



OPĆI USLOVI POSLOVANJA BANKE SA FIZIČKIM I PRAVNIM LICIMA

U primjeni od 14.03.2025



I UVODNE ODREDBE/INTRODUCTORY PROVISIONS

Član 1./Article 1. (Predmet/Subject)

Opći uslovi poslovanja Banke sa fizičkim i pravnim licima (u daljem tekstu: Opći uslovi) primjenjuju se na fizička i pravna lica koja koriste ili su se obratila Bosna Bank International d.d. Sarajevo (u daljem tekstu: Banka) za korištenje usluga Banke, odnosno za uspostavljanje odnosa između klijenata i Banke, u postupku komunikacije između klijenata i Banke, kao i u obavljanju poslovanja i transakcija između klijenata i Banke.

General Terms and Conditions for Individuals and Legal Entities (hereinafter: the General Terms and Conditions) apply to Individuals and Legal persons who use or have addressed Bosna Bank International d.d. Sarajevo (hereinafter: the Bank) for the use of the Bank's services, i.e. 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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BIC (SWIFT): BBIBBA22

Web stranica Banke: www.bbi.ba
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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 i svrhe koje nisu namijenjene njegovoj poslovnoj ili drugoj komerijalnoj djelatnosti, i kojeg je Banka kao takvog identifikovala (u daljem tekstu: fizičko lice);
- punomoćnik/opunomoćenik je lice kojeg je klijent ovlastio da u njegovo ime i za njegov račun poduzme jednu ili više radnji vezanih za bankarsku uslugu, da takve radnje poduzima u određenom roku ili vremenski ograničeno (do opoziva);
- 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 the Bank's services for personal or family purposes and purposes that are not intended for his business or other commercial activity, and who has been identified as such by the Bank (hereinafter: individual person)*
- *Attorney is a person who has been authorized by the client to undertake one or more actions related to the banking service on his behalf and on his behalf, to undertake such actions within a certain period of time or for a limited period of time (until revoked);*
- *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.

(Poslovni odnos/ Business relationship)

Poslovni odnos je svaki poslovni ili drugi ugovoreni odnos koji Banka uspostavlja ili zaključuje sa Klijentom, a vezano za bankarske usluge.

A business relationship is any business or other contractual relationship that the Bank establishes or concludes with the Client, related to banking services.

Član 45/Article 5.

(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 6./Article 6.

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

Opći uslovi poslovanja se primjenjuju na ugovorene odnose između Banke i Klijenta prilikom uspostavljanja poslovnog odnosa, u postupku informisanja i komunikacije u toku trajanja ugovornog odnosa, osim ukoliko ugovorom ili na drugi način primjena Općih uslova za određenu bankarsku uslugu nije izričito isključena.

The general terms of business are applied to contractual relations between the Bank and the Client when establishing business cooperation, in the process of information and communication during the duration of the contractual relationship, unless the application of the General Terms and Conditions for a specific banking service is expressly excluded by contract or otherwise.

Primjenu Općih uslova klijent prihvata stupanjem u ugovorni odnos povodom ili u vezi sa bankarskom uslugom.

Odredbe Općih uslova shodno se primjenjuju na sve bankarske usluge.

The client accepts the application of the General Conditions by entering into a contractual relationship on the occasion of or in connection with the banking service.

The provisions of the General Terms and Conditions apply accordingly to all banking services.

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. U slučaju neusaglašenosti jedne ili više odredbi ugovora koji Banka zaključi sa klijentom i Općih uslova, primjenjuju se odredbe ugovora.

These General Terms apply separately or together with the individual contract concluded with the client. In case of inconsistency between one or more provisions of the contract concluded by the Bank with the client and the General Terms and Conditions, the provisions of the contract shall apply.

Odredbe Općih uslova imaju prednost u primjeni odnosu na dispozitivne odredbe propisa koji regulišu obligacione i druge odnose, pod uslovom da navedeni propisi nisu imperativne prirode.

