



OPĆI USLOVI POSLOVANJA BANKE SA FIZIČKIM I PRAVNIM LICIMA
GENERAL TERMS AND CONDITIONS FOR INDIVIDUALS AND LEGAL ENTITIES



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I UVODNE ODREDBE/INTRODUCTORY PROVISIONS

Član 1./Article 1.

(Predmet/Subject)

Općim uslovima poslovanja Banke sa fizičkim i pravnim licima (u daljem tekstu: Opći uslovi) regulišu se standardni uslovi poslovanja koje Bosna Bank International d.d. Sarajevo (u daljem tekstu: Banka) primjenjuje na sve klijente Banke za uspostavljanje odnosa između klijenata i Banke, postupku komunikacije između klijenata i Banke, kao i obavljanju poslovanja i transakcija između klijenata i Banke.

General Terms and Conditions for Individuals and Legal Entities (hereinafter: General Terms and Conditions) define standard operating terms and conditions applied by Bosna Bank International d.d. Sarajevo (hereinafter: the Bank) which applies to all clients of the Bank for the establishment of a relationship between clients and the Bank, procedure of communication between clients and the Bank, as well doing business and transactions between clients and the Bank.

Član 2./Article 2.

(Informacije o Banci/Information about the Bank)

Bosna Bank International d.d. Sarajevo
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ID broj: 4200375980006
BIC (SWIFT): BBIBBA22

Web stranica Banke: www.bbi.ba
Besplatan info telefon: 0800 20020
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Spisak i kontakti svih poslovnih jedinica Banke objavljen je na web stranici Banke.

The list and contacts of all Bank's business units are published on the Bank's web page.

Član 3./Article 3.

(Pojam klijenta/Term client)

Klijent Banke je lice koje koristi ili je koristilo finansijske, platne i druge usluge Banke ili se Banci tek obratilo radi korištenja tih usluga, a razlikuju se sljedeće vrste klijenata:

- fizičko lice koje usluge Banke koristi, koristilo je ili namjerava da koristi u lične ili porodične svrhe (u daljem tekstu: fizičko lice);
- obrtnik, kao fizičko lice koje obavlja jednu ili više samostalnih djelatnosti u svoje ime i za svoj račun, a pritom se može koristiti i radom drugih (u daljem tekstu: obrtnik);
- poljoprivrednik, kao nosilac ili član porodičnog poljoprivrednog gazdinstva (u daljem tekstu: poljoprivrednik);
- pravno lice registrovano radi obavljanja privredne, profesionalne ili druge djelatnosti i/ili usluge (u daljem tekstu: pravno lice).

The Bank's client is a person who uses or has used financial, payment or other Bank's services or it has addressed the Bank for the use of those services, and the following types of clients are distinguished:

- *individuals who uses, has used or intends to use Bank's services for personal or family purposes (hereinafter: the individuals);*
- *craftsman, a person who performs as the individuals one or more independent activities, which he performs in his own name and for his own account and in doing so may use the work of others (hereinafter: the craftsman);*
- *farmer, as a holder or member of a family farm (hereinafter: the farmer);*
- *legal entity registered for the purpose of performing economic, professional or other activity and/or services (hereinafter: the legal entity).*

Član 4./Article 4.

(Pojam ugovora/Term Agreement)

Ugovor predstavlja dokument o uređenju odnosa između klijenta i Banke u skladu sa zakonskim, podzakonskim i propisima kojima se potvrđuje saglasnost volja klijenta i Banke i koji se zasnivaju na obostranom interesu i općim načelima bankarskog poslovanja.

The agreementt represents a document which regulates a relationship between the client and the Bank in accordance with law, bylaws and regulations confirming the consent of will of the client and the Bank and are based on mutual interest and general principles of banking.

Član 5./Article 5.

(Primjena Općih uslova/Application of the General Terms and Conditions)

Opći uslovi poslovanja se primjenjuju na odnose između Banke i klijenta prilikom uspostavljanja poslovnog odnosa, u postupku informisanja i komunikacije u toku trajanja ugovornog odnosa.

General Terms and Conditions apply to the relationship between the Bank and the client when establishing a business cooperation, in the process of informing and communicating during the contractual relationship.

Banka može donijeti i Posebne uslove poslovanja koje se odnose samo na pojedinačnu vrstu bankarskog posla koji dopunjavaju ove Opće uslove i čine njihov sastavni dio.

The Bank may also pass Special Terms and Conditions that relate to a individuals type of banking business that supplement this General Terms and Conditions and form their integral part.

U slučaju neusaglašenosti odredbi Posebnih uslova poslovanja sa Općim uslovima u dijelu koji se odnosi na uslove pružanja bankarskih usluga, prednost imaju Posebni uslovi poslovanja.

In case of non – compliance of the provisions of the Special Terms and Conditions with General Terms and Conditions in the part that refers to the conditions for the provisions of banking services, the Special Terms and Conditions shall prevail.

