



## GENERAL TERMS AND CONDITIONS OF KUIK

These general terms and conditions of the use of KUIK (hereafter, the “GTCs”) provide a general overview of the rights, obligations, as well as conditions of use of KUIK, and constitute the agreement between Bank and User. User must read and accept these GTCs prior to enrolling for and using KUIK, and User is considered to have read, understood and agreed to these GTCs prior to enrolling for and using KUIK.

### 1. DEFINITIONS

- **“Bank Account”** – shall refer to the User’s bank account in the Bank which will be connected to KUIK.
- **“Beneficiary”** – shall refer to the User which is the transferee of each valid Transfer Order.
- **“Bank”** – shall refer to Raiffeisen Bank sh.a., existing and organized under the laws of Albania, having its registered office at Rr. e Kavajes, P.71, Sh.1, Ap.4, Tirana, Albania.
- **“Device”** – shall refer to any mobile device, with an Android or iOS operating system, compatible with the KUIK Application, which the User operates to use KUIK.
- **“Full Rights User”** – shall refer to the User who has completed the enrolment process for KUIK at the Bank by completing the relevant form, accepting and signing these GTCs. The Full Rights User shall be able to use all KUIK services and features as provided herein.
- **“Intellectual Property”** - shall refer to any and all patents, trademarks, designs, copyright, know-how, trade secrets, domain names, internet addresses, rights in confidential information, and all other intellectual property rights, whether registered or unregistered, and rights to apply for any of the same, related to or embodied in KUIK and its Application.
- **“KUIK”** – shall refer to the service provided by Bank to Users, used via the Application, enabling domestic bank account-to bank account transfers, both interbank and intrabank. KUIK includes services such as funds transfer, balance enquiry, transaction details, and any other services Bank may decide to provide from time to time via KUIK.
- **“KUIK Account”** - shall mean the data of the User registering/registered for KUIK which allows the User to authenticate/access to the KUIK Application and use its services.
- **“KUIK Application or Application”** – shall refer to a mobile application, that can be downloaded by Users from the respective application stores of the Android and iOS platforms, which enables Users to access and use KUIK. The Application can be used from Devices as specified herein.
- **“KUIK Transfers” or “KUIK Transactions” or “Transfers” or “Transactions”** – shall refer to the successful electronic transfer of funds from one bank account to another, by transfer orders sent to and processed by KUIK.
- **“Limited User”** – shall refer to the User who has completed the enrolment process for KUIK online, by completing the relevant information and accepting (via click-to-accept) these GTCs. The Limited User shall have limited and restricted access use of KUIK. The Limited User shall become a Full Rights User upon signing in person these GTCs at the Bank.
- **“MSISDN”** – shall refer to a mobile phone number.
- **“One Time Password (OTP)”** - shall refer to a code (a series of numbers) sent to the User via SMS, usable **only once**, which the User inserts in the KUIK Application for the authentication of his/her Device in KUIK. The validity of the OTP is 2 (two) minutes.



- **“Online Enrolment”** – shall mean the online enrolment for KUIK using the KUIK Application by filling all the required data/information by the User. The User shall make sure that such data/information matches exactly those registered at the Bank. In case of any mismatch between the above, the online enrolment process will not be successful, and the User shall have to visit the Bank to successfully enrol for KUIK. An online enrolled User is a Limited User.
- **“Personal Data”** - shall have the same meaning as the one used in the Law no.9887, dated 10.03.2008 “For the protection of personal data”, as amended, and General data Protection Regulation.
- **“Personal Identification Number (PIN)” and/or “Touch ID”** – shall refer to a code (series of numbers) and/or User’s fingerprint(s) which makes possible the access and authentication of the User in KUIK and confirms/authorizes the Transfer Orders and any other actions initiated or undertaken by User in the KUIK App.
- **“User”** – shall refer to any and all Bank customers, who hold at least one active bank account with the Bank, and who have enrolled for, whether at the Bank or online, and/or use KUIK to send and/or receive funds, and who, for this purpose, have clicked-to-accept and/or signed these GTCs. The User may be a Limited User or a Full Rights User. Unless specified otherwise, User shall mean both Limited and Full Rights Users.
- **“Transfer Amounts Daily Limit”** – shall refer to the maximum Transfer amount volume allowed to be sent by the User within 24 hours (00.00 AM to 23.59 PM) via KUIK. For the sake of clarity, this limit shall be applied to the cumulative amount of Transfers executed within one day. Any changes applied to limits shall be notified to the Users by the Bank.
- **“Transfers Number Lifetime Limit”** – shall refer to the total number of Transfers allowed to be sent during the entire lifetime of using KUIK, applicable to Limited Users.
- **“Transfer Amounts Lifetime Limit”** – shall refer to the maximum Transfer amount volume allowed to be sent during the entire lifetime of using KUIK, applicable to Limited Users. For the sake of clarity, this limit shall be applied to the cumulative amount of Transfers executed during the lifetime of using KUIK as a Limited User.
- **“Transfer Order”** - shall refer to a legally binding and valid transfer order issued by the User, through KUIK, to Bank for the purpose of transferring funds from the User’s (**“Sender”**) Bank Account to another User’s (**“Beneficiary”**) Bank Account. When the Transfer Order has been correctly issued by the User pursuant to the procedures set out herein, such Transfer Order shall have the same force and effect as if it were issued in writing and bearing the signature of the User.
- **“Working Days”** – shall refer to every working day of the week, from Monday to Friday, 9 am – 5 pm, with the exception of official holidays.

