

Zahtjev/Ugovor za aktiviranje usluge elektronskog bankarstva

/ Request/ Contract for activating electronic banking service



PODACI O POSLOVNOM SUBJEKTU (Popunjava klijent, podatke popuniti čitko štampanim slovima)
/ DATA ABOUT LEGAL ENTITY (to be filled in by the client; fill in the data in legible printed letters)

Naziv poslovnog subjekta: / Legal entity:	ID broj poreznog obveznika: / ID number:	Broj transakcijskog računa: / Transaction account:
Adresa: / Address:	Mjesto: / Place	Poš. broj: / Zip Code:
Ime i prezime ovlaštenog zastupnika/direktora: / Name and surname of the authorised representative/director		Kontakt osoba: / Contact person.
Telefon/Fax firme: / Telephone/Fax of the Company:		
Email kontakt osobe: / Email of contact person:		

Broj potpisnika za izvršenje elektronskog naloga (izabrati jednu od opcija): / Number of signatories for execution of electronic order (choose one of the options): ☐ jedan potpisnik / one signatory ☐ dva ili više potpisnika / two or more signatories

Naručujem izdavanje / order issuing of service: ☐ netBanking usluge i/ili / and/or ☐ mBanking usluge



Izdavanje usluge prvi put / Issuing of the service for the first time



Ponovno izdavanje usluge (ranije imao pa zatvorio) / Re-issuance of the service (previously active and then closed)



Uključivanje dodatnih korisnika/ovlaštenika / Involvement of additional users/authorized persons



Pridruživanje računa druge firme postojećim ovlaštenicima / Joining another company's account to existing authorized persons



PODACI O KORISNICIMA (Popunjava klijent, podatke popuniti čitko štampanim slovima)
USER DATA (to be filled in by the client; fill in the data in legible printed letters)

Navesti sve korisnike kojima ćete dodijeliti ovlaštenja kao korisnika: / Please state all users to whom you will grant user authorizations:

Rb. / No.	Ime i Prezime / Name and Surname	Rb. / No.	Ime i Prezime / Name and Surname
1.		4.	
2.		5.	
3.		6.	



PODACI O KORISNIKU/OVLAŠTENIKU (Popunjava klijent, podatke popuniti čitko štampanim slovima)

/ DATA ABOUT USER/AUTHORIZED PERSON

(to be filled in by the client; fill in the data in legible printed letters)

Napomena: ukoliko ima više korisnika potrebno je kopirati stranicu i popuniti za svakog korisnika posebno i to samo podatke koje se odnose na korisnika: / Note: if there are several users, it is necessary to copy the page and fill in for each user separately; only user related data:

Ime i Prezime: / Name and Surname:	JMBG: / ID
Broj mobitela: / Mobile number:	Email:

Ovlaštenje korisnika (samo za one korisnike koji će potpisivati/autorizovati nalog) / User authorization of signatures (only for those users who will sign/authorize the order): _____ % potpisa / % of signatures

Odaberi ID sredstvo: / Choose ID option: ☐ Token ☐ mToken Serijski broj tokena (sa poledine Tokena-ukoliko je izbor Token): / Serial token number (from the back of the Token - if the choice is a Token):

U cilju povećanja sigurnosti, lozinka za pristup aplikaciji će biti proslijeđena na broj mobitela ovlaštenog korisnika, a podatke o korisničkom imenu sa Token-om Klijent preuzima u Banci od Voditelja poslovnog odnosa/ovlaštenog zaposlenika / In order to increase security, the password for access to the application will be forwarded to the mobile number of the authorized user, and data about username with Token will be taken over by the Client in the Bank from the Business Relationship Manager/authorized employee.

Sa „x“ označiti prava nad računom za navedenog korisnika. Za prava koja ne želite dodijeliti korisniku ostaviti prazno polje. / Mark the rights over the account for the specified user with “x”. For rights that you do not want to assign to the user, leave the field blank.