Ovi Opći uslovi primjenjuju se posebno ili zajedno sa pojedinačnim ugovorom sklopljenim sa klijentom. Ako se pojedinačni ugovor sa klijentom razlikuje od odredbi ovih Općih uslova primjenjuju se odredbe pojedinačnog ugovora.

These General Terms and Condtions apply separately or together with an individuals agreement concluded with the client. If the individuals agreement with the client differs from the provisions of these General Terms and Conditions provisions of the individuals agreement will apply.

II INFORMISANJE KLIJENATA/INFORMING THE CLIENT

Član 6./Article 6.

Informisanje klijenata vrši se pružanjem i dostavljanjem informacija u skladu sa zakonom, putem sredstava komunikacije na daljinu, informativnog i reklamnog materijala, sredstvima javnog informisanja i od strane zaposlenika Banke.

Informing the client is done by providing and delivering informations in accordance with the law, through means of distance communication, informative and advertising material, through means of public informing and by employees of the Bank.

Banka je dužna klijentu pružiti odgovarajuća objašnjenja i instrukcije koje se tiču primjene Općih uslova, te na zahtjev klijenta iste mu dostaviti u pisanom ili elektronskom obliku, bez naknade.

The Bank is obliged to provide the client with appropriate explanations and instruction regarding the application of the General Terms and Conditions, and at the client's request to deliver them in writing or electronically, free of charge.

Oglašavanje bankarskih usluga se vrši na jasan i razumljiv način, bez netačnih ili informacija koje mogu proizvesti pogrešnu sliku za klijenta.

Banking services are advertised in a clear and comprehensible way, without inaccuracies or informations that may produce a wrong image for the client.

Opće uslove i izmjene i dopune istih Banka je dužna da objavi na jednom od službenih jezika u upotrebi u FBiH i RS, najkasnije 15 (petnaest) dana prije početka njihove primjene. Objavljuju se na službenoj web stranici Banke www.bbi.ba, a dostupni su i u svim poslovnim jedinicama Banke na zahtjev klijenta.

The Bank is obliged to publish the General Terms and Conditions and their amendments in one of official languages in use in FBiH and RS, not later than 15 (fifteen) days before the beginning of their application. They are published on the official Bank's web page www.bbi.ba, and are available at the request of the client in all Bank's business units.

Smatra se da je klijent prihvatio Opće i/ili Posebne uslove poslovanja kada je, bez istaknutih pismenih primjedbi na iste, potpisao bilo koju vrstu ugovora za Bankom.

It is considered that the client has agreed to the General Terms and Conditions and/or to Special Terms and Conditions when, without any distinguished written complaints to them, has signed any type of agreement with the Bank.

Član 7./Article 7.

Zajedno sa Općim uslovima Banka obezbjeđuje dostupnost i primjenu tarife naknada koja sadrži detaljno navedene vrste i visinu naknada i troškova koje Banka naplaćuje po osnovu pružanja finansijskih usluga klijentima Banke.

Together with the General Terms and Conditions the Bank ensures availability and application of Tariffs of Fees, which contains detailed types and amount of fees and costs charged by the Bank to the clients of the Bank based on the provision of financial services.

III USLOVI I NAČIN KOMUNIKACIJE IZMEĐU KLIJENTA I BANKE/CONDITIONS AND FORM OF COMMUNICATION BETWEEN THE CLIENT AND THE BANK

Član 8./Article 8.

Banka i klijent u okviru svoje poslovne saradnje mogu komunicirati usmeno, ali samo pisani dokumenti i/ili pisana komunikacija proizvode pravne posljedice (osim ako ugovorom između klijenta i Banke ili važećim propisima nije dogovoren odnosno predviđen drugačiji vid komunikacije). Pisana komunikacija između klijenta i Banke odvija se preko adrese Banke, odnosno njene odgovarajuće organizacione jedinice i adrese koju je klijent dao Banci.

The Bank and the client within its business cooperation may communicate verbally, but only written documents and/or written communication produce legal consequences (unless it was agreed or provided by the agreement between the client and the Bank or applicable regulations different type of communication). Written communication between the client and the Bank takes place via the Bank's address, i.e. its relevant organizational unit and the address presented by the client to the Bank.

Član 9./Article 9.

Obavještenje koje Banka uputi na adresu (fizičku ili elektronsku) koju joj je klijent pismeno naznačio Banci, smatra se uredno uručenim i smatrat će se primljenim od strane klijenta momentom upućivanja na istu na bilo koji od sljedećih načina:

Notification sent by the Bank to the adress (physical or electronic) which was submitted by the client in written, is considered duly delivered and will be considered as received by the client at the moment of sending to the same, as follows:

- ako je poslana elektronskom poštom - na dan kada je elektronska poruka poslana što se može dokazivati odštampanim prikazom;
- *if sent by electronic mail – on a day when an electronic message was sent, which may be proved with a print display;*
- ako je poslana poštom - po isteku uobičajenog vremena neophodnog za prispjehće pošiljke, uključujući i slanje pošiljke na adresu trećeg lica opunomoćenog za prijem korespondencije u ime klijenta, a u skladu sa jasnom pisanom instrukcijom klijenta;
- *if sent by post mail – upon expiry of the usual time necessary for arrival of a postal item, including sending postal item to the address of a third party authorized to receive correspondance on the client's behalf, in accordance with the client's explicit written statement;*
- ako je poslana putem SMS poruke - na dan kada je elektronska poruka poslana što se može dokazivati odštampanim prikazom.
- *If sent by SMS message – on a day when an electronic message was sent, which may be proved with a print display.*

Član 10./Article 10.

