



GENERAL TERMS AND CONDITIONS OF M-PAY SERVICE

These general terms and conditions of use of the M-Pay Service (hereafter, the “**General Terms and Conditions**”) provide a general overview of the rights, obligations as well as conditions of use of the cashless payment service offered by Bank and M-Pay (hereafter “**M-Pay Solution**” or “**Solution**”) and constitutes the agreement by and between the Service Provider and the User.

1. DEFINITIONS

- **M-Pay sh.p.k. or M-Pay** is a limited liability company registered with the National Registration Center, NIPT L01711027V, having its registered address at Bul. “Deshmoret e Kombit”, KullatBinjake, Kulla 1, Kati 11, Tirana, licensed by the Bank of Albania with license no. 22, dated 31.05.2011 to exercise the financial activity of payment and money transfer services, pursuant to the legislation in force;
- **Bank** – [INSERT BANK];
- **Payment Order** – is the process of the request and authorization issued by the User to the Service Provider, which contains the request and data for the performance of the relevant payment. When the payment order has been correctly executed by the User pursuant to the procedure set out in Article 3 of these General Terms and Conditions, such payment order shall have the same force and effect as if it were issued in writing and bearing the signature of the User;
- **TopUp**–is the process of recharging pre-paid mobile telephone cards with airtime;
- **User** – is the client of the Bank, and for the purposes of the provision of the M-Pay Solution, a client of M-Pay sh.p.k., who owns at least one account in Lek with the Bank and who having preliminarily signed these General Terms and Conditions as well as the relevant form can use the M-Pay Solution pursuant to these General Terms and Conditions;
- **Merchant** – is any physical and/or legal person offering services to the public, for which services such merchant issues binding bills to the Users, and who has entered into an agreement with M-Pay sh.p.k. in order to offer Users the possibility of paying bills through the M-Pay Solution;
- **Personal Identification Number(PIN)** – is a code (a series of numbers) which makes possible the unique recognition of the User in the M-Pay electronic system;
- **Work Days** –shall mean every day of the week from Monday to Friday, with the exception of public holidays;



- **Service Provider** or **Provider**—any time reference is made to such term in these General Terms and Conditions, it shall refer to the Bank and M-Pay who, pursuant to the preliminary agreement executed between them have decided to execute the present agreement jointly with the User;
- **USSD Menu #777#** - is the mobile telephone menu through which the User shall be able to access the M-Pay Solution;
- **Bill Alert Service** or **SMS Alert**—is one of the services offered as part of the M-Pay Solution, which can be activated by sending an SMS to 55000 (price of SMS 10 Lek, VAT excluded), in order for the User to be notified by the M-Pay system through SMS as soon as the relevant bill has become due;
- **Account** – shall refer to the User’s bank account in Lek at the Bank which shall be connected to the M-Pay Solution;
- **Personal Data:** shall have the same meaning as the one used in Law no. 9887, dated 10.03.2008 “*For the protection of personal data*”.

2. SERVICE DESCRIPTION

The M-Pay Solution offered by Bank and M-Pay (hereafter together “**Service Provider**” or “**Provider**”) enabling the performance of payments through mobile. The User who activates the M-Pay Solution (“**User**”) may benefit from this Solution to pay the bills issued by the Merchants whom with M-Pay has entered into an agreement or will enter into agreements in the future (hereafter together “**Payments**”).

In order to use the Solution, the mobile number of the Users shall be connected to the bank account of the latter with the Bank (“**Account**”). The M-Pay Solution can be used by all type of mobile phone despite the model or technology.

The User may issue a Payment Order for the above-mentioned Payments 24/7. These Payment Orders shall be executed in accordance with the working hours of the Bank. If the User has activated the bill alert system and payment of bills through SMS (“**Bill Alert Service**”), upon successful execution of the payment, the User shall receive an SMS confirming that such payment has been made.

The Service Provider reserves the right to decide the time in which the Payment Order shall be executed, without having the obligation to preliminarily notify the User of the execution time of such payments.

3. USE OF THE SOLUTION AND EXECUTION OF PAYMENT ORDERS

Through the M-Pay Solution, the User authorizes the Service Provider by means of Payment Orders to transfer funds from the User’s bank account to the relevant account of Merchant(s) for the performance of Payments requested by the User.