OVLAŠTENJA / AUTHORIZATIONS	netBanking	mBanking	KM račun / BAM account	Devizni račun / Foreign account	Kredit / Loans	Business debitna kartica / Business debit card	Depoziti / Deposits
Pregled računa i stanja / Account and balance overview							
Unos naloga/ Order entry					-	-	-
Potpisivanje-Autorizacija naloga/ Order signing-authorization					-	-	-
Pregled transakcija/ Transaction overview					-	-	-
Pregled izvoda/ Insight into account statement					-	-	-
Kreiranje transfera Kreiranje transfera / Creating of transfers							-
Potpisivanje-autorizacija transfera / Signing-authorization of transfers							-

Potpisnik Zahtjeva/Ugovora potvrđuje da je prethodno informisan o uslovima i načinu korištenja netBanking i mBanking usluge kroz Uputstvo za korištenje tokena i bitne informacije za poslovne subjekte za uslugu netBanking/mBanking te da mu je navedeno Uputstvo uručeno i čini sastavni dio ovog Zahtjeva/Ugovora. Potpisnik Zahtjeva/Ugovora se obavezuje o sadržaju Uputstva upoznat sa svim korisnicima koje je naveo u Zahtjevu/Ugovoru. Potpisnik Zahtjeva/Ugovora je informisan da je Uputstvo za korištenje tokena i bitne informacije za poslovne subjekte za uslugu netBanking/mBanking, Uputstvo za korištenje mTokena, kao i druga uputstva koja se odnose na korištenje netBanking/mBanking usluge trajno dostupna na Internet stranici banke www.sparkasse.ba. Potpisom garantujem da su navedeni podaci tačni i istiniti te potpisom Zahtjeva/Ugovora prihvatam sve odredbe Općih uslova poslovanja sa poslovnim subjektima koji su sastavni dio ovog Zahtjeva/Ugovora i koji su mi uručeni. Potpisom ovog Zahtjeva/Ugovora, potpisnici potvrđuju sve ugovorne uslove sadržane na drugoj stranici zahtjeva/Ugovora / The person who signed this Request/Contract confirms that he/she has been previously informed about the conditions and manner of using netBanking and mBanking services through the Instruction for using tokens and important information for business entities for netBanking / mBanking service and that this Instruction has been delivered to him/her and forms an integral part of this Request/Contract. The person who signed this Request/Contract undertakes to inform all users listed in the Request/Contract about the content of the Instruction. The person who signed this Request/Contract is informed that the Instruction for using tokens and important information for business entities for netBanking / mBanking service, Instruction for using mToken, as well as other instructions related to netBanking / mBanking services are permanently available on the Bank's website www.sparkasse.ba. By signing this document, I guarantee that the stated information is correct and true, and by signing Request/Contract, I accept all provisions of the General Terms and Conditions for Operations with Legal Entities that are an integral part of this Request/Contract, which have been delivered to me. By signing this Request/Contract, the signatories confirm all contractual terms contained on the second page of the Request/Contract.

Mjesto i datum: / Place and Date:

Potpis ovlaštene osobe i pečat klijenta: / Signature of authorized person and stamp of the Client:

Potpis korisnika: *potpisnici pratiti Rb 1. iz tabele br.2

2.

3.

Signature of the user: *signatories should follow the order from Table no.2

4.

5.

6.

Predmet usluge

Sparkasse Bank dd BiH (dalje: Banka) se obavezuje omogućiti Klijentu korištenje usluga netBanking/mBanking (u daljem tekstu Usluge/a), a koje obuhvataju: plaćanje u zemlji – plaćanje svih vrsta računa, INO plaćanja, prijenos sredstva na račune drugih pravnih i fizičkih lica, transfer sredstava između vlastitih računa, konverzija valuta, pregled stanja, prometa i obaveza po svim računima, preuzimanje elektronskih izvoda za račune, dvosmjerna komunikacija sa Bankom, obavijesti o proizvodima i uslugama Banke kao i posebnim pogodnostima i akcijama za klijente banke.

Radi omogućavanja izvršenja obaveza Banke, Klijent je dužan da otvori račun u Banci i da obezbijedi minimalne tehničke uslove za korištenje: procesor generacije procesor generacije P4 ili jači, minimalno 1 GB memorije, minimalno 200 MB prostora na hard disku, Internet pristup brzine 128 Kbps ili više, grafička kartica sa rezolucijom 1024x768 ili više, operativni sistem WinXPSP2 ili više, Adobe Reader 9.0 ili višu verziju, Internet browser: Chrome verzija 30 ili više (na Win7+, Android 4.1+ ili iOS9+), Firefox verzija 27 pa navije (na WinXPSP2+, Android 4.0.3+ ili iOS 8.2+), Internet Explorer (I IE mobile) verzija 11 (na Win7) pa navije.