## 2. KUIK DESCRIPTION

KUIK is a solution offered by the Bank, which enables fund transfers initiated and ordered through a mobile application. The User may use KUIK to send and/or receive funds. In order to use KUIK, the User must enrol for KUIK in the Bank or through Online Enrolment.

The User shall be identified in KUIK through his/her MSISDN. This MSISDN shall be connected to the User’s Bank Account with the Bank, and shall serve as a “username” when logging in to KUIK. The User shall access KUIK using his/her MSISDN and PIN.



Besides funds transfer, other services included in KUIK are: balance inquiry, transactions statement, etc. The Bank reserves the right to amend at any time, without any specific prior approval by the User, the range of services provided through KUIK. Any amendments to the already agreed services provided by KUIK as provided herein, shall be communicated to the User via the Application or SMS and/or email, where applicable.

The Application can be downloaded on and used by any Device with an Android or iOS operating system and compatible with the Application technical criteria. Download and use of the Application and KUIK is free of charge. Exception is made for any fees charged by mobile operator and/or internet service providers for data usage which do not fall under the responsibility of the Bank.

The ability to use and the performance of the Application may be affected by the compatibility of the Device used and its operating system with the requirements of the Application and/or internet. Such compatibility requirements may change from time to time, without prior notice to the User.

User may use KUIK through internet provided from any internet provider, mobile network operator, Wi-Fi or else, and the User is the sole and exclusive responsible party for the payment of the internet tariffs deriving from the download and use of the Application. Bank advises Users not to use public Wi-Fi-s for security reasons. User may use KUIK from everywhere, even outside the territory of the Republic of Albania. The use of the Application under these conditions shall be submitted to the tariffs of the relevant internet provider.

User may issue Transfer Orders 24/7, 7 days/week for the benefit of other Users already enrolled for KUIK that have an active current account in Albanian currency with the Bank. All transactions performed through KUIK will be authorized, cleared and settled only in domestic currency (ALL), or any other currency that may be allowed by the Bank in the future. Upon successful execution of the transfer, both Sender and Beneficiary, shall receive a confirmation notification from the Application, and an email, where applicable, confirming that such transfer has been executed. The Transfer Orders are executed in real time (instantly), are irreversible, and the funds sent are readily available.

### **3. USER APPROVAL FOR THE USE OF KUIK**

By accepting these GTCs, User declares that Bank has provided him/her with any and all information regarding KUIK, that any and all documents regarding KUIK were made available to him/her, and that he/she has understood and agrees with all the rights and obligations arising from these GTCs.

Upon enrolling for KUIK, User is considered to have accepted and is submitted without any exception to all laws and regulations, as well as these GTCs for the use of KUIK, present or future, and, User agrees to receive, from time to time, communications from Bank, in the form of SMS and/or email or other, where the User is informed regarding KUIK.

### **4. KUIK ENROLMENT**

KUIK enrolment may be done in person at the Bank or through an Online Enrolment process, resulting respectively in Full Rights Users and Limited Users. The Bank reserves the right to refuse



the request of an individual to enrol for KUIK without providing any reasons whatsoever for such decision.

User shall provide Bank with any information and/or original document that may be requested by the Bank pursuant to the laws and regulations in power, as well as other documents which are considered necessary by Bank for the purpose of offering KUIK.

