

Pursuant to Article 73, paragraph 1, item 5 of the Law on Banks (Official Gazette of RS No 107/2005, 91/2010 and 14/2015) and Article 33, paragraph 2, item 5 of the Banca Intesa AD Beograd, Statute the Board of Directors of Banca Intesa AD Beograd, hereby renders the following

**GENERAL OPERATING TERMS AND CONDITIONS OF  
BANCA INTESA AD BEOGRAD  
FOR ELECTRONIC AND MOBILE BANKING  
FOR INDIVIDUALS AND FARMERS**

## **1. INTRODUCTORY PROVISIONS**

### **1.1. Contents of the General Operating Terms and Conditions for Electronic and Mobile Banking**

These GTCs of Banca Intesa AD Beograd for electronic and mobile banking (hereinafter referred to as: digital banking) for individuals and farmers (hereinafter referred to as: GTC for digital banking) shall govern the mutual rights, liabilities and obligations of the Bank and the Client, when using the electronic and mobile banking services (hereinafter referred to as: the digital banking service).

These GTCs for digital banking shall also imply the standard terms and conditions of specific products and services of the Bank, as well as acts regulating fees and other costs the Bank charges to clients.

Terms used in the GTC for digital banking:

1. **Bank - BANCA INTESA AKCIONARSKO DRUŠTVO BEOGRAD (NOVI BEOGRAD)**, 7b Milentija Popovića str, 11070 Belgrade, Serbia, BIC/SWIFT: DBDBRSBG, company registration number: 07759231, TIN: 100001159, E-mail: kontakt@bancaintesa.rs;
2. **User** shall be an individual or a farmer having an account opened with the Bank and who also has and uses digital banking services;
3. **Farmer** shall be a holder or a member of family agricultural holding which is exclusively engaged in agricultural production;
4. **Digital banking** shall be a Bank's service encompassing design solutions for electronic and mobile banking which the Bank places at disposal to the Client, and by virtue of which, via remote electronic communication, the performance of banking and other financial and non-financial services is enabled, whereas the physical presence of the User and the Bank's employees in the same place is not required. The digital banking service provides the User with the following:
  - a) insight into the balance and turnover on the payment account;
  - b) disposal of funds on the payment account,
  - c) overview of information and other products and services provided by the Bank,
  - d) overview of information regarding the products that the Bank provides as a mediator (e.g. insurance, investing into investment funds),
  - e) contracting and using certain products and services (for the purpose of contracting certain products and services, the use of a qualified electronic signature will be needed, in line with the applicable regulations),
  - f) use of other functionalities contained in applications of electronic and mobile banking;
5. **Authentication** - process of identity verification and certification of the User when accessing the Bank's system, using a designated token;
6. **Token** - software allowing the User to access and authorize transactions in digital banking applications;

7. **Authorization** - the procedure confirming the will of the Client, via a specific token, for the purpose of granting consent for the execution of financial and/or non-financial transactions, entry into certain agreements or for other purpose supported by digital banking;
8. **Reactivation code** - a set of numbers needed for the activation of the mobile banking application, which the User defines upon first application, and which serves for unlocking/reactivation of the application in cases when needed (the User locked/deleted the application or changed the mobile device on which it was installed). For the reactivation of the mobile banking application, apart from the reactivation code, the User will also require the User ID, allocated by the Bank;
9. **IPS QR code (QR - Quick Response)** is a standardized two-dimensional trademark for a two-dimensional barcode, containing prescribed elements and which is used to present User's data, i.e. to download the Retailer's data, in line with item 2.6 of the GTC for digital banking;
10. **Central address scheme (CAS)** represents the unique register of the National Bank of Serbia in which the User through the mobile banking application, with the entry of personal data, registers his mobile phone number verified in the Bank, which is, in the register, connected with the number of User's selected transactional account in RSD. As a precondition for registration of a mobile phone number in CAS, the User authenticates the following consents:
  - that based on the User's mobile phone number, other participants in the IPS payment system receive the User's data necessary for the execution of payment order,
  - that other users receive information about the User before giving consent for the execution of the transaction and only his name and surname, including any nickname,
  - that other users receive certain information about the User after the execution of the transaction

