

KOMERCIJALNA BANKA AD SKOPJE

GENERAL CONDITIONS OF KOMERCIJALNA BANKA AD SKOPJE FOR USE OF THE SMS BANKING SERVICE

1. General provisions

1.1. The General Conditions for use of SMS banking services for legal entities (hereinafter: General Conditions) shall regulate all types of services, the manner and conditions for use of the SMS service of Komercijalna Banka AD Skopje (hereinafter: Bank) and shall define the rights and obligations for use of SMS banking service (hereinafter: SMS banking service).

1.2. SMS banking service is an information service of the Bank, which enables the holders of business payment cards issued by the Bank to receive SMS information defined in item 4 of these General Conditions, by cell phone.

2. SMS banking service users

The SMS banking service user may be any client – legal entity which:

- is holder of business payment card,
- has transaction account opened with the Bank for carrying out domestic payment operations,
- has an application for use of SMS banking service for legal entities submitted to the Bank and accepts the General Conditions for use of SMS banking service for legal entities,
- has cell phone connected to any network of the authorized cell phone operators on the territory of the Republic of Macedonia.

3. SMS banking service agreement

3.1. The Bank shall provide the Service User use of all services offered by the SMS banking service, and the Service User shall independently, at its own choice, determine the service it will use. By providing any of the services available, the Service User shall agree to be provided all related notifications by the Bank, free of charge.

3.2. Any Bank's client – legal entity having duly filled in and signed SMS banking service application for legal entities submitted to the Bank shall be eligible for use of SMS banking service.

3.3. The signing of the Application, accepting of the General Conditions and the approving of the Application by the Bank shall mean that there is an agreement established between the Bank and the Service User.

3.4. The signing of the Application by the authorized person of the Service User shall mean it is acquainted with the respective General Conditions and without any objection accepts their application under this agreement.

3.5. The Bank shall keep its discretion right to disapprove the Application for use of SMS banking service.

4. SMS banking service characteristics

4.1. SMS banking is information service of the Bank that provides the User SMS information, sent on its mobile phone(s) notified to the Bank, on the statement and changes, i.e. on each transaction made on the business payment card issued by the Bank by defined user.

4.2. SMS notifications contain information which are in accordance with the respective application filled out by the User, regarding all amounts over MKD 500 or over the amount defined by the User, as well as other information that are not related to any amount, such as:

- statement of account, withdrawal of cash on ATM, POS terminal transactions, transaction amount, transaction place, changes on the cards' accounts (notifications on payments and withdrawals) realized in the country or abroad.

4.3. The SMS banking service User may, by filling out the appropriate application field, choose to receive SMS notification at the moment of occurrence (immediately after the respective change) or at certain time period during the day (priorly defined by the Bank).

5. SMS service fees

5.1. The User agrees for the Bank to charge fees for the SMS banking service in accordance with the Decision of Komercijalna Banka AD Skopje on the Terms and Conditions Applicable to Customers.

- The fees shall be charged at the beginning of each month by debiting the transaction account of the User for carrying out domestic payment operations, for the SMS messages sent during the previous month.

In case of insufficient funds on the transaction account for carrying out domestic payment operations, the User shall agree that the Bank may, without prior notification, disburse the User's funds available at the moment with the Bank under all bases or the current and future denar and foreign currency inflows on its accounts with the Bank, for collection of its claims under fees for use of SMS service.

6. Data change

The SMS banking service User shall be obliged to notify the Bank on:

- change of mobile phone number,
- lost or stolen mobile phone (immediately after the respective event),
- request for termination of SMS banking service,
- reactivation of information delivery phone number,
- change of the card number (lost, stolen, misused card, etc.)

If the User does not act in accordance with paragraph 1 of this item, the Bank shall not be responsible for any loss occurred as a result of SMS notifications sent.

7. Personal data protection and information confidentiality

7.1. All data provided to the Bank by the service User shall be considered as business secret of the Bank and shall be used for its own purposes only.

The time of message delivery shall be the time when the message has left the IT system of the Bank. The Bank shall guarantee the data confidentiality and integrity up to the moment of their leaving the IT system of the Bank. The Bank shall bear no responsibility if, due to any technical problem or temporary breakdown in the operation of the mobile operator, there is late or no delivery, or if wrong telephone number had been filled out in the Application for use of SMS banking service.

7.2. The Bank shall be obliged to protect the personal data of the authorized person of the service User, in accordance with the law regulations and the internal acts of the Bank.

8. Cancellation of SMS service

The User may terminate the SMS banking service by filling out the appropriate fields in the Application for use of SMS banking service.

9. Final provisions

9.1. When filled out and signed Application for use of SMS service of Komercijalna Banka AD Skopje for legal entities is submitted by the authorized person and accepted by the Bank, it means that an agreement for use of SMS service is concluded between the Bank and the User.

9.2 Pursuant to its Business Policy, the Bank may change the terms and conditions for use of SMS service and advise the User thereof.

9.3. The User agrees to be notified on the respective changes through the statements of the business cards accounts, or in any other way as determined by the Bank. In case the User does not agree with the changes, it may require termination of SMS service within 15 days from the date of notification on the changes in the conditions. In that case, the User shall be obliged to provide the Bank with a written request for termination of SMS service, or otherwise, it shall be considered that it agrees with the respective changes.

9.4. Any dispute that may arise under this agreement shall be solved between the Bank and the User and in accordance with the good business practice, or otherwise it shall be under the competence of the court in Skopje.

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