User may use KUIK only from one Device at the same time. In case User wishes to use KUIK from a new Device, he/she shall perform the authentication process SMS-OTP of this new Device as specified below, by being granted access in this new Device. After being granted access in this new Device, the access in the previous Device is revoked.

- **Bank Enrolment**

User shall enrol for KUIK at the Bank by filling out the subscription form, providing the ID card and other information as may be requested by Bank and signing these GTCs. Upon enrolment for KUIK, User shall receive the activation code from Bank. After downloading the Application, the User shall open it and shall complete the sign in process as per the instructions of the Bank officer.

The User is strongly recommended to finalize the enrolment process at the branch in order to avoid any issues including but not limited to OTP expiry.

- **Online Enrolment**

The User shall download and open the KUIK Application, and choose the option to enrol for KUIK online (“Sign up”). After filling in the required information, and accepting these GTCs, the User shall receive an OTP by SMS. All entered data must match exactly those registered at the Bank. The OTP is to be inserted in the Application within 2 (two) minutes after its receipt. Should the User insert the incorrect OTP 5 (five) times, the KUIK account will be blocked and the User will need to visit the Bank to unblock KUIK, and register as a Full Rights User (see above). After inserting the OTP, User will be asked to create and confirm a personalized PIN. Users who have enrolled for KUIK online will be Limited Users, who shall have limited use of KUIK, besides the limits and/or restrictions applicable to all Users. Once the limits applicable to Limited Users are reached, the Limited User can no longer send, but can still receive funds. A Limited User should go to the Bank to become a Full Rights User.

## **5. TRANSFERS THROUGH KUIK**

User can enrol for and use KUIK only after complying with the following conditions:

- holds at least one bank account in ALL with the Bank;
- possesses a Device and holds an Albanian mobile telephone number (MSISDN);
- has filled out the respective subscription form (online or at the Bank) and has understood and accepted these GTCs;
- has not subscribed for KUIK in any other bank;
- his/her Device has been authenticated in KUIK;



- is not subject to any legal impediments for using bank accounts, pursuant to the legislation in power.

A User subscribing for KUIK at the Bank will be entitled to select the bank account to be used with KUIK for sending and receiving funds. In the case of Limited Users enrolled online, the Bank shall select a default bank account of the User held with the Bank, fulfilling the following conditions:

- must be linked with a debit card
- must have available balance  $\geq 0$
- must have at least 1 salary credited at the moment of activating KUIK online.

User can send funds through KUIK, from his/her Bank Account to another User's Bank Account by issuing a Transfer Order. User initiates the transfer of funds from his/her Bank Account, and for this purpose authorizes Bank to debit his/her Bank Account, and credit the funds to the Beneficiary's Bank Account, subject to the limitations set hereunder and availability of funds in Sender's Bank Account. Sender shall only select the Beneficiary's MSISDN from his/her contact list and the insert amount to be transferred. Sender may also choose to include a personalized message to the Beneficiary.

Once a Transfer Order has been sent, the Application shall display a message related to the status of the Transfer Order. Upon successful execution of the Transfer Order, the User shall receive confirmation of its execution in and by the app, and/or an email, where applicable.

## **6. COMMISSION AND LIMITS**

- **Commissions**

The use of KUIK shall be free of charge for the User, both in sending and receiving funds.

- **Limits**

Besides the limitations placed by the relevant legislation, Bank reserves the right to place further limitations on Transfer Orders.

Bank shall apply the following limits on Transfers, applicable for all Users (Full Rights Users and Limited Users):

- A Transfer Amounts Daily Limit of 15.000 (fifteen thousand) ALL.

Bank shall apply the following limits on Transfers, applicable only for the Limited Users:

- A Transfers Number Lifetime Limit of 10 (ten) Transfers under this status; and/or
- A Transfer Amounts Lifetime Limit of 5000 (five thousand) ALL under this status.

Once the Limited Users reach one of the above limits, they can no longer use KUIK to send, but only receive funds. To become KUIK Full Rights Users they have to visit the Bank.



Bank reserves the right to amend above limits by notifying Users 15 (fifteen) days prior to intended changes, through existing communication channels and/or as the KUIK Application.