The provisions of the General Terms and Conditions have precedence in application over the dispositive provisions of the regulations that regulate obligations and other relationships, provided that the said regulations are not of an imperative nature.

II INFORMISANJE KLIJENATA/INFORMING THE CLIENT

Član 7./Article 7.

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.

Izmjene i dopune Općih uslova vrše se isključivo pisanim putem.

Izmjenjene i dopunjene Opće uslove Banka je dužna da objavi na jednom od službenih jezika u upotrebi u FBiH i RS, najkasnije 15 (petnaest) dana prije početka njihove primjene. Opći uslovi su klijentu dostupni na internet stranici Banke www.bbi.ba te u svakoj poslovnoj jedinici Banke u BiH.

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 izmjene, odnosno primjenu izmjenjenih i dopunjenih Općih uslova ukoliko u periodu od 15 (petnaest) dana, od dana kada su izmjene i/ili dopune postale dostupne, nije u pismenom obliku odbio njihovu primjenu ili primjenu pojedinih odredaba Općih uslova.

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 8./Article 8.

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. Na web stranici Banke www.bbi.ba je klijentima dostupan i termin plan realizacije naloga platnog prometa.

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. . On the website Bank www.bbi.ba, the appointment plan for the realization of payment transaction orders is also available to clients.

Član 9./Article 9.

Identifikacija klijenata i posebni slučajevi identifikacije/ Identification of clients and special cases of identification

Banka je u obavezi izvršiti identifikaciju Klijenata, lica koje na bilo koji način zastupa interese Klijenta (zakonski zastupnik, staratelj, skrbnik isl), njegovog punomoćnika i lica koja se po osnovu navedenih akata smatraju licima koja su povezana sa Klijentima, a u skladu sa propisima koji se odnose na bankarsko poslovanje i pružanje bankarskih usluga, sprečavanje pranja novca i finansiranje terorističkih aktivnosti, te u skladu sa internim aktima Banke.

U skladu sa gore navedenim, Banka od Klijenta može tražiti da prije stupanja u poslovni odnos, u momentu stupanja u poslovni odnos, i za vrijeme trajanja cjelokupnog poslovnog odnosa sa Bankom, Banci dostavi određene podatke ili dokumentaciju.

Za potrebe utvrđivanja nekog Klijentovog statusa (npr. rezident/nerezident) Banka je ovlaštena od Klijenta tražiti ili pribaviti dodatne isprave ili podatke o Klijentu. Dodatno, Banka ima ovlaštenje da ukoliko to zatraže državni organi koji provode nadzor nad poslovanjem Klijenta ili Banke pribavi ili zatraži od Klijenta dodatne isprave ili podatke. Prihvatanjem primjene ovih Općih uslova Klijent se obavezuje navedene podatke i dokumentaciju dostaviti Banci.

The Bank is obliged to identify the Clients, the person who represents the Client's interests in any way (legal representative, guardian, custodian, etc.), his attorney and persons who, based on the aforementioned acts, are considered to be related to the Clients, and in accordance with the regulations that relate to banking operations and provision of banking services, prevention of money laundering and financing of terrorist activities, and in accordance with the internal acts of the Bank.

In accordance with the above, the Bank may ask the Client to provide the Bank with certain data or documentation before entering into a business relationship, at the moment of entering into a business relationship, and during the entire business relationship with the Bank.

For the purposes of determining a Client's status (eg resident/non-resident), the Bank is authorized to request or obtain additional documents or information about the Client from the Client. In addition, the Bank has the authority to obtain or request additional documents or data from the Client if requested by the state authorities that supervise the operations of the Client or the Bank. By accepting the application of these General Terms and Conditions, the Client undertakes to submit the specified data and documentation to the Bank.

Prilikom uspostavljanja poslovnog odnosa, prije provođenja transakcije, ali i u toku trajanja poslovnog odnosa, obavezno se utvrđuje prihvatljivost klijenata u skladu sa važećim Zakonom o sprečavanju pranja novca i finansiranju terorističkih aktivnosti, relevantnim podzakonskim propisima kojima se reguliše ova oblast, te internim aktima Banke.

When establishing a business relationship, before carrying out the transaction, but also during the duration of the business relationship, the acceptability of clients must be determined in accordance with the current Law on Prevention of Money Laundering and Financing of Terrorist Activities, relevant by-laws regulating this area, and internal acts of the Bank.

Član 10/Article 10.

Ugovaranje bankarskih usluga/ Contracting of banking services

Banka u pregovaračkoj fazi klijenta informiše o uslovima i bitnim karakteristikama bankarske usluge koju nudi. Ukoliko se na bankarsku uslugu primjenjuju propisi o zaštiti korisnika finansijskih usluga, Banka je dužna klijentu pružiti informacije o uslovima i svim bitnim karakteristikama bankarske usluge koju nudi u obliku standardnog informacionog lista na reprezentativnom primjeru usluga u pisanom ili elektronskom obliku, na način koji će korisniku omogućiti da uporedi ponude različitih davaoca istih usluga i procjeni da li ugovor odgovara njegovim potrebama i finansijskoj situaciji i koji klijenta neće dovesti u zabludu.

In the negotiation phase, the Bank informs the Client about the terms and essential features of the banking service it offers. If regulations on the protection of users of financial services are applied to the banking service, the Bank is obliged to provide the Client with information on the conditions and all essential features of the banking service it offers in the form of a standard information sheet on a representative example of the services in written or electronic form, in a way that will enable the user to compare the offers of different providers of the same services and assess whether the contract corresponds to his needs and financial situation and which client will not be misled.

Banka će na zahtjev klijenta istom razjasniti podatke, pružiti informacije i dati adekvatna obavještenja u vezi s uslugom koju nudi, te na zahtjev klijenta bez naknada predložiti nacrt ugovora o bankarskoj usluzi.

At the request of the Client, the Bank will clarify the data, provide information and give adequate notices regarding the service it offers, and at the request of the Client, present a draft contract on banking services free of charge.

Ugovor između klijenta i Banke se zaključuje u pisanoj formi. Ugovor mora sadržavati sve bitne elemente predviđene primjenjivim propisima kojima se regulišu obligacioni odnosi, uključujući i Propise o zaštiti korisnika finansijskih usluga tamo gdje se primjenjuju. Novčana obaveza u skladu sa ugovorom o korištenju bankarske usluge mora biti određena, odnosno određiva.

The contract between the Client and the Bank is concluded in writing. The contract must contain all important elements provided by the applicable regulations governing contractual relationships, including the Regulations on the Protection of Consumers of Financial Services, where applicable. The monetary obligation in accordance with the contract on the use of the banking service must be determined, that is, determinable.

Član 11/Article 11

Uspostavljanje poslovnog odnosa i realizacija usluga za Klijente koji su slijepi, slabovidni, gluhi, nijemi ili gluhonijemi i/ili nepismeni/ Establishing a business relationship and providing services for Clients who are blind, visually impaired, deaf, mute or deaf-mute and/or illiterate

Prilikom potpisa ugovorne dokumentacije za finansiranje sa Klijentom koji ima potreškoće da lično pročita i potvrdi da je saglasan sa sadržajem predmetnih dokumenata iz razloga što je slijep, slabovidan ili nepismen, ili što nije pismen, a gluh je, nijem ili gluhonijem, dužan je ovjeriti potpis/rukooznak/otisak prsta kod nadležnog notara u skladu sa zakonskim propisima kojima se reguliše rad notara.

When signing contractual documents with a Client who has difficulty personally reading and confirming that he agrees with the content of the documents in question due to the fact that he is blind, visually impaired or illiterate, or that he is illiterate and is deaf, mute or deaf-mute, he is obliged to certify the signature/hand sign / fingerprint of the competent notary in accordance with the legal regulations regulating the work of notaries.

U slučaju potpisivanja druge dokumentacije, primjenjuju se sljedeća pravila:

- a) Gluh, nijem ili gluhonijem Klijent koji je pismen: U ovom slučaju Klijent mira lično pročitati sadržaj ugovora i potpisati izjavu kojom potvrđuje da je ugovor pročitao, da ga odobrava i da isti odgovara njegovoj stvarnoj volji.
- b) Gluh, nijem ili gluhonijem Klijent koji je nepismen: U ovom slučaju na mjesto potpisa na ugovoru Klijent će ostaviti otisak prsta/rukooznak, uz obavezno prisustvo dva svjedoka od kojih je jedan lice u koje Klijent ima povjerenje, a koji se može znakovima sporazumjeti sa Klijentom. Svjedoci će potpisom izjave na ugovoru potvrditi da je Klijentu ugovor pročitao, te da je Klijent izjavio da je razumio isto. Ovakvo postupanje je obavezno i kada se potpisuju nalozi za transakcije, Bančini obrasci, punomoći i slični dokumenti.
- c) Klijent koji je slijep, slabovidan i/ili nepismen: U ovom slučaju na mjesto za potpis Klijent će staviti otisak prsta/rukooznak, uz obavezno prisustvo dva svjedoka koji će potpisom izjave na ugovoru potvrditi da je Klijentu ugovor pročitao, te da je Klijent izjavio da je razumio isto. Ovakvo postupanje je obavezno i kada se potpisuju nalozi za transakcije, Bančini obrasci, punomoći i slični dokumenti.

In case of signing other documents, the following rules apply:

- a) Deaf, mute or deaf-mute Client who is literate: In this case, the Client must personally read the content of the contract and sign a statement confirming that he has read the contract, that he approves it and that it corresponds to his real will.
- b) Deaf, mute or deaf-mute Client who is illiterate: In this case, the Client will leave a fingerprint/handprint at the place of signature on the contract, with the mandatory presence of two witnesses, one of whom is a person the Client trusts and who can communicate with signs with the Client. By signing the statement on the contract, the witnesses will confirm that the contract has been read to the Client, and that the Client has stated that he understood the same. This procedure is also mandatory when signing transaction orders, Bank forms, powers of attorney and similar documents.

c) Client who is blind, visually impaired and/or illiterate: In this case, the Client will place a fingerprint/handprint in the signature place, with the mandatory presence of two witnesses who will confirm by signing the statement on the contract that the Client has read the contract, and that the Client stated that he discussed the same. This procedure is also mandatory when signing transaction orders, Bank forms, powers of attorney and similar documents.

Svjedoci moraju biti punoljetni i znati jedan od službenih jezika, s tim da najmanje jedan od svjedoka mora znati čitati i pisati.

Svjedoci ne mogu biti:

- Lica koja ne mogu valjano svjedočiti uslijed duševnih ili tjelesnih nedostataka;
- Lica koja su zaposlena u Banci;
- Lica koja mogu imati bilo kakvu korist od posla čijem zaključivanju svjedoče.

Identitet svjedoka se utvrđuje uvidom u ličnu kartu.

Witnesses must be of legal age and know one of the official languages, with at least one of the witnesses having to be able to read and write.

Witnesses cannot be:

- *Persons who cannot testify validly due to mental or physical defects;*
- *Persons employed in the Bank;*
- *Persons who may have any benefit from the business whose conclusion they witness.*
- *The identity of the witness is determined by inspecting the identity card.*

Član 12/Article 12

Naknade i marže/ Fees and profit margin

Redovna profitna marža (NPM i EPM) koju Banka primjenjuje za bankarske usluge, može biti ugovorena kao promjenjiva i fiksna profitna marža.

Fiksna profitna marža predstavlja jedinstvenu profitnu maržu za cijeli period trajanja ugovora o koorištenju bankarskih usluga.

Promjenjiva profitna marža predstavlja profitnu maržu čija visina zavisi od ugovorenih promjenjivih elemenata, odnosno promjenjivih i fiksnih, s tim da su promjenjivi elementi zvanično objavljeni. Na promjenjive elemente ne može uticati jednostrana volja niti jedne od ugovorenih strana. Ukoliko je Banka ugovorila sa Klijentom promjenjivu profitnu maržu, Banka će na odgovarajuće mjesto u prostorijama banke, kao i na lužbenoj web stranici banke www.bbi.ba, javno objaviti i učiniti dostupnim podatke o kretanju vrijednosti promjenjivih elemenata od kojih zavisi visina profitne marže.

The regular profit margin (NPM and EPM) applied by the Bank for banking services can be contracted as a variable and fixed profit margin.

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

The variable profit margin is a profit margin, the amount of which depends on the contracted variable elements, i.e. variable and fixed, with the fact that the variable elements are officially published. The variable elements cannot be influenced by the unilateral will of any of the contracting parties. If the Bank has agreed with the Client on a variable profit margin, the Bank will publicly announce and make available data on the movement of the value of the variable elements on which the amount of the profit

margin depends on the appropriate place in the bank's premises, as well as on the bank's official website www.bbi.ba.

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

Član 13./Article 13.

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 14./Article 14.

Obavještenje koje Banka uputi na adresu (poštansku 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 dokazati na osnovu izvještaja o sistemskim logovima; ;
- *if sent by electronic mail – on a day when an electronic message was sent, which may be proved with system log reports;*
- 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 dokazati na osnovu izvještaja o sistemskim logovima odštampanim prikazom.
- *If sent by SMS message – on a day when an electronic message was sent, which may be proved withsystem log reports .*

Član 15./Article 15.

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 16./Article 16.

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](tel:080020020), 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 17./Article 17.

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 18./Article 18.

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 19./Article 19.

Banka prije, za vrijeme ili nakon obavljanja transakcije ili uspostave poslovnog odnosa s klijentom poduzima zakonom propisane radnje i mjere za sprječavanje 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 20./Article 20.

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 21./Article 21.

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 22./Article 22.

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 23./Article 23.

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 24./Article 24.

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 dospijeva.

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 25./Article 25.

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 26./Article 26.

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.

Član 27./Article 27.

Prestanak ugovora/ Termination of contract

Svako ponašanje Ugovornih strana suprotno od ugovorenih obaveza predstavlja kršenje Ugovora i ovlašćuje Ugovorne strane da mogu jednostrano raskinuti Ugovor.

Danom slanja obavijesti o raskidu Ugovora, cjelokupni iznos dospjelih obaveza po računu se smatra dospjelim za plaćanje.

Klijent i Banka mogu u bilo koje vrijeme otkazati Ugovor bez obaveze obrazloženja istog. Otkaz Ugovora se vrši u pisanoj formi.

U slučaju jednostranog raskida ovog Ugovora od strane Banke, otkazni rok iznosi 60 dana od dana slanja obavijesti o raskidu.

Izjava o raskidu upućuje se ugovornim stranama preporučenim pismom sa povratnicom na adrese iz ugovora, odnosno na adrese o kojima je naknadno u pisanom obliku Banka obaviještena kao o promjeni adresa. Ta učinjena izjava proizvodi pravne učinke trenutkom slanja bilo da je uručena, bez obzira da li je dostava uspjela ili ne, osim ako u samoj izjavi nije šta drugo navedeno.

Banka zadržava pravo za slučaj Klijentovog nepotpunog ili neurednog ispunjenja obaveza iz ovog Ugovora, da predmetno potraživanje ustupi trećem licu u skladu sa zakonskom regulativom, u svrhu naplate istog, bez daljnje saglasnosti Klijenta, o čemu je Banka dužna obavijestiti Klijenta, izuzev ako je nastavila da u ime i za račun Prijemnika vrši naplatu ustupljenog potraživanja od Klijenta.

Any behavior of the Contracting Parties contrary to the contractual obligations constitutes a breach of the Agreement and authorizes the Contracting Parties to unilaterally terminate the Agreement. On the day of sending the notice of termination of the Agreement, the entire amount of due obligations on the account is considered due for payment.

The Client and the Bank may cancel the Agreement at any time without the obligation to explain it. Contract termination is done in writing.