The Registered User will have the possibility to receive funds from other users, who do not have to be registered in CAS, to the selected dinar payment account only by entering the registered mobile phone number of the User, based on which other User data necessary for transaction execution are displayed;
11. **Payment instrument** means any personalized device and/or set of procedures agreed between the User and the Bank, which is used by the User to issue a payment order;
12. **Digital wallet** means an applicative solution for mobile payment developed and offered by the digital wallet service provider and which allows the User to register data relate to one or more payment cards within the application and thus generate a virtual card(s) to be used for initiating payment transactions. Terms and conditions of use of digital wallet is agreed between the User and the service provider, which at the same time determines the type and characteristics of the mobile device on which digital wallet application can be contracted and installed. The User may inform on the Bank's website about digital wallets in which he can register one or more of his debit cards as a virtual card;
13. **Virtual card** means digital representation of a payment card in Digital Wallet and/or electronic and mobile banking applications of the Bank which allow the User to perform contactless payment transactions at points of sale that support wireless data transfer between devices at close range and/or at online points of sale that support such type of payment. The Bank, as the card issuer, determines the types of cards that can be virtualized;
14. **Merchant** is a payment receiver designated as the receiver of the pecuniary funds which are subject of the instant transfer approval on the basis of the Payment request, at the Retailer's point of sale;
15. **Payment request at the Merchant's point of sale** - as the payment order that the User, as the payer issues, charged to his/her payment account, using the functionality of the mobile banking application for the initiation of instant approval transfer at the Merchant's point of sale.
16. **Merchant's Point of Sale** shall be the business premises of the Merchant in which the payments for goods and/or services are made, or the Merchant's online point of sale;
17. **User manual for Digital Banking** shall be the manual available for the User on the official website of the Bank or within the appropriate application of Digital Banking, following the activation of such service (hereinafter referred to as: the User manual);
18. The framework agreement on electronic and mobile banking for individuals and farmers (hereinafter referred to as: the Framework agreement) comprises:
  - a) the GTC for digital banking;
  - b) General Terms and Conditions of Banca Intesa AD Beograd for Payment Accounts and Payment Services for individuals (hereinafter referred to as: the GTC for Payment Accounts and Payment Services for individuals), i.e. GTC of Banca Intesa AD Beograd for payment accounts and payment services for farmers (hereinafter referred to as: GTC for payment accounts and payment services for farmers);
  - c) Electronic and mobile banking agreement (hereinafter referred to as: Digital banking agreement),

- d) Excerpt from Tariff of Fees for services of Banca Intesa AD Beograd (hereinafter referred to as: Excerpt from Tariff of Fees),
- e) Schedule for reception and execution of individuals' payment orders and those of farmers, which is an integral part of the GTC for digital banking (hereinafter referred to as: Schedule).

In case the Digital banking user is an individual, the GTC for payment accounts and payment services for individuals shall apply, i.e. in case the User is a farmer, the GTC for payment accounts and payment services for farmers shall apply.

The User shall be entitled to one copy of the Framework agreement in writing or on any other durable medium, as well as to receive, at the request and during the term of the agreement, a copy of the Framework agreement, i.e. information served in pre-contractual phase, within the Draft Agreement, in the manner which allows the Payment Service User to get familiar with conditions of payment services provision, as well as to compare offers of different payment service providers and assess if these conditions and services suit its needs.

## **1.2. Competence for adoption of GTC**

GTC for digital banking of the Bank and amendment to it shall be adopted by the Bank's Board of Directors.

Between two regular meetings of the Board of Directors, the Executive Board may adopt the general act from item 1.1, paragraph 2. The Board of Directors shall approve the decision of Executive Board at the next regular meeting.

## **1.3. The relation between the Digital banking agreement, the GTC for payment accounts and payment services of individuals, i.e. GTC for payment accounts and payment services of farmers and the GTC for digital banking**

The GTC for digital banking shall be the special general terms and conditions compared to the GTC for payment accounts and payment services of individuals, i.e. the GTC for payment accounts and payment services for farmers, and as such will be applied together with the GTC for payment accounts and payment services of individuals, i.e. GTC for payment accounts and payment services for farmers.

In case of any discrepancy in between the provisions of the Agreement on digital banking, the GTC for digital banking and the GTC for payment accounts and payment services for individuals, i.e. the GTC for payment accounts and payment services for farmers, the provisions of the Agreement on digital banking shall be applied.

Agreement on digital banking shall be an integral part of the Framework Agreement and in case of any discrepancy between provisions of the Agreement on digital banking and any other documents, which are part of the Framework Agreement, the Agreement on digital banking shall prevail.

## **2. DIGITAL BANKING TERMS OF USE**

### **2.1. Type and description of basic characteristics of Digital banking**

Information on Digital banking service of the Bank is available to Users in Bank's business network and at official website ([www.bancaintesa.rs](http://www.bancaintesa.rs)).

The User Manual for Digital banking shall be available to the User at Bank's official website ([www.bancaintesa.rs](http://www.bancaintesa.rs)), and the User may also ask the Bank to send the manual via electronic mail (hereinafter referred to as: e-mail) to User's e-mail address or in paper form.

Digital banking shall be available to the User 24 (twenty-four) hours, 7 (seven) days a week, in amount and manner set forth in User Manual and by provisions of the Framework Agreement.

The prerequisite for contracting Digital banking shall be a payment account opened with the Bank. The User shall be bound and at its own cost, to ensure the minimal technical requirements for the use of Digital Banking.

The use of the Digital banking service shall be available to the User following the entry in the Digital banking agreement. Upon entry into the Agreement, the User will be allocated a token, as well as the parameters for service activation. The allocated token cannot be transferred and may only be used by the User it has been allocated to. The User cannot, in any way, misuse the allocated token.

The User may use the service activation parameters within 24 hours. In case the User failed to activate the service, within the specified time limit, the User must request for allocation of the new parameters from the Bank.

The Digital banking service encompasses the following additional functionalities, which are at disposal to the User:

- **Disbursement of cash at ATM without a payment card** - the transaction of collecting cash at the Bank's ATMs, which the User authorizes by entry of a short term code, of limited period of duration, which was generated by one of the Digital banking applications. The User shall, prior to the transaction authorization, and within the application, choose a payment card available for the use of this service, the one of the offered amounts of disbursement and the one of the offered times of validity of the short term code. It shall be deemed that a payment transaction paid by a selected payment card, has been initiated by entry of a short term code on the ATM, and that the User therefore cannot revoke the payment order once the transaction has thus been authorized. In case the short term code is not used until expiry of the validity period, it shall be deemed that the payment order has not even been issued;
- **"Prenesi"** - functionality of the mobile banking application that enables the User to execute a payment transaction based on a payment order in which the payer, instead of the User's account number, states the User's mobile phone number registered in the Central Address Scheme. The user of the mobile banking application can, at any time, independently revoke this functionality, by selecting this option in the settings area of the mobile banking application. Upon revocation, the User can no longer receive payments to his account in this way, and the User's data will no longer be visible to potential payers. By deactivating the service, the data in the Central Address Scheme is deleted;
- **Account reading** - the mobile banking functionality application, enabling the User to read the account number of the payment recipient, using the mobile device camera, as well as the amount of the transaction, the debit reference number, which are automatically copied to the payment order without the need to enter them manually.
- **Geocontrol** - the digital banking application functionality enabling the User to limit the use of its payment card in the countries from the list which is defined by the Bank, for a definite period of time or permanently. In case of a User having several payment card, limitations may be set for each payment card separately. The User may, at all times, revoke the use of the geocontrol functionality;
- **Virtual card** - a functionality enabling digital display of a payment card in digital banking applications, thus enabling the User to conduct contactless payment transactions at the points of sale providing contactless data transfer, at small distances in between two devices and/or internet points of sale, enabling such form of payment.
- **Registration of Bank's payment card into Digital wallet** - functionality of bank's mobile banking application which allows client to transfer data about selected payment card into Digital wallet and to register it as a virtual card, enabling client to initiate payment transactions in a way which is available through Digital wallet. the Client can get information on the Bank's web site about digital wallets in which he can register payment cards, issued by the Bank, as a virtual cards.