The User shall be notified for every new Merchant added to the M-Pay Solution, through SMS sent to the User's phone number as provided by the latter at the moment of subscription to the M-Pay Solution.

The User may use the M-Pay Solution only after he/she has fulfilled the following conditions:

- Holds at least one account in Lek with the Bank;
- Holds a mobile telephone number with one of the operators with which the Service Provider has entered into a separate agreement;
- Has filled out the subscription form to activate the M-Pay Solution, has understood and has duly signed the present General Terms and Conditions;
- Is not subject to any legal impediments for using the Solution, pursuant to the legislation in power.

In any case, the Service Provider reserves the right to refuse the request of the User to activate the M-Pay Service without being obliged to provide any reasons whatsoever for such decision.

The User shall provide the Service Provider with any original document that may be requested by the Service Provider, pursuant to the laws and regulations in power, as well as other documents which are considered as necessary by the Service Provider for the purpose of offering the M-Pay Solution.

In the M-Pay Solution subscription form, the User must select the Account from which will be transferred the funds of the Payment Orders. By sending a Payment Order, the User requests the transfer of a definite amount from his Account, and for this purpose authorizes the Service Provider to debit his Account, when there is enough funds in said account, in order to execute the Payment Order. In accordance with the limits defined by the Service Provider, the User may issue Payment Orders, the total sum of which does not exceed the funds available in the Account at the moment of execution.

Upon activation of the M-Pay Solution, the Users shall have the opportunity to access the USSD menu #777# (“**USSD Menu**”) which is an interactive menu making it possible to place Payment Orders for the performance of Payments. In order to access the USSD Menu, the User shall be equipped with a personal identification number (“**PIN**”) which shall be used **only once** to access the USSD Menu. Immediately after the first access to the USSD Menu, the User shall insert the new, personalized 4-digit PIN, which will be used subsequently every time the M-Pay Solution is used.

The USSD Menu shall allow the User to place Payment Orders for Payments offered by the Service Provider. Upon receiving a Payment Order, the USSD Menu shall display a message related to the status of the Payment Order.

The User shall have the possibility to activate the Bill Alert Service by sending an SMS to 55000 (the price per SMS 10 Leke, VAT excluded). Upon activation of the Bill Alert Service, the User shall receive an SMS from the M-Pay System every time the new bills of the User have been registered onto the M-Pay System. The notification SMS shall be free of charge for the User. Thereafter, the User may choose to confirm the Payment of the notified bill by sending an SMS to 55000 (the price per SMS 10 Leke, VAT excluded) or make the Payment through the USSD Menu.



Besides the limitations placed by the relevant legislation, the Service Provider reserves the right to place further daily limitations to Payment Orders, as well as limitations for amounts which can be transferred through one Payment Order by the User.

The Service Provider may amend these limitations and ought to preliminarily notify the User electronically by email and/or SMS on such amendments.

The User may use the M-Pay Service even outside the network coverage of his mobile operator and/or outside the territory of the Republic of Albania. The use of the M-Pay Service under these conditions shall be submitted to the tariffs of the relevant mobile operator.

The execution of Payment Orders shall be directly connected with the working hours of the Bank, institutions and other related systems such as adjustment and clearing systems as SWIFT, AIPS and/or AECH.

4. CLIENT APPROVAL FOR THE USE OF THE M-PAY SOLUTION

Upon activating the M-Pay Solution, the User is considered to have accepted and is submitted without any exception to all laws and regulations as well as the General Terms and Conditions for the use of the Solution, whether present or future.

With the activation of the M-Pay Solution, the User agrees to receive, from time to time, communications from M-Pay, mostly in the form of SMS, where the User is informed regarding the M-Pay Solution.