Banka ne snosi pravnu ni materijalnu odgovornost za štetu koja može nastati za klijenta ili treća lica zbog toga što klijent (ili neko drugo lice koje je uključeno u poslovni odnos sa Bankom), nije primio obavještenje ili dopis koji je upućen na posljednju adresu o kojoj je klijent obavijestio Banku i/ili je iz bilo kog razloga propustio da primi ili pročita obavještenje ili dopis.

The Bank shall not bear legal or material liability for any damage that may occur to the client or to the third parties due to the fact that the client (or any other person involved in a business cooperation with the Bank) didn't receive notification or letter, which was addressed to the last known address reported to the Bank by the client and/or for any reason has failed to receive or read notification or letter.

Svaka pisana komunikacija između klijenta i Banke izvršena lično i predviđena ovim Uslovima, smatrat će se primljenom od strane Banke tek nakon što je klijentova kopija dokumenta ovjerena pečatom Banke o prispijeću (prijemu) ili nakon što je izdata pisana potvrda o prijemu od strane organizacionog dijela Banke u kojem se vodi poslovni odnos. Sva pisana komunikacija između klijenta i Banke izvršena putem ovlaštenog poštanskog operatera smatrat će se primljenom od strane Banke ukoliko je potvrđeno uručenje Banke (uručenje potvrđeno od strane poštanskog operatera).

Any written communication between the client and the Bank made in person and provided by these General Terms and Condition, will be considered to be received by the Bank only after the client's copy of document is certified with the Bank's seal of the arrival or after written confirmation of receipt is issued by the Bank's organizaional part where business relationship occurs. Any written communication between the client and the Bank made by certified postal operator, will be considered to be received by the Bank only if delivery to the Bank is confirmed (delivery confirmed by the postal operator).

Član 11./Article 11.

Za sva pitanja i nejasnoće vezane za korištenje bankarskih usluga, klijent se može obratiti Banci putem besplatnog info telefona [0800 200 20](tel:080020020), e-mailom na adresu: info@bbi.ba ili lično u prostorijama Banke.

For all questions and uncertainties related to the use of banking services, the client may address the Bank via toll free telephone number 0800 200 20, via e-mail: info@bbi.ba or in person at the Bank's premises.

IV PRAVA I OBAVEZE BANKE I KLIJENTA/RIGHTS AND OBLIGATIONS OF THE BANK AND THE CLIENT

Član 12./Article 12.

Banka ima pravo na osnovu ocjene njenih nadležnih službi slobodno izvršiti izbor klijenta sa kojim će stupiti u poslovni odnos, što uključuje i diskreciono pravo Banke da odbije uspostavu poslovnog odnosa, i/ili ako je poslovni odnos već uspostavljen, Banka ima diskreciono pravo odbiti izvršenje određene radnje/transakcije i/ili raskinuti poslovni odnos bez saglasnosti klijenta.

The Bank has the right based on the assesment of its competent services freely to choose the client with whom it will enter in a business cooperation, which include the Bank's dicretion to refuse to establish a business cooperation and/or if business cooperation has been already established, the Bank has discretionary right to refuse to execute some actions/transactions and/or to terminate the business cooperation whithout the client's consent.

Banka može zabraniti izvršavanje transakcija koje se dotiču ili proizilaze iz trgovine kriptovalutama, investicija u kriptovalute ili posredovanja u investiranju i trgovini kriptovalutama. Zahtjev za otvaranje računa u svrhu obavljanja transakcija u kriptovalutama može biti odbijen, a ukoliko se ustanovi da postojeći klijent Banke svoje račune koristi u prethodno pomenute svrhe isti može biti zatvoren od strane Banke bez posebne saglasnosti klijenta.

The Bank may prohibit executing transactions involving or arising from cryptocurrency trading, investing in cryptocurrencies or intermediation in investing and trading cryptocurrencies. Application for account opening for the purpose of conducting transactions in cryptocurrencies can be rejected, and if the Bank finds that an existing client of the Bank uses its accounts for the aforementioned purposes, it can be closed by the Bank without special consent of the client.

Banka ima pravo da za pruženu uslugu klijentu naplati naknadu.
The Bank has the right to charge a fee to the client for provided service.

Banka je dužna osigurati primjenu dobrih poslovnih običaja, dobre poslovne prakse i fer odnosa prema klijentu.
The Bank is obliged to ensure applications of good business customs, good business practice and fair relationship toward the client.

Član 13./Article 13.