## 2.2. Obligations of the User

The User is obliged:

1. for the use of Digital banking, to use and maintain, appropriate computer and communication equipment, which is in line with the technical requirements set forth by the User manual;
2. to protect the computer equipment, the mobile devices and the programming support for the use of Digital banking, and use it solely in the manner prescribed by the User manual;
3. all transactions executed via Digital banking, to be conducted in accordance with Framework Agreement and other regulations;

4. to keep track of the reports received from the Bank on all of the changes to the payment account, to review them and inform the Bank of each and every discrepancy or debt dispute, i.e. claim;
5. to immediately inform the Bank of his/her loss, theft, misuse, unauthorized use, change or cancellation of the mobile subscription number and mobile devices through which the Digital banking services are used, at the following contact addresses: [online@bancaintesa.rs](mailto:online@bancaintesa.rs) or [kontakttcc@bancaintesa.rs](mailto:kontakttcc@bancaintesa.rs), or the following phone numbers: 011 310 8888 or 011 30 10 160, or the nearest branch office and forward a request to the Bank for disabling (blocking) the use thereof;
6. to inform the Bank of the change in information required for uninterrupted and safe use of Digital banking and in particular: the mobile phone numbers and email, via which the Digital banking is being used; If the User fails to do so, the Bank shall consider last information submitted by the User to be relevant and may not be liable for any damages caused by outdated data;
7. to provide Bank with accurate information in all documents comprising the Framework Agreement, otherwise the Bank shall not be liable for any inaccurate data provided by the User;

The User shall be bound to keep the data allocated for token activation and the created PIN in the manner making them available and familiar solely to the User and not to allow contact with unauthorized persons, who might misuse such information.

### **2.3. Rights and Obligations of the Bank**

The Bank reserves the right to refuse to activate service to User.

The Bank shall reserve the right to disable the use of the Digital banking service to the User, via the device from which factory protection has been removed.

In case of doubt that the mobile subscription number and that the User's mobile device, used for mobile banking, have been misused, the Bank will be entitled to temporarily or permanently disable the use of the mobile banking application and without further delay inform the User of the potential misuse of the mobile subscription number and device.

The Bank shall not be held liable for the damages suffered by the User due to force majeure, war, riot, terrorist acts, natural and environmental disasters, epidemics, labor strikes, power outage, telecommunication and other traffic interferences, errors in telecommunication transfer of data, government decisions and actions, as well as any other causes which may not be attributed to the Bank, and which prevent the User from accessing the Digital Banking service;

The Bank shall not be held liable for the loss or destruction of data on the equipment that the User uses to access Digital banking, as well as in case the User makes his/her equipment or parameters for the use of Digital banking, available to third persons.

The Bank may temporarily suspend contracted Digital Banking service, in case of necessary system update, repair or maintenance of Bank's installations, in which case the Bank shall notify the User at least 2 (two) days in advance, except in urgent cases or if security circumstances do not allow it;

The Bank shall retain the right to enter, install changes and adapt the existing system and security regulations.

The Bank shall neither guarantee nor assume responsibility for the hardware and the software which are not part of the Digital banking system.

### **2.4. Executing payment transactions via Digital Banking**

The Digital Banking service used for the execution of the payment transaction for debiting the payment account, via a payment order, has been defined by GTC for payment accounts and payment services for individuals, i.e. GTC for payment accounts and payment services for farmers, with the application of limitations in terms of amounts of payment transactions set forth by the Framework agreement.

The User also has additional options, relating to the execution of payment transactions, available via the Digital banking application:

1. issuing a payment order with a future date of execution;



2. issuing a payment order, which is executed periodically, whereas the User decides on the dynamic of the execution;

The Bank shall execute payment order for execution of payment transactions by debiting User's payment accounts. The payment orders which have been properly filled in, via Digital banking, shall be executed in line with GTC for payment accounts and payment services of individuals, i.e. GTC for payment accounts and payment services for farmers.

The Bank shall execute the payment order in case the User has ensured sufficient funds on the payment account for the execution of a particular payment order (for debiting a payment account), which includes the amounts of fees, which are calculated and charged in line with the Excerpt from Tariff of Fees, unless legal impediments exist for the execution of a payment transaction.

The User shall be liable for the control and accuracy of the entered data on the payment account, for the execution of payment transactions, via Digital Banking. The Bank shall bear no liability for irregular execution of incorrectly filled in payment orders, as defined by the GTC for payment accounts and payment services for individuals, i.e. GTC for payment accounts and payment services for farmers.

The User shall bear full liability in relation to the authorized payment orders, given the automatic execution thereof.