## **7. RESPONSIBILITY**

### **User:**

- must keep PIN, OTP, activation code, Device and/or MSISDN (SIM card) safe at all times, not provide them to third parties, thus being fully responsible for any damage, loss or theft caused by third parties;
- must notify the Bank for any changes in those Personal Data that have been declared while enrolling for KUIK;
- must immediately notify the Bank of any irregularity or malfunctioning of KUIK;
- must abide by these GTCs, as well as any other instructions of the Bank;
- is fully responsible for the accuracy of the Transfer Order sent through KUIK;
- acknowledges that Transfer Orders are executed on an MSISDN basis. Therefore, User is the sole party responsible for the accuracy of entering and storing the Beneficiary MSISDN;
- authorizes Bank to execute every Transfer Order issued by User through KUIK;
- shall bear sole and exclusive responsibility regarding any and all financial and/or moral loss and/or damage resulting from his/her negligence, recklessness, wilful misconduct and/or fraudulent actions;
- guarantees that he/she does not intend to use, and will not use KUIK for illegal purposes, including but not limited to money laundering and/or terrorism financing.

### **Bank:**

- guarantees the quality and functionality of KUIK in compliance with the applicable law and regulations in force;
- shall inform User through any of the notification methods foreseen by these GTCs on any amendment to the GTCs at least 15 (fifteen) Working Days before such amendments come into force. If User does not object in writing to these amendments, or otherwise terminates his/her enrolment in KUIK within 10 (ten) Working Days following this notification, such amendments shall be considered to be accepted by User, otherwise User shall be entitled to request the termination of KUIK;
- reserves the right to reject an individual's application for KUIK enrolment;
- reserves the right to suspend or terminate KUIK for any User for non-compliance with these GTCs and/or applicable legislation, and/or for reasons deemed appropriate by Bank;
- reserves the right to reject and/or suspend a Transfer Order;
- at its sole discretion, reserves the right to undertake additional actions to verify the validity of a Transfer Order or the identity of User;
- shall be responsible only for the execution of the Transfer Orders sent through KUIK if User's Bank Account has sufficient funds to execute the Transfer Order, and if the Transfer Order does not exceed the limits placed by Bank and/or relevant legislation, if any;
- shall not be responsible for the malfunction of the equipment/devices and telecommunication networks falling outside its control and responsibilities, which may affect in any way the submission of Transfer Orders to Bank;
- shall not be responsible of electronic or mechanical defects, inability to download data, viruses, defects and/or other problems connected to User's device;



- shall not be held responsible for any direct or indirect damages or losses caused to User resulting from User's non-compliance with these GTCs;
- shall consider as valid, final and binding any Transfer Order sent pursuant to the procedures set forth herein. Bank reserves the right to undertake additional actions to verify the validity of the Transfer Order or the identity of User (Sender and/or Beneficiary), besides the standard procedures set out in these GTCs. The Transfer Orders shall be considered valid, irrevocable and binding as soon as they have been received by Bank. User is fully responsible for the accuracy of the Transfer Orders;
- shall execute the Transfer Orders only if the conditions for their execution, set out in these GTCs, are fulfilled;
- in the event of a considerable security risk, Bank reserves the right to interrupt KUIK at any time, in order to protect User until the risk has been eliminated, by notifying User through the Application, email and/or SMS;
- Bank shall apply no other direct or indirect commission to Users in relation to Transfer Orders placed by Users through KUIK and/or the use of KUIK by Users. For the avoidance of doubt, the present provision does not include fees or commissions applied by Bank which may derive exclusively from its banking activity excluding KUIK, and transactions for which, Users have entered into separate agreements with Bank;
- reserves the right to impose restrictions and/or limits, in amount and time, on Transfers. Any such limitations and/or other applicable restrictions to the Transfers shall be informed to User as provided herein.

Bank and User shall apply high level security, technical and organizational measures, which shall render possible the minimization of unauthorized interventions in KUIK.

## **8. CUSTOMER CARE**

User may submit complaints for irregularities noticed in the course of using KUIK within 5 (five) Working Days from the date such irregularity was noticed. Complaints may be sent in writing to the offices of Bank, through post, or electronically to [Ankesa.online@raiffeisen.al](mailto:Ankesa.online@raiffeisen.al) or Bank's website. Bank shall make all efforts to solve the problem, object of the complaint as soon as possible.

If User requires assistance or support for the usage of KUIK or any questions arise during its use, User may contact Bank in one of the following alternatives:

- By sending an email to: [ankesa.online@raiffeisen.al](mailto:ankesa.online@raiffeisen.al)
- By calling the number +35542381381; or
- By sending a letter to the address: Raiffeisen Bank sh.a., Blv. "Bajram Curri", Qendra ETC, Kati 7, Tirana.