In case of unilateral termination of this Agreement by the Bank, the notice period is 60 days from the date of sending the notice of termination.

The declaration of termination is sent to the contracting parties by registered letter with return receipt to the addresses in the contract, that is, to the addresses of which the Bank was subsequently notified in writing as a change of address. That statement made produces legal effects at the moment of sending, regardless of whether it was delivered, regardless of whether the delivery was successful or not, unless otherwise stated in the statement itself.

The Bank reserves the right, in the case of the Client's incomplete or improper fulfillment of the obligations under this Agreement, to assign the claim in question to a third party in accordance with the law, for the purpose of collecting it, without further consent of the Client, of which the Bank is obliged to inform the Client, unless it continued to in the name and on behalf of the Recipient collects the assigned claim from the Client.

VI CIJENE I NAKNADE/PRICES AND FEES

Član 28./Article 28.

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 29./Article 29.

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 30./Article 30.

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 31./Article 31.

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 32./Article 32.

Visinu stope prinosa za svaki tip štednog uloga (na a'vista štedni ulog Banka ne isplaćuje prinos), 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 33./Article 33.

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 34./Article 34.

Bankarska tajna je poslovna tajna.

Bankarskom tajnom smatra se podatak, činjenica ili saznanje do kojih su došli dioničari, članovi organa Banke i zaposleni u Banci obavljajući poslove i izvršavajući dužnosti iz svoje nadležnosti, kao i lica društava koje vrše reviziju Banke i druga lica koja zbog prirode posla koji obavljaju imaju pristup tim podacima, a čije bi otkrivanje neovlaštenom licu nanijelo ili moglo da nanese štetne posljedice za Banku i njene klijente. Bankarska tajna predstavlja poslovnu tajnu.

Bankarskom tajnom smatraju se naročito:

- Podaci koji su poznati Banci, a odnose se na lične podatke, finansijsko stanje i transakcije, kao i na vlasništvo ili poslovne veze klijenata Banke ili druge banke;
- Podaci o stanju i prometu na pojedinačnim računima klijenata otvorenih u Banci.

Bankarskom tajnom ne smatraju se:

- Javni podaci;
- Zbirni podaci;
- Podaci o dioničarima.

Podaci o klijentu koji čine bankarsku tajnu ne smiju se otkrivati neovlaštenim trećim licima osim ukoliko drugačije nije predviđeno pozitivnim propisima ili ukoliko klijent za takvo postupane nije dao posebnu saglasnost, ukoliko je ista potrebna.

Izuzev u slučajevima koji predstavljaju izuzeće u smislu primjenjivih propisa, za dostavu ili saopštavanje trećim licima podataka koji čine bankarsku tajnu Banka je dužna u formi posebnog dokumenta obezbijediti pisanu saglasnost lica koja sa Bankom zaključuju ugovor o pružanju bankarskih usluga.

Saglasnost za dostavu, korištenje i obradu podataka vrijedi do okončanja poslovnog odnosa klijenta sa Bankom, osim ukoliko nije data Saglasnost koja se primjenjuje na duži period ili pozitivnim propisima ili na drugi način predviđena obaveza dužeg korištenja, obrade i dostave podataka.

Banka također prikuplja i obrađuje lične i druge podatke fizičkih lica – zakonskih zastupnika i punomoćnika klijenata. Banka ove podatke prikuplja i obrađuje u svrhu obavljanja svojih djelatnosti i radi vršenja ugovorenih ili drugih prava i obaveza koji proizilaze ili su vezani za poslovni odnos klijenta i Banke.

Bank secrecy is a trade secret.

A banking secret is information, fact or knowledge obtained by shareholders, members of the Bank's bodies and employees of the Bank while performing tasks and performing duties within their competence, as well as persons of companies that audit the Bank and other persons who, due to the nature of the work they perform, have access to those data, the disclosure of which to an unauthorized person would cause or could cause harmful consequences for the Bank and its clients. Bank secrecy is a business secret.

