by means of provision of advice/carrying out of transactions under the terms and conditions of the Master Agreement with regard to services of the Bank by calling +383 (38) 555 555 or +386 (0) 49 555 555.

Mobile Payment Application means software for smartphones, tablets and other mobile devices, which allows the BPC holder to create an additional electronic payment instrument (hereinafter the Token) to its BPC and use it to initiate operations using near-field communication (NFC).

Processing Centre means an authorized legal entity, which carries out authorization, monitoring, collection and processing of payment messages for transactions with BPC obtained from members of the Mobile Payment System (MPS).

## 2. Use of Mobile Payment Applications:

2.1. The Client may use the Mobile Payment Application to carry out transactions for the current account, for which the Client shall register the BPC by entering of its details to the Mobile Payment Application according to the terms of use of the respective Mobile Payment Application. Upon verification of the details by the Bank and approval of the registration in the Mobile Payment Application, an additional electronic payment instrument (Token) shall be created.



2.2. The Token of the Mobile Payment Application may be used to pay for products and services and revise the information on previous transactions carried out using the Mobile Payment Application. Transactions shall be carried out according to settings of the mobile device of the Client by means of scanning the fingerprint, password entry (picture or numeric) or other means provided by the mobile device.

2.3. The Client acknowledges and agrees that carrying out of transactions using the Mobile Payment Application is only allowed subject use of the licensed software and Mobile Payment Applications.

2.4. The Bank shall not be liable for the correct operation of the mobile device of the Client, Mobile Payment Application and any services to be provided by any third parties (mobile operators, software developers etc.) in use of the Mobile Payment Application and/or the mobile device of the Client. Use of the Token involves electronic transfer of the personal information through wireless third-party technology, which cannot be controlled by the Bank, therefore the Bank shall not warrant confidentiality and security of such transfer. Confidentiality and security of the data transfer shall be ensured under the terms and conditions of use of the relevant Mobile Payment Application. If the data transfer is necessary when registering the BPC in the Mobile Payment Application, the Bank shall consider activities of the Client in the Mobile Payment Application as an unconditional consent for such transfer.

### 3. Settlement Forms and Procedures

3.1. Upon receipt of the payment notifications of the MPS and/or the Processing Centre or on the maturity date of payment of funds by the Client to the Bank under the terms and conditions of the Master Agreement and the Tariffs, the Client shall entrust and authorize the Bank to fulfil contractual debit of monetary funds from its current account to the Bank, Processing Centre and third parties, including:

3.1.1. The amount of any transactions, differences in rates of exchange, late fees, penalties and other payments arising out of or in connection with the BPC and/or the Token of the Mobile Payment Application;



3.2. According to the terms of use of the MPS, actual debit of funds from current accounts of the Client shall be conducted within 10 days upon cash withdrawal at the ATMs and POS-terminals, and within 30 days upon payment for products/services by the Client by means of the BPC or the Token of the Mobile Payment Application at retail and service outlets, Internet etc.

#### **4. Procedure in Case of Loss or Theft of BPC or Mobile Device with Mobile Payment Application Installed**

4.1. In case of loss or theft of the BPC or a mobile device with the Mobile Payment Application installed or in other cases of probable unauthorized use of the BPC and/or its details and/or the Token of the Mobile Payment Application, the Client shall immediately call the Contact Centre or the 24/7 Client Support Service with regard to use of the BPC, and disable the BPC or use the option of disabling the BPC via the e-Banking system.

4.2. In case of loss or theft of the BPC or a mobile device with the Mobile Payment Application installed, the Client shall be fully liable for any transactions carried out using the lost BPC or the Token of the Mobile Payment Application until it is disabled.

#### **5. Rights and Obligations of the Parties**

5.1. The Bank is entitled to:

5.1.1. The Client assigns, and the Bank is entitled to suspend the effect of the BPC and/or the Token of the Mobile Payment Application, cancel the overdraft set for the current account, change daily limits, as well as to refuse to re-issue, replace or issue the new BPC to terminate or prevent probable fraud, any illegal activities or activities that have not been approved by the Bank at any time.



**5.2. The Client is entitled to:**

**5.2.1. Dispose of the funds deposited in its current account within the available amount, in compliance with the Master Agreement, applicable legislation, rules and regulations of the National Bank of Kosovo.**

**5.2.2. A Client who is an individual between the ages of fourteen to eighteen (a minor) is entitled to dispose of its earnings, scholarships and other revenues independently. The minor Client may dispose of its monetary funds, which have been deposited to the Bank by another individual under his/her name, in full or in part, under the consent of the guardianship and custodianship body and parents (adoptive parents) or a guardian.**

**5.2.3. Modify the daily limits and activate transactions using the BPC under the procedure prescribed by the Master Agreement.**

**5.2.4. Cease operations based on use of the BPC, including BPC of holders of the BPC, the Token of the Mobile Payment Application through their disabling under the procedure prescribed by the Master Agreement subject to payment of the fees according to the Tariffs.**



## 6. Liability of the Parties

6.1. The Client shall not transfer the BPC and its details, the mobile device with the Mobile Payment Application installed or other information, which allows to initiate payment transactions using the BPC to the third parties, and use best efforts to avoid loss/theft of the BPC and/or the mobile device, take due care of the BPC and/or mobile device. The Client shall not disclose the PIN code (including password) to any third parties and keep it confidential so that it in no case becomes known to any third parties, shall not write the PIN code on the BPC and/or other items stored together with the BPC, shall remove any messages, which consist of the PIN code, immediately after reading. The Parties have agreed that failure to comply with obligations prescribed by this clause of the Master Agreement shall be considered as acts or omissions, which lead to unauthorized use of the PIN code, and the Client shall be liable for any payment transactions using the PIN code. The Parties have agreed that failure of the Client to comply with obligations prescribed by this clause of the Master Agreement shall be considered as acts (or omissions), which lead to unauthorized use of the BPC, its details, PIN code, the Token of the Mobile Payment Application and other information, which allows to initiate payment transactions, and the Client shall be held liable in such cases.