## **9. COLLECTION AND PROCESSING OF PERSONAL DATA**

All Users' Personal Data shall be collected and processed further exclusively for the purposes of enrolling for and offering KUIK. Bank shall use Users Personal Data only for the purpose of providing KUIK to Users and Users using KUIK.



Upon accepting these GTCs, User is considered to have given his/her explicit and clear consent for the collection, transfer, storage, use and processing of his/her Personal Data in the context of using KUIK.

Upon accepting these GTCs, User shall be deemed to have understood and willingly and explicitly authorizes Bank to transmit to its service providers and/or contractors for processing, the Personal Data of the Users, for the purpose of KUIK provision.

Upon accepting these GTCs, User gives his/her explicit consent to receive communications regarding the use and services offered by KUIK, through SMS and/or other communication channels that may be available to both Bank and User. User has the right to revoke such consent at any time.

User is responsible of informing Bank on any and all amendments to his/her Personal Data and/or information which may affect use of KUIK. User must visit the Bank to notify such amendments. Such data amendments can be done only by Full Rights Users. Limited Users, can amend their data, by visiting the Bank and becoming Full Rights Users.

Bank and User shall apply high level security, technical and organizational measures which shall render possible the minimization of unauthorized interventions in the system, changes or loss of data.

The Bank is responsible for the fulfilment of all the obligations provided in the legislation for personal data protection. The User has all the rights provided in this legislation, including, but not limited to:

- Right for access;
- Right to request the blocking, rectification or erasure;
- Right not to be subject to automated decision-making;
- Right to object;
- Right to complain;
- Right to compensation for damages.

Bank shall collect and process the following data from Users, for the enrolment for and use of KUIK: Name; Surname; Social Security Number (“**SSN-Personal Number**”); Date of birth, MSISDN; User’s bank account number (IBAN); User’s Mobile Network Operator, Device’s identification number (known as UDID, Device ID and/or Vendor ID, depending on the Operating System of the Device); the Contacts List of the User’s phone; Address; Email address.

Bank shall store User data for no more than 5 (five) years following termination of these GTCs.

## **10. KUIK TERMINATION AND SUSPENSION**

If Bank chooses not to offer KUIK anymore or to interrupt its provision, it shall notify Users via the Application, email and/or SMS at least 15 (fifteen) Working Days before such event takes place. Upon accepting these GTCs, User agrees and gives his irrevocable consent that in any case Bank shall bear no responsibility towards User for such termination and/or interruption.





KUIK may be interrupted or terminated due to maintenance, modification, amendments or other interventions in KUIK, or in the relevant platforms of Bank, or for any other reasons outside the control of Bank or for any other reasons as deemed reasonable by Bank.

User may request at any time the termination of KUIK. Full Rights Users can terminate KUIK by visiting the Bank and completing the relevant form. Limited Users can terminate KUIK online by using the Application.

User may uninstall/remove the Application from the Device at any time. Such uninstallation/removal shall not mean the termination of KUIK. After the Application's uninstallation/removal, no User's transaction data shall be lost, and such uninstallation/removal shall not affect in any way the usage of KUIK, if User reinstalls it.

Bank may terminate KUIK for a User for the following reasons:

- when the GTCs and/or the instructions of Bank are breached or not followed;
- if User closes his Bank Account with the Bank.

Bank may temporarily suspend KUIK and block its access to a User to preserve his/her security:

- if User enters 3 (three) consecutive times a wrong PIN. In this case, User must visit the Bank to unblock his KUIK Account;
- if User enters 5 (five) consecutive times a wrong OTP. In this case, User must visit the Bank to unblock his KUIK Account;
- if User notices or suspects that his/her PIN, OTP, activation code, Device and/or MSISDN (SIM card) have been lost, stolen or there has been unauthorized access in them. In this case, User must immediately notify the Bank in one of the manner provided in Article 8 "Customer Care";
- if the Bank has a reasonable doubt that the User's PIN, OTP, activation code, Device and/or MSISDN (SIM card) may have been compromised or if it notices unauthorized access or unusual activity of User in KUIK.

Bank reserves the right to temporarily interrupt the transfers in general, or to specific Beneficiaries or by specific Senders. In such case User will not be allowed to initiate a Transfer Order by being notified preliminarily by the Application.