In particular, the following are considered banking secrets:

- *Data known to the Bank and related to personal data, financial status and transactions, as well as ownership or business relationships of clients of the Bank or another bank;*
- *Data on balance and transactions on individual client accounts opened at the Bank.*

The following are not considered bank secrets:

- *Public data;*
- *Summary data;*
- *Data on shareholders.*

Information about the client that constitutes a banking secret must not be disclosed to unauthorized third parties unless otherwise provided by positive regulations or unless the client has given special consent for such treatment, if it is required.

Exception in cases that represent an exception in terms of the applicable regulations, for the delivery or communication to third parties of data that constitute a banking secret. The Bank is obliged to provide written consent in the form of a separate document from the persons who conclude a contract with the Bank on the provision of banking services.

Consent for the delivery, use and processing of data is valid until the end of the client's business relationship with the Bank, unless Consent is given that applies for a longer period or positive regulations or other means stipulate the obligation of longer use, processing and delivery of data.

The bank also collects and processes personal and other data of individual persons - legal representatives and proxies of clients. The Bank collects and processes this data for the purpose of

performing its activities and for the purpose of exercising contractual or other rights and obligations arising from or related to the business relationship between the client and the Bank.

U cilju redovnog i nesmetanog odvijanja poslovnog odnosa i poštivanja pozitivno-pravnih propisa iz oblasti zaštite podataka, 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).

With the aim of regular and smooth development of the business relationship and compliance with positive legal regulations in the field of data protection, the client is obliged to inform the Bank of any change in data that is important for the use of banking services:

- *personal data (e.g. change of name or surname, address of residence or residence), and/or*
- *status changes (e.g. termination, merger, change of activity, change of authorized 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.

U skladu sa naprijed navedenim, Banka je dužna da osigura zaštitu podataka od gubitka, uništenja, neovlaštenog pristupa ili neovlaštene izmjene i svake druge zloupotrebe podataka u svojim bazama podataka. Način na koji Banka prikuplja, obrađuje i štiti lične podatke detaljnije je opisan u Informaciji o obradi i zaštiti ličnih podataka od strane Banke, a koja je dostupna na internet stranici Banke www.bbi.ba.

In accordance with the above, the Bank is obliged to ensure the protection of data against loss, destruction, unauthorized access or unauthorized changes and any other misuse of data in its databases. The manner in which the Bank collects, processes and protects personal data is described in more detail in the Information on processing and protection of personal data by the Bank, which is available on the Bank's website www.bbi.ba.

VIII PRIGOVOR KLIJENTA/COMPLAINT BY THE CLIENT

Član 35./Article 35.

Klijent, sudužnik ili drugo lice koje osigurava ispunjenje obaveza klijenta ima pravo na podnošenje prigovora, ako smatra da se Banka ne pridržava odredaba zakona, podzakonskih propisa, općih ili posebnih uslova poslovanja, dobrih poslovnih običaja i obaveza iz zaključenog ugovora.

The client, co-borrower or other person who ensures the fulfillment of the client's obligations has the right to file a complaint, if he believes that the Bank does not comply with the provisions of the law, by-laws, general or special business conditions, good business practices and obligations from the concluded contract.

Prigovor se može uputiti:

- usmeno u svakoj poslovnoj jedinici Banke u okviru radnog vremena te poslovne jedinice i to dolaskom u poslovnu jedinicu;

- usmeno Kontakt centru Banke putem broja telefona 0800 200 20,
- dostavljanjem pisanog prigovora lično ili putem pošte u bilo koju poslovnu jedinicu Banke ili na adresu sjedišta Banke;
- elektronskim putem na elektronsku adresu prigovor@bbi.ba ili putem internet stranice www.bbi.ba.

Objection can be sent to:

- orally in each business unit of the Bank within the working hours of that business unit, and by arriving at the business unit;
- orally to the Bank's Contact Center via phone number 0800 200 20,
- by delivering a written complaint in person or by mail to any business unit of the Bank or to the address of the Bank's headquarters;
- electronically to the e-mail address prigovor@bbi.ba or via the website www.bbi.ba.