5. RESPONSIBILITY

The User of the M-Pay Solution:

- Must keep safe the PIN rendering access to the M-Pay Solution, not provide such PIN to third parties, by thus being fully responsible for any damage caused by third unauthorized parties;
- Must immediately notify the Service Provider for any irregularity or malfunctioning of the M-Pay Solution;
- Must abide by these General Terms and Conditions as well as any other instructions of the Service Provider;
- Must notify the Service Provider for any change in Personal Data of the User, as have been declared by the latter in the subscription form;
- Authorizes the Service Provider to execute every Payment Order issued by the User through his/her mobile phone;

The Service Provider:

- Guarantees the quality and functionality of the Solution in compliance with the applicable laws and regulations in force;
- Shall inform the User through any of the notification methods predicted in these General Terms and Conditions and/or M-Pay Solution subscription form for any amendment to the



General Terms and Conditions before such amendments come into force. If the User does not object in writing to these amendments within 5 (five) Work Days following this notification, such amendments shall be considered to be accepted by the User, otherwise the User shall be entitled to request the interruption of the M-Pay Solution;

- Shall be responsible only for the execution of the Payment Orders sent through the M-Pay Solution if the User's Account has sufficient funds to execute the Payment Order and if the Payment Order does not exceed the limits placed by the Service Provider, if any. The latter shall be responsible to the User, in the event of a malfunction of the M-Pay Solution due to technical issues that may arise out of the interaction of the M-Pay Solution with the electronic communication operators' systems to the extent controlled by M-Pay. The electronic communications operators shall not be responsible to the User for sending Payment Orders to the Service Provider, in the event of malfunction of equipment or electronic communication networks. The Service Provider shall not be responsible for the malfunction of equipment and telecommunication networks falling outside its direct control and responsibilities, which may affect in any way the submission of Payment Orders to the Service Provider. Furthermore, the Service Provider shall not be responsible of electronic or mechanical defects, inability to download data, viruses, defects and/or other problems connected to the User's mobile phone. The Service Provider shall not be responsible of products and services offered by the Merchants, the payment of which is offered through the M-Pay Solution;
- Shall consider as valid and final any Payment Order sent pursuant to the detailed procedure of Article 3 of these General Terms and Conditions. The Service Provider is not obliged to undertake additional actions to verify the validity of the Payment Order or the identity of the User, besides the standard procedures set out in these General Terms and Conditions. The Payment Orders shall be considered valid, irrevocable and binding as soon as they have been received by the Service Provider. The User is fully responsible for the accuracy of the Payment Orders;
- The Service Provider shall execute these Payment Orders only if the conditions for the execution of Payment Orders set out in these General Terms and Conditions are fulfilled;
- In the event of a considerable risk for the security, the Service Provider reserves the right to interrupt the M-Pay Solution at any time, in order to protect the User until the risk has been eliminated, by notifying the User through SMS.

6. CUSTOMER CARE

The User may submit complaints for irregularities noticed in the course of using the M-Pay Solution within 5 (five) Work Days from the date such irregularity was noticed. Complaints may be sent in writing to the offices of the Bank, through postal mail, or electronically to [EMAIL]. The Service Provider shall make all efforts to solve the problem, object of the complaint as soon as possible.

If the User requires assistance for the usage of the M-Pay Solution or any questions arise during its use, the User may contact the Service Provider in one of the following alternatives:

- By sending an email to: [EMAIL]
- By calling the number [NUMBER]; or
- By sending a letter to the address: [ADDRESS]

7. TRANSMISSION AND PROCESSING OF PERSONAL DATA



The Service Provider shall use the personal data of the User (“**Personal Data**”) only for the purpose of using the M-Pay Solution.

Upon signing these General Terms and Conditions, the User shall be deemed to have understood and willingly authorizes the Bank to transmit to M-Pay, as part of the Service Provider, the personal data of the User, which are submitted in the subscription form attached to these General Terms and Conditions.

Upon signing these General Terms and Conditions, the User shall be considered to have understood and willingly authorizes the Service Provider to obtain all the necessary User’s information from the Merchants, and that these Merchants transmit to M-Pay, the data connected with the amount of the relevant bill to be paid by the User.

All Personal Data shall be transmitted and processed further exclusively for the purposes of activating and offering the M-Pay Solution. Upon transmitting Personal Data, the Bank is freed by all responsibility of how such data is further processed by M-Pay shpk.

The User is responsible of informing the Service Provider for any and all amendments to the Personal Data which affect the use of the Solution. The User must visit one of the Bank branches to notify such amendments.

The Service Provider and the User shall apply high level security which shall render possible the minimization of unauthorized interventions in the system, changes or loss of data.

8. TERMINATION OF THE SOLUTION AND ACCOUNT CANCELLATION

The M-Pay Solution shall be terminated and deactivated immediately if the User’s mobile operator interrupts the contractual relations with M-Pay. In any case, the User shall be notified in connection to the above through email or SMS at least 15 days prior to the deactivation of the solution. Upon signing these General Terms and Conditions, the User agrees and gives his irrevocable consent that in any case the Service Provider shall hold no responsibility towards the User for the interruption of the Solution.

The User may request at any moment the interruption of the M-Pay Solution by visiting the Bank branch and by fulfilling the relevant M-Pay Solution form for the interruption of the M-Pay Solution.

The Service Provider may interrupt the M-Pay Solution for the below reasons:

- When the General Terms and Conditions as well as the instructions of the Service Provider are not followed;
- If the User closes his Account with the Bank;
- User’s death.

The M-Pay Solution may be temporarily suspended to preserve the security of the User:

- If the User enters 3 (three) consecutive times a wrong PIN. In this case, the User must visit a branch of the Bank to obtain the new PIN; or



- If the User notices that his protective elements have been lost, stolen or there has been unauthorized access in them, he must immediately notify the Service Provider in one of the ways mentioned in Article 6 above.

The M-Pay Solution may be interrupted due to maintenance, modification, amendments or other interventions in the electronic communication networks, or in the relevant platforms of the Service Provider, or for any other reasons outside the control of the Service Provider.

8.1 TEMPORARY INTERRUPTION OF THE PAYMENTS

The Service Provider reserves the right to interrupt temporarily the payments to specific Merchants. In such case the User will not be allowed to initiate a Payment Order by being notified preliminarily by the USSD Menu.

9. UNAUTHORISED USE

The User is responsible for maintaining the confidentiality of the PIN code. The User must not give the PIN code to any unauthorized person and shall take any and all necessary steps to prevent unauthorized persons to learn his PIN. The User shall notify the Service Provider as soon as possible if he suspects that an unauthorized person has come to know the PIN code or that the latter has been stolen and has been used to perform unauthorized transactions, by visiting in person any branch of the Bank to request a new PIN.

If the User fails to notify the Service Provider immediately upon noticing the abusive actions with the PIN code, or the theft of the latter, then the User shall be responsible of all unauthorized transactions until the moment the Service Provider has been notified by the User.

10. LIMITATIONS OF LIABILITY

The Service Provider shall not be liable as to the below:

- Mistaken Payment Orders issued by the User;
- Mistaken or unauthorised use of the M-Pay Solution by the User;
- Losses or damages caused by the use of the M-Pay Solution when the latter is forbidden, limited, delayed or affected in any way or form by the laws and regulations in force, in the country where the User uses of the M-Pay Solution, when this Solution is used outside the territory of the Republic of Albania and/or by the conditions of the mobile operator located outside the territory of the Republic of Albania, which allows the User access to the USSD Menu;
- Losses or damages caused by actions or inactions of the User, under the provision of the M-Pay Solution;
- Inability or delays to access the USSD Menu;
- Mistakes in the information transmitted by the User through Payment Orders;
- Mistakes in the amounts billed to the User by Merchants, which are paid through the M-Pay Solution;
- The quality of the services and products purchased by using as a payment method the M-Pay Solution;



- Abusive use by unauthorized third parties of the User's PIN due to the fault or negligence of the User.

If the Service Provider, due to its own actions or inactions for any reason whatsoever, is responsible for causing loss to the User, the responsibility of the Service Provider will be limited only to the amount of the transaction which is the subject of conflict between the Service Provider and User.

The User understands and accepts that electronic communication operators make possible only the use of the M-Pay Solution by their respective subscribers who have requested the M-Pay Solution by signing the relevant Subscription Form and these General Terms and Conditions. For the avoidance of doubt, the electronic communication operators shall not be responsible of the functioning of the M-Pay System, M-Pay Solution and the success of payments performed through this Solution. Consequently, the Users shall not refer to the electronic communication operators any complaints related to the M-Pay Solution.

11. PROOF OF PAYMENT

The Service Provider shall not provide printed proof of payment for transactions performed through the M-Pay Solution. Confirmation for the successful performance of payments shall be given through the USSD Menu. Transactions performed through the M-Pay Solution shall be listed also in the transaction list of the User's Accounts issued by the Bank.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

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

USER

NAME SURNAME

SIGNATURE