Bank, at its sole discretion, reserves the right to add, modify and/or remove certain mobile operating systems from the Application, to add and/or remove support for certain mobile operating systems and to not allow access to the Application from certain mobile operating systems.

## **11. UNAUTHORIZED USE**

User is responsible for maintaining the confidentiality of his/her PIN, activation code, OTP and the safety of his/her Device and/or MSISDN (SIM Card). User must not give his/her PIN, activation code, OTP, Device and/or MSISDN to any unauthorized person and shall take any and all necessary steps to prevent unauthorized persons to learn any of the above, and/or use or come into possession of User's Device and/or MSISDN.



User shall notify Bank as soon as possible if he/she suspects that an unauthorized person has come to know his/her PIN, activation code, OTP, or that they, together with User's Device and/or MSISDN, have been stolen, and have been used to perform unauthorized transfers through KUIK, and Bank shall suspend the use of KUIK, and User shall visit the Bank to reactivate KUIK. In this situation, the Limited User must become a Full Rights User in order for Bank to reactivate KUIK.

If User suspects any of the above, he/she may change/reset his/her PIN using the Application.

If User fails to notify the Bank immediately upon noticing any abusive actions with his/her PIN, activation code, OTP, Device, MSISDN, or any theft thereof, then User shall be held responsible for any and all Transfer Orders and/or Transfers having been placed and/or performed until the moment Bank has been notified by User on such events.

## **12. LIMITATIONS OF LIABILITY**

Bank shall not be liable in the event of:

- mistaken Transfer Orders issued by User;
- mistaken or unauthorized use of KUIK;
- losses or damages caused by the use of KUIK when the latter is forbidden, limited, delayed or affected in any way or form by the laws and regulations in force and/or by the conditions of internet, that allows User to download, access and use KUIK;
- losses or damages caused by actions or omissions of User while using KUIK;
- inability or delays to access and/or use KUIK;
- internet service costs, weak or missing internet signal during the use of KUIK;
- inability to download the Application, or incompatibility of the Application with the Device;
- mistakes in the information transmitted by User through Transfer Orders, including but not limited to the transfer amount or the Beneficiary's MSISDN;
- abusive use by any unauthorized third parties of User's PIN, activation code, OTP, Device and/or MSISDN due to User's fault or negligence;
- malfunctioning of User's Device;
- inability of User and/or his/her Device to download/access/use the Application;
- electronic and/or mechanical defects of User's Device, or any viruses and/or any other problems of the Device;
- hacking of User's Device.

Bank does not warrant that the access to KUIK and its usage will be uninterrupted and error-free, or that defects, if any, will be corrected, and Bank does not make any representations or warranties about the accuracy, reliability, currency, quality, completeness, usefulness, performance, security or suitability of KUIK.

Bank is not liable to User or any other person for damages of any kind arising from or in connection with the use of the KUIK, unless specified otherwise herein.

User is responsible for maintaining the Device he/she uses to access and use KUIK, and for paying for such devices and any telecommunications charges.



User is responsible for all Transfer Orders issued and transactions that take place from his/her Device and/or under his/her PIN, and shall indemnify Bank against any claims made in respect of such Transfer Orders.

Without limiting the foregoing, Bank does not guarantee that KUIK will meet User's requirements; that KUIK will be available at any time or location, uninterrupted; or that any defects or errors will be corrected.

Bank is not responsible for any security breaches, hacking, malwares, risks, damages, losses and any other malicious and/or unwanted consequences coming from using the Application from a rooted and/or jailbroken Device. User using the Application from a rooted and/or jailbroken Device shall consider and shall be the sole and exclusive responsible for all security breaches, hacking, malwares, risks, damages, losses and any other malicious and/or unwanted consequences associated with using a rooted and/or jailbroken Device.

### **13. INTELLECTUAL PROPERTY**

KUIK, the Application, all related software, and all registered or non-registered rights, copyrights, trade secrets, content, know-how, and any other intellectual property rights therein or relating thereto are and shall remain exclusive property of Bank or its service providers/licensors/contractors.

All trademarks, logos, slogans and taglines included in KUIK are property of Bank or its service providers/licensors/contractors. All other trademarks, logos, slogans and taglines included in KUIK, if any, are the property of their respective owners. Any use of the above, without the relevant authorization from the respective owner, is expressly prohibited. Except as otherwise specifically provided herein, nothing in these GTCs and/or using KUIK should be construed as granting any license or right to use any trademarks, logos, slogans or taglines displayed on KUIK without Bank's or respective owner's express written permission.