Prava i obaveze ugovornih strana

Za korištenje Usluge/a, Banka će Klijentu dodijeliti korisničko ime, potvrdu o aktivaciji mToken-a (u slučaju izbora mToken-a), ili Token na korištenje za vrijeme trajanja Usluge/a, a koji ostaje u vlasništvu Banke. Jednokratnu lozinku ovlašteni korisnik će dobiti u vidu SMS poruke od Banke.

Klijent je upoznat i pristaje da se Uputstvo za korištenje tokena i bitne informacije za poslovne subjekte za uslugu netbanking/mbanking (dalje: Uputstvo) može mijenjati sa vremena na vrijeme usljed tehničkih, sigurnosnih ili drugih izmjena potrebnih za redovno funkcionisanje usluge. Sve izmjene Uputstva Klijentu su dostupne na internet stranici Banke www.sparkasse.ba.

Ugovorne strane se obavezuju obezbijediti visok stepen sigurnosnih mjera koje će smanjiti rizik neautoriziranog pristupa podacima, promjene ili nestanka podataka, kao i mogućeg otuđenja tokena.

Klijent snosi svu štetu koja nastane usljed nepridržavanja uputa propisanih Uputstvom, a posebno u slučaju otkrivanja ili činjenja dostupnim sredstava identifikacije (korisničko ime, lozinka, token) neovlaštenim trećim licima, neprijavlivanja gubitka, krađe ili neovlaštenog korištenja sredstava identifikacije ili same aplikacije, gubitka ili krađe mobilnog telefona na koji prima SMS poruke ili neprijavlivanja izmjene broja mobilnog telefona na koji prima SMS poruke. U slučaju da dođe do gubitka, otuđenja, uništenja ili oštećenja tokena, Klijent je dužan Banci naknaditi štetu u visini vrijednosti tokena, a prema Tarifniku naknada Banke.

Klijent se obavezuje čuvati podatke o korisničkom imenu i lozinki, kao i token. Gubitak, zloupotrebu ili krađu tokena, mobitela ili podataka, Klijent je dužan odmah i bez odlaganja prijaviti Banci na način kako je to definisano Uputstvom.

Banka će Klijentu blokirati upotrebu Usluge/a, ako po prijavi Klijenta ustanovi gubitak, krađu ili neovlašten pristup elementima zaštitnog kompleta (korisničko ime, lozinku i tokena). Korištenje Usluge/a ponovno će se omogućiti poslije zamjene zaštitnog kompleta.

Banka se obavezuje izvršavati sve pravilno ispunjene i zaprimljene naloge za plaćanje, u okviru raspoloživih sredstava na računu Klijenta, po valjanom rasporedu predaje i obrade naloga, u skladu sa važećim propisima koji regulišu obavljanje platnih transakcija, kao i izvršavati ostale servisne usluge Klijentu, kako je prethodno opisano.

Naknada za korištenje Usluge/a

Klijent se obavezuje, za korištenja Usluge/a, platiti Banci mjesečnu članarinu koja je u skladu sa važećom Tarifom naknada Banke. Ugovorne strane su saglasne da će Banka naknadu, neposredno naplaćivati sa transakcijskog računa klijenta otvorenog u Banci.

Pri obračunu troškova, period koji je započeo uzima se kao cijeli period obračuna. U slučaju otkazivanja korištenja ili djelimičnog korištenja usluge od strane Klijenta, Banka neće vršiti povrat obračunatih troškova.

Ugovorne strane su saglasne da za slučaj da klijent ne izmiruje svoje obaveze preuzete ovim Ugovorom u neprekidnom trajanju od 90 dana, odnosno da klijent u neprekidnom trajanju od 90 dana nema sredstava na računu ili mu je račun blokiran, Banka ima pravo raskinuti ovaj Ugovor i/ili izvršiti deaktivaciju usluge.

Subject of the Service

Sparkasse Bank dd BiH (hereinafter: the Bank) undertakes to enable the Client to use netBanking/mBanking services (hereinafter: the Service/s), which include: payments in the country - payment of all types of invoices, foreign payments, transfer of funds to accounts of other legal entities and individuals, transfer of funds between own accounts, currency conversion, overview of balances, transactions and liabilities on all accounts, download of electronic account statements, two-way communication with the Bank, notifications about the Bank's products and services as well as special benefits and promotions for clients of the Bank.