Banka prije, za vrijeme ili nakon obavljanja transakcije ili uspostave poslovnog odnosa s klijentom poduzima zakonom propisane radnje i mjere za sprječavanje i otkrivanje pranja novca i finansiranje terorizma, uključujući i radnje i mjere identifikacije i praćenja poslovanja klijenata pribavljanjem propisanih podataka i dokumentacije.

Before, during or after the execution of a transaction or establishment of a business relationship with the client, the Bank shall undertake legally prescribed activities and measures for prevention and detection of money laundering and terrorist financing, including identification actions and measures, as well monitoring of client's operations by obtaining required data and documentation.

Član 14./Article 14.

Banka ne odgovara za štetu nanесenu klijentu koja je posljedica više sile (rata, vanrednog stanja, prirodne nepogode, demonstracija i sl.), komunikacionih problema za koje nije odgovorna Banka i sličnih okolnosti na koje Banka nema uticaja.

The Bank is not liable for the damage caused to the client as a result of force majeure (war, state of emergency, natural disasters, demonstrations etc.), communication problems for which the Bank is not responsible and similar circumstances over which the Bank has no influence.

Član 15./Article 15.

Prava i obaveze klijenta regulišu se ugovorom ili pristupnicom/zahtjevom za određeni tip bankarske usluge koja ima karakter ugovora.

The rights and obligations of the client are regulated by the agreement or application form/request for a certain type of a banking service which has character of an agreement.

Klijent se obavezuje da će poslovati u visini raspoloživih sredstava po bankarskim uslugama, u skladu sa važećim ugovorima zaključenim sa Bankom, drugim aktima Banke, kao i važećim zakonskim propisima.

The client is obliged to operate in the amount of available funds for banking services, in accordance with valid agreements concluded with the Bank, other documents of the Bank, as well as with valid legal regulations.

Sadržaj naloga za plaćanje koji klijent uputi prema Banci mora biti jasan, nedvosmislen, ispravan i potpun. Banka ima pravo vratiti klijentu nepotpuno ili nerazumljivo popunjen nalog, vodeći računa o važnosti i hitnosti naloga. Ako se nalog mora izvršiti odmah po dostavi tj. hitni nalog, taj zahtjev treba biti posebno i jasno istaknut na nalogu.

The content of the payment order that the client sends to the Bank has to be clear, unambiguous, correct and complete. The Bank has the right to return to the client an incomplete or incomprehensible order, taking into account importance and the urgency of the order. If the order has to be executed immediately upon delivery, i.e. the urgent order, that request should be specifically and clearly stated on the order.

Klijent je upoznat i u cijelosti saglasan da Banka ne snosi nikakvu odgovornost za transakcije koje klijent obavi protivno uputstvima, pravilima, izričitim zabranama i sl. Banka ne snosi odgovornost radi neizvršavanja naloga podnesenih za dane praznika, odnosno neradnih dana u FBiH ili RS-u, ili dan kada Banka u skladu sa svojim aktima ne radi.

The client is aware and completely agrees that the Bank doesn't bare any responsibility for transactions made by the client contrary to the instructions, rules, explicit prohibitions etc. The Bank doesn't bare any responsibility for non-execution of orders submitted during holidays, or non-working days in FBiH and RS, or the day when the Bank doesn't work in accordance with its acts.

Član 16./Article 16.

Klijent se obavezuje da korištenjem Bankarskih usluga novčana sredstva neće usmjeriti za igre na sreću, nabavku alkohola i alkoholnih proizvoda, svinjskog mesa i prerađevina od svinjskog mesa, duhana i duhanskih proizvoda, kao i za namjene koje su u suprotnosti sa principima poslovanja Islamskih finansijskih institucija i koje su aktima Banke označene kao nedopuštene. U slučaju kršenja navedenog, Banka ima pravo klijentu uskratiti daljnje pružanje bankarske usluge i/ili raskinuti ugovorni odnos.

By using banking services the client is obliged not to direct the funds for games of chance, procurement of alcohol and alcoholic products, pork and pork products, tobacco and tobacco products, as well as for purposes contrary to the business principles of islamic financial institutions and which are marked as illicit by the Bank's acts. In a case of violation above mentioned, the Bank has the right to deny the client further provision of banking services and/or to terminate contractual relationship.

Član 17./Article 17.

Banka se obavezuje da će klijentu jedanput mjesečno i bez naknade dostaviti obavještenje/izvod, na način definisan izjavom klijenta prilikom podnošenja zahtjeva za korištenje bankarske usluge koja podrazumijeva slanje mjesečnog izvoda.

The Bank commits to deliver to the client notification/account statement once a month free of charge, in the manner defined by client's statement while submitting an applications form for the use of banking service which includes sending a monthly statement.

Izvod koji dostavlja Banka sadrži sve promjene po računu zavisno od vrste usluge: transakcije, profitnu maržu, uplate, naknade, eventualno obračunate penale. U slučaju da klijent u uobičajenom roku ne zaprimi izvod, dužan je kontaktirati Banku i informirati se o razlozima zbog kojih nije dobio izvod/e i stanju mjesečne obaveze. Nezaprimanje izvoda ne oslobađa klijenta obaveze izmirenja nastalih obaveza.