Using KUIK does not permit User, and User agrees not to: copy, reproduce, modify, decompile, reverse engineer or otherwise attempt to discover any programming code or any source code used in or with KUIK or otherwise use KUIK other than as permitted in these GTCs. Bank reserves all the rights that are not explicitly granted in these GTCs in relation to KUIK.

### **14. MODIFICATIONS AND UPDATES**

Bank may revise these GTCs at any time under its sole discretion, and shall notify User as provided herein.

Bank reserves the right to terminate KUIK and/or modify its features, or its policies, at any time.

User may need to install the Application updates that may be introduced from time to time, in order to continue to properly use KUIK.

### **15. PROOF OF PAYMENT**



Bank shall not provide printed proof of payment for Transfers performed through KUIK. Confirmation for the successful performance of Transfers shall be given by the Application and email. Transfers performed through KUIK shall be listed also in the account statement of User's Bank Account issued by Bank.

## **16. APPLICABLE LAW AND DISPUTE RESOLUTION**

These GTCs have been drafted and shall be implemented pursuant to the Albanian legislation. In the event of disputes which may not be resolved amicably between Bank and User, the exclusive court for the resolution of disputes shall be the Tirana District Court.

## **17. USER'S DECLARATION**

I understand that all my personal data, declared in this form and/or in any other document (form/contract) declared or signed with the Bank, in relation to and for the purposes of providing KUIK, are data that will be processed by the latter with the highest security standards, conform all existing legal framework, with the sole purpose of offering KUIK and/or to fulfil any legal obligation of the Bank, imposed by a legal and/or regulatory act in force in the Republic of Albania. I understand that it remains my full responsibility to update all the personal data as they may be amended and also I've been aware of my right to require from the Bank, through a written request, to correct or delete any personal data of mine.

### **Processing of personal data**

I declare that the information provided in this application is true and correct.

I hereby give my consent to the Bank to collect my personal data as above, as well as to process them furtherly only for the purpose of providing KUIK for which I'm applying. I understand that any personal information regarding my person will be treated with a higher level of security in full compliance with the provisions of Law no. 9887 dated 10.03.2008 "On the Protection of Personal Data" and bylaws issued for its implementation. Also it is in compliance with requirements of General Data Protection Regulation ("GDPR").

Moreover, I declare and grant my consent for further processing of the personal data by the Bank by transferring these data to the contracting parties which may be in the capacity of the processor in the framework of designing, maintaining and administrating the current account. In such context, I have been aware to the fact that the personal data are transferred to CRISP Centralized Raiffeisen International Services & Payments S.R.L having its seat in Bucharest- Rumania, so that the Bank may practice the needed vigilance and perform its other legal obligations that derive from the legislation in place on money laundering prevention.

I hereby authorize the Bank to store my personal data for a term of up to 5 years after the termination of KUIK for the User. I am aware of the fact that for any questions or information regarding the processing of my personal data, I have the right to address my enquiries by sending an e-mail to [rba.dataprotection@raiffeisen.al](mailto:rba.dataprotection@raiffeisen.al).

Also, I understand that pursuant to the provisions of GDPR and the Law on Protection of Personal Data as well as the by-laws issued for its implementation, I may at any time exercise the right of access or the right to request the blocking, rectification or deletion of personal data processed by the



Bank. I also reserve a right to claim to the “Information and Data Protection Commissioner”, and a right to withdraw from this consent for my data processing at any time.

**Further Processing of Personal Data**

I give my unconditional approval to Raiffeisen Bank to use my personal data on my benefit for promotional offers concerning products and/or services packages that the Bank provides, (or may provide in the future) through one or more communication channels including but not limited to: i) the Official Mail ii) SMS iii) Phone Call iv) E-mail etc. In such context, I authorize Raiffeisen Bank that, pursuant to the highest security standards defined in the legal and regulatory framework in force, to transfer my personal data for further processing to third parties specialized in this particular field. Furthermore, I declare that I've been aware of my right to require to the Bank at any time, to revoke this approval.

Hereby I confirm that I have read, understood and accepted these GTCs and have received a copy of them.

**USER**

**NAME SURNAME .....**

**SIGNATURE .....**