In order to enable fulfillment of the Bank's obligation, the Client is obliged to open an account with the Bank and to provide minimum technical conditions for use: processor of generation P4 or higher, minimum 1 GB memory, minimum 200 MB hard disk space, Internet access speed of 128 Kbps or more, graphics card with resolution of 1024x768 or higher, operational system WinXPSP2 or higher, Adobe Reader 9.0 or higher, Internet browser: Chrome version 30 or higher (on Win7 +, Android 4.1+ or iOS9 +), Firefox version 27 or higher (on WinXPSP2 +, Android 4.0.3+ or iOS 8.2+), Internet Explorer (I IE mobile) version 11 (on Win7) or higher.

Rights and Obligations of the Contracting Parties

In order to use the Service/s, the Bank will assign the Client a username, confirmation of activation of mToken (in case of choosing mToken) or Token to use for duration of the Service/s, which remains the property of the Bank. The authorized user will receive one-time password in the form of SMS from the Bank.

The Client is aware and agrees that the Instruction for use of tokens and relevant information for business entities for netbanking/mbanking services (hereinafter: Instruction) may be changed from time to time due to technical, security or other changes necessary for the regular operation of the Service. All changes to the Instruction are available to the Client on the Bank's website www.sparkasse.ba.

The Contracting Parties undertake to provide a high level of security measures that will reduce the risk of unauthorized access to data, alteration or loss of data, as well as possible theft of tokens.

The Client bears all damage resulting from non-compliance with the guidelines prescribed by the Instruction, especially in case of disclosure or making available means of identification (username, password, token) to unauthorized third parties, failure to report loss, theft or unauthorized use of means of identification or application itself, loss or theft of mobile phone to which it receives SMS messages or failure to report changes to the mobile phone number to which he/she receives SMS messages. In the event of loss, alienation, destruction or damage of the token, the Client is obliged to compensate the Bank for the damage in the amount of token value, according to the Tariff of Fees of the Bank.

The client undertakes to keep the username and password data, as well as token secure. The Client is obliged to report loss, misuse or theft of tokens, mobile phone or data immediately and without delay to the Bank in the manner defined by the Instruction.

The Bank will block the Client from using the Service/s, if upon the Client's report it determines loss, theft or unauthorized access to the elements of the security kit (username, password and token). Use of the Service/s will be re-enabled after replacement of the security kit.

The Bank undertakes to execute all correctly filled and received payment orders, within the available funds on the Client's account, according to the valid schedule of submission and processing of orders, and in accordance with applicable regulations governing payment transactions, as well as to perform other services to the Client as previously described.

Fee for Using the Service

The Client undertakes to pay the Bank a monthly membership fee for using the Service/s, that is in accordance with the valid Tariff of Fees of the Bank. The Contracting Parties agree that the Bank will charge the fee directly from the transaction account of the Client opened with the Bank.

When calculating costs, the period that has started is taken as the entire calculation period. In case of cancellation of use or partial use of the Service by the Client, the Bank will not reimburse the accrued costs.

The Contracting Parties agree that in the event that the Client fails to settle his/her obligations under this Contract for a continuous period of 90 days, or that the Client has no funds in the account for a continuous period of 90 days or his/her account is blocked, the Bank has the right to terminate this

Obavješćavanje Banke od strane Klijenta o promjenama

Klijent je dužan pismeno obavješćavati Banku o promjenama adrese, matičnog broja i drugim sličnim promjenama, najkasnije u roku od osam dana od dana nastale promjene, te uz obavješćenje priložiti dokaz o izvršenim promjenama. Banka od Klijenta može zahtijevati i dostavljanje dodatne dokumentacije za slučaj da zakonskim ili podzakonskim propisim ili nekim drugim aktom (međunarodnim sporazumom, procedurama grupe itd) bude obavezana na dodatne dokumentacijske standarde i/ili u slučaju da se pojave indicije da je klijent oporeziv prema pravu neke druge države odnosno da se na klijenta, u pogledu obaveza iz osnova poreza ili drugih javnih prihoda, primjenjuje poseban standard koji je Banka obavezna ili se obavezala primijeniti.

Reklamacija

Klijent može uputiti reklamaciju Banci na kvalitet Usluga/e, kada ustanovi nepravilnosti, najkasnije u roku od 15 dana od dana prijema izvoda o prometu i stanju na računu. Reklamacije se dostavljaju Banci pismeno (fakom, poštom, i sl.) ili putem elektronske banke ili pošte. Banka je dužna riješiti ili odgovoriti na reklamaciju odmah, ukoliko je to moguće, odnosno najkasnije u roku od 30 dana od dana prijema reklamacije.

