

**SPECIAL TERMS OF USE OF THE PLATFORM
FOR EXCHANGE AND SIGNING OF DIGITAL DOCUMENTATION FOR LEGAL ENTITIES
UNICREDIT BANK SERBIA JSC BELGRADE**

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GENERAL PROVISIONS

The Platform for the exchange of digital documentation (hereinafter: the Platform) represents an internet ("web-based") service provided by UniCredit Bank Srbija a.d. Belgrade (hereinafter: the Bank) to its clients - legal entities, enabling the exchange and signing of Electronic Documentation with Qualified Electronic Signatures.

Specific features that the Platform provides to users:

- Exchange of documentation without physical presence
- Signing of documentation with a Qualified Electronic Signature
- Security in the immutability of exchanged documents

1. These terms of service regulate the conditions and manner of use of the Platform, as well as the rights, obligations, and responsibilities regarding their contracting and use by legal entities (hereinafter: Users), as well as individuals authorized to use the service on behalf of those legal entities (hereinafter: End Users) and the Bank.
2. The rights and obligations of Platform Users are governed by these Special Terms of Use of the Platform for legal entities (hereinafter: Special Terms) by the End User's Declaration for Platform Services and the Request for Access and Use of the Platform.
3. The use of the Platform constitutes a service provided exclusively to Bank's Clients, i.e., legal entities with an open account or account package at the Bank.
4. Information about the offer of products and services whose documentation the User can exchange or sign with Qualified Electronic Certificates on the Platform itself is available on the Bank's website www.unicreditbank.rs within the document Product and Document List.
5. For each product for which the Bank will enable exchange and signing via the Platform, the Bank will provide the User with access on the Bank's website www.unicreditbank.rs through the Product and Document List, which can be exchanged or digitally signed regarding the use of the selected product.
6. By signing the End User's Declaration for Platform Services during the initial registration on the Platform, the End User confirms that they are familiar with and agree to all provisions of these Special Terms and fully accept them, as well as being informed about the User Manual for using the Platform and the Product and Document List.
7. The User is responsible for all information provided in the Request for Access and Use of the Platform necessary for its proper and secure functioning submitted to the Bank and confirms that the provided data is given under full material and criminal liability. The User is obliged to promptly inform the Bank of any changes (e.g., mobile phone number, email address, and others).
8. Documents forwarded by the Bank to the Platform User have the same legal validity as documents sent by mail and can replace them. A signature with Qualified Electronic Certificates has the same legal effect as a handwritten signature, all in accordance with the Law on Electronic Document, Electronic Identification, and Trust Services in Electronic Business.

I. MEANING OF INDIVIDUAL TERMS

Certain terms used in these Special Terms have the following meanings:

1. **User** - a legal entity whose legal representative submits a Request for Access and Use of the Platform to the Bank.
2. **End User** - an individual authorized by the legal representative of the User to use the Platform on behalf of the User. The legal representative (Signatory) of the User is also considered as the End User.
3. **Signatory** - an End User who possesses a Qualified Electronic Certificate and acts on behalf of the User based on the received authorization. The Signatory may exclusively be the legal representative of the User or a person authorized based on a special power of attorney issued by the legal representative or another competent body of the User.
4. **Username** is a unique string of alphanumeric characters representing one of the elements by which the End User is identified during the registration process on the Platform.
5. **User Manual for using the Platform** is a written document describing the registration process of the End User and the use of the Platform, available on the Bank's website www.unicreditbank.rs
6. **Qualified Electronic Certificate** (qualified electronic signature certificate) is a certificate for electronic signature issued by a qualified trust service provider and meeting the requirements prescribed by the Law on electronic document, electronic identification and trust services in electronic business.

7. **Qualified Electronic Signature** is an advanced electronic signature created by a qualified electronic signature creation device and based on the Qualified Electronic Signature Certificate issued by a qualified trust service provider in accordance with the Law on electronic document, electronic identification and trust services in electronic business (Official Gazette of RS 94/2017 and 52/2021), including all its amendments or supplements.
8. **Electronic signature** is a set of data in electronic form that is associated or logically connected to other (signed) data in electronic form in such a way that the integrity of the data and the identity of the signer are confirmed by the electronic signature.
9. **Access Code/Password** is the code/password used in combination with the username to access the Platform. During the initial login of the End User to the Platform, the End User receives a one-time Password (SMS OTP code) via SMS to the registered phone number, which the End User is required to change to a Password known only to them in the next step.
10. **SMS OTP** code is a series of 6 numbers that the End User receives each time on the registered phone number and is used in combination with the Username and Password when logging into the Platform.
11. **Two-factor authentication** is a method of verifying the identity of the End User where the combination of two factors (something the End User knows and something the End User has) confirms the identity of the End User. In this specific case, something the End User knows is the Username and Password, and something the End User has is the registered phone number (SIM card).
12. **SIGNificant device driver** is an intermediary application that helps the Platform communicate with the User's Electronic Certificates stored on cards or USB tokens (a device similar to a regular USB flash drive containing a unique code necessary for conducting dual authentication). The download of the driver is available on the Bank's website www.unicreditbank.rs
13. **Electronic timestamp** is the official time associated with data in electronic form confirming that the data existed at that particular moment.
14. **An electronic document** is a collection of data consisting of letters, numbers, symbols, graphics, sound, and video materials in electronic form.
15. **An electronic seal** is a set of data in electronic form associated or logically connected with other (sealed) data in electronic form, confirming the integrity of the data and the identity of the sealer.
16. **Validation** is the process of verifying and confirming the correctness of an electronic signature or electronic seal.
17. **The registered phone number** is the phone number that the User provides to the Bank within the document Request for Access and Use of the Platform for each individual End User of the Platform. The Platform sends one-time SMS passwords to the registered phone number, which are used during each individual login to the Platform.
18. The **registered email address** represents the email address that the User provides to the Bank within the document Request for Access and Use of the Platform for each individual End User of the Platform. The registered email address serves as the Username when logging into the Platform.
19. **The document list** – a list of products and documents that can be exchanged and signed on the Platform, available on the Bank's website www.unicreditbank.rs