The statement that the Bank delivers contains all account – related changes: transactions, profit margin, payments, fees and possibly calculated penalties. In the event that the client doesn't receive the statement within usual the usual period, he is obliged to contact the Bank and to inquire about the reasons why he didn't receive the statement/s and the status of monthly obligation. Failure to receive the statement doesn't acquit the client from the obligation to settle incurred obligations.

Član 18./Article 18.

Klijent je obavezan za uspostavu poslovnog odnosa dostaviti Banci svu dokumentaciju propisanu važećim propisima i aktima Banke. Pored propisane dokumentacije, Banka zadržava pravo da od klijenta zahtijeva i dodatnu dokumentaciju i informacije kao uslov za uspostavu poslovne saradnje.

The client undertakes to submit necessary documentation to the Bank for the purpose of establishing business relationship as required by valid regulation and Bank's acts. In addition to specified documentation, the Bank reserves the right to request additional documentation and information from the client as a condition for establishing a business cooperation.

Banka osigurava da klijent bude obaviješten o vrsti, sadržaju i načinu podnošenja dokumenata (original, kopija i sl.) kao i starosti dokumenta, načinu ovjere i ostalim bitnim elementima koje mora sadržavati dokumentacija čije je podnošenje obavezno prema propisima koji uređuju sprječavanje pranja novca i finansiranja terorizma.

The Bank ensures that the client is informed about the type, contents and methods of submitting documents (original, copy etc.), as well as date of issue of the document, method of verification and other key elements, that the documentation has to contain, whose submission is mandatory according to the regulations governing prevention and detection of money laundering and terrorist financing.

Banka ima pravo, iz razloga poduzimanja zakonom propisanih radnji i mjera za sprečavanje pranja novca i finansiranje terorizma, odložiti ili odbiti pružanje usluga i izvršenje transakcije po nalogu ili za račun klijenta.

The Bank is entitled, for the purpose of undertaking legally prescribed activities and measures of preventing money laundering and terrorist financing, to delay or refuse provision of services and execution of a transaction by order or for the account of the client.

V USPOSTAVLJANJE POSLOVNOG ODNOSA IZMEĐU KLIJENTA I BANKE/ESTABLISHMENT OF A BUSINESS RELATIONSHIP BETWEEN THE CLIENT AND THE BANK

Član 19./Article 19.

Poslovanje između klijenta i Banke obavlja se zaključivanjem odgovarajućih ugovora, kao i pružanjem usluga klijentu od strane Banke bez zaključenja ugovora, ali uz potpisivanje i/ili razmjenu odgovarajućih dokumenata, naloga i obavještenja koji čine sastavni dio bankarske usluge koju je Banka pružila, odnosno obavila po nalogu ili u korist klijenta.

Dealings between the client and the Bank are performed by conclusion of corresponding agreements, as well as Bank's provision of services to the client without entering into a agreement, but with signing and/or exchange of corresponding documents, orders and notifications, which make an integral part of the service provided by the Bank, i.e. performed by order or in favour of the client.

Ugovor se sačinjava u pisanoj formi i sadrži sve bitne elemente koji su definisani odgovarajućim propisima koji se odnose na obligacione odnose, uključujući i propise koji se odnose na zaštitu korisnika finansijskih usluga. Banka propisuje broj primjeraka ugovora u zavisnosti od vrste i prirode ugovora/dokumenta.

The agreement is composed in a written form and contains all essential elements defined by adequate regulations that are related to the obligations, including regulations governing the protection of users of financial services. The Bank prescribes number of copies of the agreement depending the type and the nature of the agreement/document.

U ugovoru koji zaključuju klijent i Banka, novčane ugovorne obveze moraju biti određive, i vremenski i po iznosu. Novčana ugovorna obaveza je vremenski određiva, ako se na osnovu ugovorenih elemenata može utvrditi kada dopijeva.

In the agreement concluded by the client and the Bank, pecuniary contractual obligations must be defined, by time and by the amount. The pecuniary contractual obligation is definable by time, if based on contracted elements its maturity can be defined.

Banka naplatu svojih potraživanja može vršiti s bilo kojeg računa klijenta u Banci, a u skladu s ugovorom i pozitivnim pravnim propisima.

The Bank may collect its claims from any of the client's accounts with the Bank, in accordance with the agreement and valid legal regulations.

Član 20./Article 20.

Ako bilo koji pojam pojedinačnog sporazuma sud, arbitražni sud ili bilo koje drugo nadležno tijelo proglasi nevažećim ili neprovedivim, to neće utjecati na valjanost, zakonitost i izvršnost preostalih uvjeta ovog sporazuma. Nevaljani ili neizvršivi pojam smatrat će se zamijenjenim važećim i izvršivim pojmom koji najbliže odražava namjeru strana, uključujući poštivanje principa islamskog bankarstva. Ovo se mutatis mutandis odnosi na pravne praznine u bilo kojem pojedinačnom sporazumu. Ukoliko u pojedinačnim ugovorima sa klijentima (javnim preduzećima), zbog primjene pozitivnog prava u BiH, klijenti nisu u mogućnosti prihvatiti određene pojmove islamskog bankarstva, navedeni pojmovi zamijenit će se terminima koji najbliže odražavaju namjeru ugovornih strana. Ovo će se smatrati izuzetkom od pravila, a korišteni termini neće utjecati na valjanost i izvršnost ugovora s tim da će Banka učiniti maksimalne napore da se ti pojmovi unaprijede pri narednom ugovaranju sa tim klijentom.

Should any term of an individual agreement be declared invalid or unenforceable by a court, an arbitral tribunal or any other competent authority, this shall not affect the validity, lawfulness and enforceability of the remaining terms hereof. The invalid or enforceable term shall be deemed replaced by a valid and enforceable term which closely reflects the parties' intent including compliance with Islamic banking principles. This applies on mutatis mutandis principle for all legal gaps in any individual agreement. If in individual contracts with clients (public/state owned companies), due to the application of valid law in B&H, the clients are not in position to accept certain terms of Islamic banking, these terms will be replaced by terms that most closely reflect the intention of the parties. This will be considered as an exception from the general rule, and the terms used will not affect the validity and enforceability of the contract but with the Bank's obligation to make maximum efforts to improve the terminology in the next contract with certain clients.

Član 21./Article 21.

Ugovor o korištenju Bankarskih usluga prestaje jednostranim raskidom ugovora od strane Banke ili klijenta, sporazumnim raskidom, odlukom suda ili drugog nadležnog organa u skladu sa zakonom i smrću klijenta ili na drugi način predviđen važećim propisima između klijenta i Banke.

The agreement on the use of banking services is terminated by unilaterally termination by the Bank or by the client, termination by the agreement, by decision of the court or other competent authority in accordance with the law and by death of the client or otherwise provided by valid regulations between the client and the Bank.

Klijent je u slučaju raskida Ugovora dužan izmiriti sve obaveze prema Banci.

In case of termination of the agreement the client is entitled to settle all his debts towards the Bank.

VI CIJENE I NAKNADE/PRICES AND FEES

Član 22./Article 22.

Banka za sve svoje usluge samostalno određuje visinu profitnih marži, stopu prinosa i naknada, a u skladu sa tržišnim uslovima u momentu kad se zaključuje poslovni odnos.

The Bank independently determines the amount of profit margins, rate of return and fees for all of its services, and in accordance with market conditions in the moment when a business relationship is concluded.

Član 23./Article 23.

Nominalna profitna marža (skraćeno NPM) koju Banka primjenjuje za bankarske usluge može biti ugovorena kao fiksna i promjenjiva profitna marža.

Nominal profit margin (abbreviation NPM) applied by the Bank for all banking services can be contracted as fixed or variable profit margin.

Fiksna profitna marža predstavlja jedinstvenu profitnu stopu za cijeli period trajanja ugovora o korištenju bankarskih usluga.

The fixed profit margin represents a unique profit rate for the entire period of the agreement on a use of the banking services.

Promjenjiva profitna marža predstavlja profitnu maržu čija visina zavisi od ugovorenih promjenjivih elemenata. U toku trajanja ugovora nominalna profitna marža može se mijenjati u zavisnosti od promjena njenog varijabilnog dijela. Banka je u obavezi da klijenta obavijesti o svakoj promjeni profitne marže odnosno njenog promjenljivog dijela u zakonski predviđenom roku.

The variable profit margin represents a profit margin whose amount depends on contracted, variable elements. During the term of the agreement nominal profit margin may change depending on changes of her variable part. The Bank is entitled to inform the client about every change of the profit margin or its variable part within legally prescribed period.

Ukoliko se radi o promjenjivoj profitnoj marži Banka je dužna u informacionom listu odnosno ugovoru o bankarskoj usluzi navesti i visinu promjenljivog elementa koja je važeća na dan izdavanja informacionog lista, odnosno na dan zaključenja ugovora.

In the case of a variable profit margin the Bank is entitled to state in the information sheet or in the agreement on a banking services amount of the variable element that is valid on the day of issuing of the information sheet, i.e. on the day of conclusion of the agreement.

Član 24./Article 24.

Efektivna profitna marža (skraćeno EPM) je diskontna stopa koja izjednačava, na godišnjoj osnovi, sadašnje vrijednosti svih novčanih primanja sa sadašnjim vrijednostima svih novčanih izdataka na osnovu korištenja bankarskih usluga, a koje su poznate u momentu iskazivanja ove stope. Efektivna profitna marža izražava sve uključene troškove i naknade. Efektivna profitna marža se izračunava i iskazuje u skladu sa Odlukom o jedinstvenom načinu obračuna i iskazivanja efektivne kamatne stope na kredite i depozite Agencije za bankarstvo FBiH i Agencije za bankarstvo RS kao i Uputstva Agencije za bankarstvo FBiH i RS-a za primjenu odluke o jedinstvenom načinu i obračunu iskazivanja efektivne kamatne stope na kredite i depozite, te Zakona o bankama RS i Zakona o zaštiti korisnika finansijskih usluga u FBiH.

Effective profit margin (abbreviation EPM) is a discount rate that equates on annual basis, the present values of all financial incomes with the present values of all financial expenses based on the use of banking services, that are known at the moment of reporting this rate. Effective profit margin expresses all included costs and fees. Effective profit margin is calculated and expressed in accordance with the Decision on the unique method of calculating and expressing effective profit rate on loans and deposits of the Federal Banking agency and the RS Banking Agency and the Instruction of Federal and RS Banking Agency for the application of the decision on the unique method of calculating and expressing effective profit rate on loans and deposits, as well as the Law on banks of the RS and the Law on protection of users of banking services in FBiH.

Član 25./Article 25.

U slučaju kašnjenja u izvršavanju nastalih obaveza prema Banci, klijent bezuvjetno pristaje platiti ugovorne penale koji će se obračunavati mjesečno na iznos kašnjenja, a naplaćeni iznos penala će biti usmjeren u dobrotvorni fond (Charity Fund), u skladu sa aktima Banke.

In case of delay in fulfilling liabilities to the Bank, the client implicitly agrees to pay contractual penalty that will be calculated on monthly basis on the amount of delay, and the collected amount of penalties will be directed to the Charity Fund in accordance with acts of the Bank.

Član 26./Article 26.

Visinu stope prinosa za svaki tip štednog uloga (na a'vista štedni ulog Banka ne isplaćuje prinosa), utvrđuje Banka. Vrsta i visina stope prinosa, uslovi promjenjivosti, način obračuna, pripisa, uslovi i rokovi isplate prinosa, predmet su svakog zaključenog ugovora za određenu vrstu depozitnog štednog uloga.

The amount of the rate of return on each type of the savings account (on a'vista savings account the Bank doesn't pay the yield), is determined by the Bank. The type and the amount of the rate of return, conditions of variability, method of calculation, attribution, conditions and terms of payment of the yield, are the subject of each concluded agreement for a certain type of deposit savings account.

Član 27./Article 27.

Naknade koje Banka obračunava i naplaćuje mogu biti fiksne ili promjenjive, a isto se reguliše kroz zaključene ugovore, tarife ili informacione liste za one bankarske usluge koje ne podrazumijevaju zaključenje Ugovora.

Fees calculated and charged by the Bank may be fixed and variable, the same is regulated through concluded agreements, tariffs or information sheets for those banking services that don't imply conclusion of the Agreement.

VII BANKARSKA TAJNA I ZAŠTITA PODATAKA/BANKING SECRECY AND PERSONAL DATA PROTECTION

Član 28./Article 28.

Bankarska tajna je poslovna tajna.

Banka će štiti tajnost transakcija i usluga koje pruža kao i podatke o klijentu i s njim povezanim licima u skladu s važećim propisima. Podaci o klijentu se ne smiju otkrivati neovlaštenim trećim licima osim ukoliko drugačije nije predviđeno prinudnim propisima, aktom nadležnog organa ili ukoliko je klijent Banci dao saglasnost da se može drugačije postupiti.

Banking secrecy is a trade secret.

The Bank will protect the secrecy of transactions and services that it provides, as well as of the client's and his/her related person's data, in accordance with applicable regulations. The client's data may not be disclosed to unauthorized third parties unless otherwise was stipulated by mandatory regulations, by the act of competent authority or if the client has given his consent that the Bank may proceed differently.

Član 29./Article 29.

Potpisivanjem ugovora i/ili izjave klijent daje neopozivu saglasnost Banci na prikupljanje, spremanje, snimanje, uvid, korištenje, razmjenu i prenos njegovih podataka, kao i drugih podataka u svrhu obavljanja redovnih poslova Banke, a u cilju sprečavanja pranja novca i finansiranja terorizma, kao i da prosljeđuje podatke pravnoj osobi koja vrši usluge i poslove sa Bankom koji proizlaze iz osnovne djelatnosti pružanja bankarskih usluga.

By signing the agreement and/or statement, the client gives an explicit consent to the Bank, to collect, store, record, inspect, use, exchange and transfer his/her data, and other data for the purpose of daily business activities of the Bank, and in order to prevent money laundering and terrorist financing, as well as to forward data to a legal entity, which performs services and activities with the Bank, deriving from the core activity of offering banking services.

U cilju redovnog i nesmetanog odvijanja poslovnog odnosa, klijent je obavezan obavijestiti Banku o svakoj promjeni podataka koje su od važnosti za korištenje bankarskih usluga:

- ličnih podataka (npr. promjena imena ili prezimena, adrese prebivališta ili boravišta), i/ili
- statusnih promjena (npr. stajanje, pripajanje, promjena djelatnosti, promjena ovlaštenih lica).