Otkazni Rokovi

Ugovorne strane su saglasne da se nedostavljanje informacije i/ili izjave i/ili dokumentacije u smislu odredaba ovoga člana smatra bitnom povredom ugovorne obaveze, u kojem slučaju Banka, može jednostrano raskinuti/otkazati ovaj ugovor uz otkazni rok od 30 dana, koji teče od dana uručenja obavijesti o raskidu/otkazu ugovora Klijentu poslanu preporučenom poštanskom pošiljkom. U slučaju raskida/otkaza ovog Ugovora u skladu sa prethodnim stavom, Klijent se obvezuje najkasnije do isteka zadnjeg dana otkaznog roka izmiriti sve obveze prema Banci.

Trajanje ugovora i završne odredbe

Ovaj Ugovor je zaključen na neodređeno vrijeme, a može prestati sporazumom ugovornih strana, prestankom postojanja bilo kojeg uslova neophodnog za njegovu punovažnost, ili jednostranim otkazom bilo koje ugovorne strane, uz otkazni rok od 30 dana od dana uručenja pismenog otkaza. U slučaju prestanka Ugovora, ugovorne strane su dužne izmiriti sve obaveze nastale po osnovu istog, a Klijent je dužan vratiti TOKEN Banci.

Sve što nije regulisano ovim Ugovorom, a relevantno je za njegovo izvršenje, ima se tretirati i tumačiti u skladu sa važećim propisima Banke, te pozitivnim zakonskim i drugim propisima u mjestu gdje je Ugovor zaključen.

U slučaju nemogućnosti sporazumnog rješavanja eventualnih sporova nastalih po ovom Ugovoru, za rješavanje istih nadležan je stvarno nadležan sud u Sarajevu, ukoliko zakonom nije predviđena isključiva nadležnost drugog suda.

Ugovor je sastavljen u dva istovjetna primjerka, od kojih svaka ugovorna strana zadržava po jedan primjerak.

Contract and/or deactivate the Service.

Obligation of the Client to Inform the Bank about Changes

The Client is obliged to notify the Bank in writing of changes in address, registration number and other similar changes, no later than eight days from date of the change, and enclose proof of changes with the notification. The Bank may also request from the Client to submit additional documentation in case the law or by-laws or some other act (international agreement, group procedures, etc.) obliges the Bank to additional documentation standards and/or in case there are indications that the Client is taxable by law of some other country, i.e. that a special standard is applied to the client, in terms of tax liabilities or other public revenues, which the Bank is obliged to apply.

Complaints

The Client may file a complaint to the Bank on quality of the Service/s, when he/she finds irregularities, no later than 15 days from the date of receipt of the statement of turnover and account balance. Complaints are submitted to the Bank in writing (by fax, mail, etc.) or via electronic banking or mail. The Bank is obliged to resolve or respond to the complaint immediately, if possible, or no later than 30 days from the date of receipt of the complaint.

Notice Periods

The Contracting Parties agree that failure to provide information and/or statements and/or documentation in terms of provisions of this Article shall be considered a material breach of contractual obligation, in which case the Bank may unilaterally terminate this contract with 30 days notice period, which begins by delivering notice of termination/cancellation of the Contract to the Client sent by registered mail. In the event of termination of this Contract in accordance with the previous paragraph, the Client undertakes to settle all obligations to the Bank until expiration of the last day of the notice period.

Contract Duration and Final Provisions

This Contract is concluded for an indefinite period of time, and may be terminated by agreement of the Contracting Parties, termination of any condition necessary for its validity, or unilateral termination of any Contracting Party, with a notice period of 30 days from the date of delivering the written notice. In case of termination of the Contract, the Contracting Parties are obliged to settle all obligations arising from it, and the Client is obliged to return TOKEN to the Bank.

Everything that is not regulated by this Contract, and is relevant for its execution, shall be treated and interpreted in accordance with the applicable regulations of the Bank, and positive legal and other regulations in the place where the Contract is concluded.

In case of impossibility to resolve any disputes arising under this Contract by agreement, the competent court in Sarajevo has jurisdiction to resolve the same, unless the law provides for exclusive jurisdiction of another court.

The Contract is made in two identical counterparties, of which each contracting Party keeps one.

Mjesto i datum: / *Place and Date:*

Potpis ovlaštene osobe i pečat klijenta: / *Signature of authorized person and stamp of the Client:*

Potpis banka: