RULES AND CONDITIONS FOR HAL E-BANK ELECTRONIC BANKING

I GENERAL

These rules and conditions for Hal E-bank electronic banking system (hereinafter: the Rules) regulate the rights and obligations of the user of Hal E-bank electronic banking system (hereinafter: the user) and Raiffeisen banka a.d. Beograd (hereinafter: the Bank) on the basis of issuing and/or the use of electronic certificates and are the structural part of the “Request to use Hal E-bank electronic banking” (hereinafter: the Request).

By submitting signed and verified with stamp (in the case that user decides to use stamp for verifying documents for payment services) the Request for using Hal E-bank electronic banking (hereinafter: the Hal E-bank), the user certifies that he or she agrees with the Rules and fully accepts them. In addition, the user confirms that he or she is familiar conversant with the following documents:

- Opšta pravila za izdavanje kvalifikovanih elektronskih sertifikata za pravna lica (only in Serbian)
- Politika sertifikacije za pravna lica (only in Serbian)

The terms used herein, such as “Electronic certificate”, “Qualified electronic certificates”, “Electronic signature”, “Qualified electronic signature”, “Electronic document” shall have the meaning as defined by the Law on Electronic Signatures, hereinafter: the Law, whereas the terms below shall have the following meaning:

“Smart card” - security device with integrated chip where electronic certificate and cryptographic keys needed for the use of Hal E-bank are saved.
“Smart card reader” – device for reading data from smart card
“PIN Code” – combination of characters assigned to the user by the company Halcom a.d. Beograd acting as a issuer (hereinafter: the Issuer) and combination of characters defined by the user itself as a secret password for using the smart card
“PUK Code” – combination of characters assigned to the user by the Issuer, which serves to unlock smart card.

“Authorized person or individual user” - individual who is authorized by the Use, submitter of the Request, to use users accounts in accordance with the authorizations defined in the Request

II AGREEMENT for usage of Hal E-bank system

1. The user of Hal E-bank may be a legal entity or an entrepreneur who has an open account with the Bank.

2. In order to use Hal E-bank system, the user submits the Bank with the completed, signed and verified with the stamp following documents:

   - Request to use Hal E-bank electronic banking (hereinafter: the Request).

   • In the case that user doesn’t have already issued electronic certificate for individual user being a resident person, besides the Request and Specification of authorization, user has to provide the Bank with the following documents:

      - General order for issuing qualified electronic certificates for authorized person of legal entity (CA1 Q)
      - Request of person for whom this qualified electronic certificate issuance is requested (CA2 Q)

   • In the case that user doesn’t have already issued electronic certificate for individual user being a non-resident person, besides the Request and Specification of authorization, user has to provide the Bank with the following documents:

      - Overall request form for issuance of personal digital certificate for legal persons (CA1)
      - Zahtev ovlašćenog lica za koje se naručuje izdavanje lične digitalne povrde na pametnoj kartici (CA2).

   • If the user has Halcom electronic or qualified electronic certificate already, besides the Request and Specification of authorization, user has to provide the Bank with the certificate export for every individual user from the Hal E-bank system
3. The user is obliged to provide, along with the specified documents, photocopies of the personal IDs or passports of the authorized individual users. For individuals who are not residents of Republic of Serbia the user is obliged to provide photocopies of valid passports.

4. The user may start using Hal E-bank services upon the Bank’s approval of the Request and once the user takes over the card with electronic certificate or the Bank enable the usage of the existing smart card.

5. Based on the submitted documents, the Bank requests from Issuer new smart cards, with the authorisation specified in the provided Request and Specification of authorization or adds authorization on the already issued smart card.

6. By signing the Request the user authorizes the Bank to debit its account for transactions carried out by the smart card.

7. The user accepts the electronic or qualified electronic certificate as an exclusive proof of user identity when using Hal E-bank system services, without the right of denying it in the future. By using the the electronic or qualified electronic certificate, the possibility of false identity is disabled, in other words a reliable authenticity of the user is provided.

8. Hal E-bank enables the user the possibility of individual or joint electronic signature of payment orders and payment transfers.

9. The smart card and the electronic or qualified electronic certificate are not transferable and are issued on the name of the user and on the name of the authorized individual user.

10. The issuer is authorized to electronically record all the actions of the user. Electronic records are saved in accordance with the standard legal procedures.

III THE ISSUANCE OF THE SMART CARD

1. For the safety of the Hal e-bank usage, the Bank provides the user with the smart card. The Bank shall issue the smart cards on the request of the authorized person to represent the user for individual users with separate predefined authorisations. Smart cards allow authorized access to Hal e-bank and electronic or qualified electronic signature for payment orders, payment transfers, cancellation of payment orders and acceptance of incoming payments from abroad.

2. The user is obliged to present to the Bank all required data and information on changes that affect or are likely to affect reliability of establishing identity of the user and individual users.

3. The Bank reserves the right to ensure the validity of data given by the user as well to gather additional information. The Bank shall decide on the issuance of the smart card. If rejecting the Request, the Bank is not obliged to justify its decision.

4. The individual user is obliged to change first-initial PIN code given by the Issuer, upon the first login on the system.

5. Smart cards are issued with the validity period of the electronic or qualified electronic certificate defined by the Issuer; after the expiry of such period, the previously mentioned certificates must be renewed. The costs of the certificate renewal and smart cards shall be borne by the user, according to the conditions applied at the time of renewal. Renewed smart card will have unchanged authorizations, except when the user requests change of authorization whereupon the Bank must be informed in writing.

IV TAKING OVER THE SMART CARDS

1. In the case when user asked from the Bank electronic certificate on the smart card (for the non-resident individual user only), the Bank will send smart card together with PIN/PUK code in the agreed branch and inform the user. When taking over the smart card, takeover document is to be signed. Smart card can be taken over by
the users representative with the respective Power of attorney or person authorized to represent the user. Takeover/ Power of attorney document should be verified by the signature of the person authorized to represent the company and verified with the company stamp (in the case that user decides to use stamp for verifying documents for payment services)

2. In the case when user asked from the Bank qualified electronic certificate on the smart card (for the resident individual user only), taking over will be organized by the Issuer: either in the Issuer premises or by using courier services on the territory of the Republic of Serbia. Issuer will inform the user by e-mail or phone. Taking over will be done separately for the smart card and separately for the PIN/PUK envelope.

3. Regardless of the agreed way to take over the smart cards and PIN/PUK codes, identification of the receiver will be done by checking his/her ID card or passport. Takeover is possible only by the person whose name is stated on the smart card. In that case, document Potvrda o uručenju sertifikata/pin koda is to be signed, where details of the user and individual user are stated. user’s staff or courier is checking data on ID card and making visual identification. If everything is OK, certificate owner is signing the document and gets the certificate. If not, certificate and PIN/PUK code are returned to the Issuer. In that case, user may contact the Issuer or the Bank for takeover.

V   SERVICES

1. When accessing to the Hal E-bank system, the Bank offers and user accepts a certain range of services, chosen and accepted by the user, by signing the Request.

2. The services may be defined for each individual user when submitting the Request. The agreed range of services may be changed with the use of the existing cards at any moment.

3. In the case when user asks for a limit to be set up in the foreign currency, the Bank will set up limit in RSD using middle rate of the specific currency on the processing date of the Request.

4. Request for changes the level of authorization for single user, with valid stamp (in the case that user decides to use stamp for verifying documents for payment services) and signed by a person authorized to represent the user, can be delivered by mail, fax, scanned by e-mail or personally. The Bank is obligated to make changes in accordance with the user’s request. In the case that request was delivered by fax or e-mail, all risks are on the user side.

5. Accepting these Rules, the user agrees that the Bank reserves the right to change the contents or a part of the contents of Hal E-bank that is available to the user. On any change of the contents or part of the contents of Hal E-bank, the Bank will subsequently inform the user and provide an appropriate instruction manual. The user does not have any right to claim any damages in case of changes of the contents of Hal E-bank.

VI  THE OBLIGATIONS AND RESPONSIBILITIES OF THE USER AND THE BANK

1. The user undertakes, when using Hal E-bank system, to act fully in accordance with the applicable legal regulations and is obliged to provide the Bank with necessary documentation for carrying out the payment order, payment transfer or statistics for incoming payment abroad, if necessary.

2. The user is obliged to keep the smart cards and the secrecy of the PIN/PUK code, so that they do not come into possession of any other person. If the user suspects or becomes aware that somebody knows their PIN code, the user may change it at any time.

3. The user bears all the damage incurred by the loss of the smart card and/or unauthorized or improper use of the smart card. The user is obliged to protect the tools and data for generating electronic or qualified electronic signature from any unauthorized access and abuse as well as to use the same in accordance with the provisions of the Law.

4. The user is obliged to comply, when using Hal E-bank services, with the Rules and the user Manual, which is an integral part of the Hal E-bank.

5. The user is responsible for the validity of all the data given in the payment order, payment transfer and statistics.
for incoming payment, thus bearing full risk by entering incorrect data.

6. The user is liable for the accuracy of all the data given to the Bank and is obliged to inform the Bank of any changes in the data. If the Bank finds out that any data about the user is incorrect or has been changed, the Bank reserves the right to prohibit further use of Hal E-bank system, upon subsequent advice to the user.

7. Copying of the qualified electronic certificate or electronic certificate is prohibited. Any damages that occurred during the copying or during the attempt to copy the certificate are borne by the user.

8. The user is obliged to provide on its computers to be used for Hal E-bank system, a licensed, properly configured operative system. If the user, after the start of using Hal E-bank services, on the same computer uses non-licensed, non-compatible or non-tested applications, the Bank does not bear any responsibility for not executing the payment orders, payment transfers, statistics of incoming payment abroad and/or any possible harmful effects. The User is obliged to observe the safety rules recomended by the Issuer or the Bank.

9. The user that does not comply by the Rules, safety instructions, user manual, or instructions which are an integral part of Hal E-bank, bears the consequences of such activity or the lack of it, as determined by the General Operating Terms of the Bank for Entrepreneur payment services and the General Operating Terms of the Bank for Legal Entity payment services.

10. When executing international and domestic payment orders in FCY, the Bank will take into consideration the value date stated in the field „Datum“, in accordance to General Operating Terms of Raiffeisen banka a.d. Beograd for Payment Services for Legal Entities and General Operating Terms of Raiffeisen banka a.d. Beograd for Payment Services for Entrepreneurs, in the article related to execution of payment transaction.

11. The Bank is not responsible for any disturbances or interruptions in the telecommunication and transmission services provided by third parties or for the unavailability of Hal-E Bank which it may cause.

VII LOSS OF THE SMART CARD, BLOCKADE OF THE CERTIFICATE AND PUK CODE

1. The user is obliged to request immediately cancellation of the electronic and/or qualified electronic certificate in any case of loss or damage of the tools or data for generating the electronic signature.

2. The user is obliged to inform the Bank immediately about the loss or damage of the card to the following telephone number: +381/11-3202-100 and, or via e-mail to the address: contact@raiffeisenbank.rs.

3. Upon receiving the information from the user the Bank will block the certificate. The user will bear any costs arising from the misuse of the lost or stolen card.

4. Upon receiving necessary documents from the user, the Bank requests from Issuer new smart card with electronic or qualified electronic certificate.

5. The electronic or qualified electronic certificate found after its blockade, cannot be used anymore. The issuing costs shall be borne by the user.

6. In the case of PIN blockade, received PUK code is used for unlocking. For the smart cards issued before 01.08.2014. unlocking is done directly with Issuer.

VIII CHARGES

1. For using Hal E-bank system, the user pays fees in accordance with the current Bank’s Tariff.

2. The user authorizes the Bank to debit directly their dinar account for the costs of issuance for the electronic or qualified electronic certificate, connection to Hal e-bank and all other costs related to Hal e-bank in accordance with current Bank’s tariff.
IX CANCELLATION OF Hal E-bank

1. In case of cancellation the Hal e-bank service to some individual users, it is necessary to provide the Bank with a written request for cancellation stating the name of the individual user.

2. The user may cancel the use of Hal E-bank services in writing by fax or e-mail. All obligations which occurred prior to the date of cancellation of the certificate, periodic costs referring to the period in which the cancellation is made as well as any potential costs and interests arising from such obligation shall be borne by the user.

3. The Bank reserves the right to cancel access of Hal E-bank, if the user is not doing business with the Bank for at least 3 months.

4. The Bank reserves the right to cancel/block issued electronic or qualified electronic certificate if the user’s business capacity is deteriorated or ceased to exist or in case of change of circumstances significantly affecting the validity of the certificate.

X FINAL PROVISIONS

1. The user agrees that the Bank reserves the right to change the Rules that regulate the use of electronic or qualified electronic certificates and services of Hal E-bank, as well as to inform the user about it, in the time frame and in a way determined by the General Operating Terms of the Bank for Entrepreneur payment services and the General Operating Terms of the Bank for Legal Entity payment services.

2. All issues not covered by the present Rules shall be subject to the provisions of the Law on Electronic Signatures.

3. The Bank and the user agree to try to resolve any disputes regarding the use of RaiffeisenOnLine services by mutual agreement; otherwise, the parties recognize the jurisdiction of the competent court.

4. The Rules shall be applicable as of April 1st, 2018.