II. TYPES AND SCOPE OF SERVICES

By using the Platform, the following activities related to Electronic Documents are possible:

1. Exchange of Electronic Documents
2. Commenting or exchanging messages for easier communication between User and Bank for a specific electronic document
3. Signing Electronic Documents
4. Validation of electronic signatures and seals

III. AGREEMENT FOR USAGE

1. The User gains access to the Platform by submitting a correctly filled out and signed Request for Access and Usage of the Platform by the User or an authorized person representing the User, in which the User opts for this type of service.
2. By submitting a Request for Access and Usage of the Platform, the User authorizes certain individuals (End Users) to work on the Platform and determines the level of rights that the End User may have within the Platform. The User can choose between two levels of usage rights:
 - End User with access and signing rights on the Platform – End Users with this level of rights have the ability to exchange Electronic Documentation with the right to read, comment, and sign on behalf of the User. This level of rights can only be assigned to legal representatives of the User or individuals who have special signing authorization issued by the legal representative or other relevant competent authority of the User.

- Other End Users with access rights – End Users with this level of rights have the ability to exchange Electronic Documentation, read documentation, and comment.

IV. DUTIES AND RESPONSIBILITIES OF THE BANK AND THE USER / END USER

1. The User accepts the obligation to fully comply with applicable laws and regulations governing the handling of electronic documents and the Client Guide for using this service when working with the Platform.
2. The legal representative of the User is obliged to safeguard and assumes the responsibility to request from the End User to keep the confidentiality of the Username and Password, so that they do not fall into the possession of third parties. If the User or end user suspects or discovers that someone has learned their Username and/or Password, they are obliged to initiate the Password change procedure, as described in the Client Guide for usage.
3. The legal representative of the User is obliged to request from the Bank to block the End User's account in case of suspected misuse of assigned rights or breach of access credentials to the Platform. To execute the blocking of the user account, it is necessary for the legal representative of the User to submit a request to the Bank for the blocking of the End User's account on the platform. The Bank is obliged to immediately and without delay, and no later than 3 working days, upon the request of the User (available on the Bank's website, www.unicreditbank.rs) execute the blocking of the End User's account.
4. The end user is obliged not to leave the mobile device containing the registered phone number unattended. Also, they are obligated to disable the mode where SMS messages are displayed on the locked screen of their mobile phone.
5. The end user is required to keep the Qualified Electronic Certificate issued in their name under supervision and not to entrust it for use to third parties.
6. The end user is obliged to keep the PIN code for using the Qualified Electronic Certificate confidential.
7. The user is required to install the intermediary application SIGNificant device driver on their computer, which helps the Platform communicate with the certificates on cards or USB tokens.
8. The user is responsible for the accuracy of all data provided to the Bank and is obligated to report any changes to this data.
9. The user is obliged to ensure that an up-to-date antivirus program is installed on all end user computers.
10. The Bank is obliged to enable secure exchange of electronic documents in the following formats: .doc(x) and .pdf. The following formats are not supported: .es3, .et3., .dosszie.
11. The Bank is obliged to enable digital signing of contractual documentation within the Platform using Qualified Electronic Certificates issued by a qualified trust service provider from the Republic of Serbia. Currently supported Qualified Electronic Certificates issued by the Chamber of Commerce of Serbia, Post Office, Ministry of Internal Affairs, and Halcom.
12. The Bank is obligated to provide validation of Electronic Signatures in accordance with applicable laws and regulations governing this area (Regulation on Validation of Qualified Electronic Signature and Qualified Electronic Seal "Official Gazette of RS", number 43 dated June 19, 2019), including all its amendments or supplements.
13. The Bank is required to provide a control system guaranteeing that only individuals with signing authority (legal representatives, individuals authorized by special power of attorney) can sign documentation on behalf of and for the account of the User within the Platform.
14. The Bank is obliged to promptly inform the User of the results of Electronic Signatures validation in situations where it is determined that the Qualified Electronic Certificate was not issued by a Certification Body registered in the Republic of Serbia, that the validity period of the Qualified Electronic Certificate has expired, or that the Certificate used in the signing process is listed as revoked by the Certification Body that issued the certificate.
15. The Bank is obliged to provide access to the Platform and the End User authorized to use the Platform by the competent authority of the User based on a special power of attorney. When

submitting a special power of attorney, the User is obliged to fill out a new Request for Access and Use of the Platform in order to update the information about the Users/End Users authorized to use the Platform. The special power of attorney is submitted on the User's letterhead signed by the legal representative or other competent authority of the User, authenticated by the competent authority for signature authentication, if it concerns an End User who is not an employee of the User. The validity of the given power of attorney is until revoked or until a specific date stated in the Power of Attorney.

16. The Bank is obliged to enable the User to download the signed documentation on the platform, and the process of downloading is more precisely defined in the Client's instructions for use.
17. If the End User fails to fulfil the obligations contained in these Special Conditions, which they accepted by signing the Declaration for Platform Services, the Bank reserves the right to unilaterally terminate the provision of services by sending a Notification.

V. DAMAGES

1. The User bears all damages incurred due to loss, unauthorized or improper use of the Username, Password, Qualified Electronic Certificate, PIN code for using the Qualified Electronic Certificate, phone with the registered phone number.
2. The Bank is not liable for damages if the User/End User, due to intent, gross negligence or ordinary negligence or misconception, causes breaches resulting in harmful consequences. This especially applies to the proper use, security credentials, adequate system installations; that is, the User/End User is obliged to provide licensed, properly configured operating systems on computers from which the Platform will be used.
3. If the User/End User, after starting to use the Platform on the same computer, uses unlicensed, unadapted, or untested applications, as well as in all other cases contrary to these Special Terms of Use and the Client's instructions for use, the Bank bears no responsibility for any harmful consequences.
4. The Bank is not responsible for damage caused by unauthorized use of access rights by third parties, resulting from negligent or reckless actions of the User/End User.
5. The User bears all damages incurred due to loss, unauthorized, or improper use of the electronic signature. Copying the Electronic Signature is prohibited. Any damage caused by copying and attempting to copy is borne by the User.

VI. STORAGE OF PERSONAL DATA AND CONFIDENTIAL INFORMATION

1. The Bank confidentially maintains all data, facts, and circumstances about each User and End User at its disposal.
2. The User agrees that all information provided to the Bank, or obtained by the Bank in providing this service, may be processed and used by the Bank for the purpose of creating a client database, preventing money laundering and terrorist financing, investigating and detecting fraud, resolving complaints, and entering data into documentation arising from the implementation of rights and obligations.
3. The Bank is obliged to handle this information in accordance with its legal obligation to maintain the confidentiality of information obtained in business with the User, ensuring the confidentiality of the handling of such data and full protection of banking secrecy on the part of all persons who will be granted access to protected data, as well as their use for lawful purposes.
4. Personal data of individuals (End Users, Signatories, etc.) The Bank collects, processes, and stores in accordance with the requirements of applicable regulations in this area (primarily the Law on Personal Data Protection), transparently informing individuals about the protection of personal data, processing activities, and related rights, provided through the Processing Notice available on the Bank's website. www.unicreditbank.rs

VII. FINAL PROVISIONS

1. The User agrees that the Bank has the right to change the Special Terms with the obligation of the Bank to provide the User with a proposal for amendments and supplements in writing in accordance with the deadline defined in the document General Terms and Conditions for Legal Entities - General Part.

2. The User may agree that the proposed amendments and supplements shall have legal effect even before the proposed date of their implementation. It shall be deemed that the User has agreed to the proposal for amendments and supplements if they have not informed the Bank of their disagreement with the proposal before the day of their implementation. If the User does not agree with the proposed amendments and supplements, they have the right to cancel the use of the specified service before the proposed date of implementation of the proposed amendments. In case of dispute, the Commercial Court in Belgrade shall have jurisdiction.
3. For all matters not provided for in these Special Terms, the General Terms and Conditions for Legal Entities - General Part shall apply.
4. These Special Terms are in accordance with the Law on Electronic Document, Electronic Identification, and Trust Services in Electronic Business and regulations of the Republic of Serbia and are available on the Bank's website www.unicreditbank.rs as well as in all Bank branches.
5. These Special Terms are made in Serbian and English languages. In case of inconsistency between the Serbian and English versions, the Serbian version shall prevail. The Bank will act diligently in executing User's orders and will do everything in its power to protect the User's interests in each individual case.
6. The provisions of these Special Terms shall enter into force upon adoption by the Bank's Board of Directors and shall apply from 1 August 2024.

Supervisory Board of UniCredit Bank Serbia JSC