For the purpose of regular and uninterrupted maintenance of the business relationship, the client is obliged to inform the Bank about any change of data that are important for the use of banking services:

- *personal data (e.g. change of name, surname, domicile address) and/or*

- *status changes (e.g. standing, mergering, change of business activity, change of authorised persons).*

Klijent odgovara za sve propuste ili štete koje bi nastale uslijed nepridržavanja dostave podataka o nastalim promjenama.

The client is responsible for any omissions or damages that would occur due to non – compliance in delivery of changes of the data.

VIII PRIGOVOR KLIJENTA/COMPLAINT BY THE CLIENT

Član 30./Article 30.

U slučaju primjedbi klijenta na nepridržavanje odredbi iz ovih Općih uslova ili drugih propisa, klijent ima pravo podnijeti prigovor, usmenim ili pisanim putem.

Usmeni prigovor korisnik može podnijeti Kontakt centru Banke putem broja telefona 0800 200 20, ili u bilo kojoj organizacionoj jedinici Banke.

In case of the complaint by the client for non – compliance with the provisions from these General Terms and Conditions or other regulations, the client has the right to file a complaint orally or in written way. The client may submit an oral complaint by phone 0800 200 20 to Bank's Contact centre, or in any organizational unit of the Bank.

Prigovor u pisanoj formi klijent može podnijeti na Protokol Banke na adresu: Sarajevo, Trg djece Sarajeva bb ili elektronskim putem na e-mail adresu info@bbi.ba.

The client may submit written complaint to the Bank's Protocol at the address: Sarajevo, Trg djece Sarajeva bb or electronically by e-mail address: info@bbi.ba.

Pismeni prigovor klijenta treba da sadrži osnovne podatke o klijentu, opis spornog odnosa između klijenta i Banke, dokaze na kojima klijent zasniva prigovor, te vrijeme i mjesto njegovog nastanka.

The client's written complaint should contain basic information about the client, the description of the disputed relationship between the client and the Bank, the evidence on which the client bases the complaint, as well as time and place of its occurrence.

Banka će odgovor klijentu dostaviti u roku od 30 dana od dana podnošenja prigovora. U slučaju da je klijent nezadovoljan odgovorom Banke, ima pravo uputiti pisanu obavijest Agenciji za bankarstvo na adrese:

- Agencija za bankarstvo FBiH, Zmaja od Bosne 47 b, Sarajevo ili
- Agencija za bankarstvo RS, Vase Pelagića 11, Banja Luka, u za to previđenom roku.

The Bank will provide an answer to the client within 30 days from the day of submitting the complaint. In case that the client is not satisfied with the answer of the Bank, the client is entitled to notify the Banking Agency in writing at the addresses:

- *Federal Banking Agency, Zmaja od Bosne 47 b, Sarajevo or*
- *Banking Agency of RS, Vase Pelagića 11, Banja Luka, within the deadline.*

IX ZAVRŠNE ODREDBE/FINAL PROVISIONS

Član 31./Article 31.

Ove Opće uslove Banka će učiniti dostupnim klijentu u pisanom obliku u svim poslovnim jedinicama Banke i na web stranici Banke www.bbi.ba.

The Bank will make these General Terms and Conditions available in written form in all business units of the Bank and on the web page of the Bank www.bbi.ba.

Član 32./Article 32.

Termin „Informacioni listovi“ primjenjuje se samo za usluge koje Banka pruža fizičkim licima. Klijent može od Banke tražiti dodatna objašnjenja i instrukcije koje se odnose na primjenu Općih i Posebnih uslova.

The term "Information sheet" is applied only for services provided by the Banks to individuals. The client may ask additional explanations and instructions from the Bank regarding the application of General Terms and Conditions.

Sporovi nastali iz poslovnih odnosa rješavaju se sporazumno, a u suprotnom prihvata se mjesna nadležnost suda u sjedištu Banke, ukoliko Banka i klijent ne ugovore drugačije. Ovi Opći uslovi stupaju na snagu danom donošenja, a primjenjuju se po isteku 15 dana od dana usvajanja istih.

Any dispute arising from business relationship shall be resolved amicable, otherwise the territorial jurisdiction of the court in the Bank's headquarters is accepted, unless the client and the Bank agree otherwise.

These General Terms and Conditions shall enter into force on the day of their adoption and shall apply upon the expiration of 15 days from the day of their adoption.

Član 33./Article 33.

U skladu sa Zakonom o bankama i Statutom Banke, a na prijedlog članova Uprave Banke, Nadzorni odbor Banke usvaja Opće uslove. Nadzorni odbor prenosi ovlaštenje na Upravu Banke za usvajanje Posebnih uslova poslovanja koji će se odnositi samo na pojedinačnu vrstu bankarskog posla i koji dopunjavaju ove Opće uslove i čine njihov sastavni dio.

In accordance with Law on banks and Bank's Statute and at the proposal of the members of the Bank's Management Board, Bank's Supervisory Board adopts General Terms and Conditions. The Supervisory Board delegates authority to the Bank's Management Board to adopt Special Terms and Conditions that will apply only to individuals type of banking operations and which supplement these General Terms and Conditions and form their integral part.