Klijent može odabrati jedan ili više načina na koji će uputiti prigovor Banci.

Ukoliko klijent uputi usmeni prigovor, a nije zadovoljan odgovorom Banke, klijent ima pravo na podnošenje pisanog prigovora i/ili podnošenje prigovora elektronskim putem.

The Client can choose one or more ways to submit a complaint to the Bank.

If the Client sends a verbal complaint and is not satisfied with the Bank's response, the client has the right to submit a written complaint and/or submit a complaint electronically.

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 objection should contain basic information about the client, a description of the disputed relationship between the client and the Bank, the evidence on which the client bases the objection, and the time and place of its origin.

Banka je dužna na prigovor klijentu odgovoriti u roku od 30 (trideset) dana ukoliko je za isti nadležna Agencija za bankarstvo FBiH, a 15 (petnaest) dana ukoliko je nadležna Agencija za bankarstvo RS, računajući od dana kada je zaprimila podneseni prigovor.

The bank is obliged to respond to the client's complaint within 30 (thirty) days if the FBiH Banking Agency is responsible for it, and 15 (fifteen) days if the RS Banking Agency is responsible, counting from the day it received the submitted complaint.

U slučaju da Banka ne dostavi odgovor na prigovor u propisanom roku ili je podnosilac prigovora nezadovoljan ili Banka ocijeni da je prigovor klijenta neosnovan ili klijent ne prihvati prijedlog Banke za rješavanje spornog odnosa, klijent ima pravo uputiti pisani obavijest i uložiti prigovor Ombudsmenu za bankarski sistem koji djeluje pri nadležnoj Agenciji za bankarstvo i to kako slijedi:

- u roku od 3 (tri) mjeseca od dana prijema odgovora Banke ili isteka roka u kojem je Banka bila dužna da odgovori na pisani prigovor Klijenta ukoliko je za rješavanje prigovora nadležan Ombudsman za bankarski sistem pri Agenciji za bankarstvo FBiH (Zmaja od Bosne 47 b, Sarajevo) ili
- u roku od 6 (šest) mjeseci od dana prijema odgovora Banke ili isteka roka u kojem je Banka bila dužna da odgovori na pisani prigovor Klijenta ukoliko je za rješavanje prigovora nadležan Ombudsman za bankarski sistem pri Agenciji za bankarstvo RS (Vladike Platona 1/A, Banja Luka).

In the event that the Bank does not submit an answer to the complaint within the prescribed period, or the complainant is dissatisfied, or the Bank judges that the client's complaint is unfounded, or the client does not accept the Bank's proposal for resolving the disputed relationship, the client has the right to send a written notice and lodge a complaint with the Ombudsman for the Banking System, which operates at the competent Banking Agency as follows:

- *within 3 (three) months from the date of receipt of the Bank's response or the expiration of the deadline in which the Bank was obliged to respond to the Client's written complaint if the Ombudsman for the Banking System at the FBiH Banking Agency (Zmaja od Bosne 47 b , Sarajevo) or*
- *within 6 (six) months from the date of receipt of the Bank's response or the expiration of the deadline in which the Bank was obliged to respond to the Client's written complaint if the Ombudsman for the Banking System at the Banking Agency of the RS (Vladike Platona 1/A, Banja Luka*

IX ZAVRŠNE ODREDBE/FINAL PROVISIONS

Član 36./Article 36.

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 37./Article 37.

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 38./Article 38.

U skladu sa Zakonom o bankama i Statutom Banke, a na prijedlog članova Uprave Banke, Nadzorni odbor Banke usvaja Opće uslove.

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.

Stupanjem na snagu ovih Općih uslova van snage se stavljaju Opći uslovi poslovanja banke sa fizičkim i pravnim licima v.1.1. br. 1513-1.11/22 od 26.07.2022.godine

With the entry into force of these General Terms and Conditions, the General Terms and Conditions of Bank Business with Individuals and Legal Entities v. 1.1 are superseded. no. 1513-1.11/22 dated July 26, 2022