The User data provided in the payment order shall be automatically filled in, in the part designating the payer and cannot be changed, and in case the User wishes to execute payment on behalf of another person (e.g. payment of utility liabilities for a leased apartment, payment on behalf of a family member or a member of the household they live in, relative and similar), will be required to enter data of this person and other required data, in the part designated thereto, in the Digital banking applications. The User may not execute payments via Digital Banking for commercial purposes, i.e. as a business activity.

The Bank shall inform the User both of the reception of the payment order for the execution of a payment transaction, by debiting the User's payment account through Digital banking, as well as of the execution of a payment order, whereas the reception shall not imply that the payment order will be executed, but only that it has been received for execution.

The User shall give consent for the execution of the payment order, by debiting the payment account, by authorizing the transaction via the token issued by the Bank.

The Bank reserves the right to request additional authorization of the payment transaction from the User or the right to refuse execution of the payment transaction for justified reasons related to the security of digital banking applications, suspicion of unauthorized use, use for fraud or other security reasons. The bank may, for the stated justified reasons, disable the use of digital banking for the purpose of disposing of funds on the payment account

In the case referred to in the previous paragraph, the Bank will notify the User without delay, stating the reasons and obligations of the User in order to execute the payment transaction, i.e. enabling the use of digital banking for the disposal of funds on the payment account. The Bank will not inform the payer-User about the reasons for the blocking or the request for additional authorization of the payment transaction if giving such a notification is prohibited by regulations or if there are justified security reasons for it.

In the case of disabling the use of digital banking, the Bank will enable its use again when there are no longer any reasons for blocking it.

The Bank shall not be held liable for failure of execution or irregular execution of payment transactions or execution of unauthorized payment transactions via Digital banking:

1. in case execution of an unauthorized transaction, failure to execute and/or irregular execution of a payment transaction is consequence of fraud of unauthorized persons, consequence of wrong entry of data by the User due to intention or gross negligence or if the User, due to intention or gross

- negligence fails to meet the requirements defined by this GTC for Digital banking, and in relation to undertaking measures of protection of the authentication means;
2. if determined that the payment order for debiting the User's payment account is forged;
  3. in case execution of an unauthorized payment transaction is consequence of using a stolen or lost means of authentication, due to intention or gross negligence;
  4. in case the User supplies a payment order with inaccurate payment account number;

The Bank shall inform the User on all changes on payment account, including those made through the Digital Banking service, and in the manner provided for in GTC for Payment Accounts and Payment Services for Individuals, i.e. GTC for payment accounts and payment services for farmers.

## **2.5. Digital banking limits**

Disposal of funds on the payment account, via Digital Banking is limited by daily and monthly limits for payment transactions in dinars and in foreign currency, as set forth by the Digital banking agreement.

The Digital banking user may file a request for increase or reduction of the daily and/or monthly limit.

The request for the increase of the daily and/or monthly limit shall be filed at the Bank's branch office or via Digital banking. The User may file a request via Digital banking, for the increase of the daily and/or monthly limit, only in case the limit has been previously reduced below the amount of the limit prescribed by the Digital banking agreement and only to the amount of the agreed limit. At the Bank's branch office, the User may file a request for the increase of the limit, to the desired amount.

The request for the reduction of the daily and/or monthly limit shall be filed at the Bank's branch office or via Digital banking.

For the purpose of application of the daily or the monthly limit to the payment transactions executed in a foreign currency, the amounts of the payment transactions shall be recalculated into dinar counter value of the foreign currency, at the middle exchange rate of the Bank, for such currency.

Exceptionally, certain payment transactions do not effect the amount of the used daily and monthly limit of Digital banking, and these include:

1. transfer of funds to the User's accounts and cards in the Bank or for which he/she is authorized to dispose of;
2. settling loan liabilities that a User may have in the Bank;
3. executing exchange operations;
4. investing into the Intesa Invest investment fund;

## **2.6. Executing payment requests at the Merchant's point of sale**

The Bank shall provide the mobile banking application User with the possibility of issuing the Request for payment at the Merchant's point of sale, by selecting one of the following options within the mobile banking application:

1. IPS Scan, enabling the presentation of the User as the payer, via a QR code;
2. IPS Show, enabling the takeover of data from the Merchant via the QR code.

The Bank shall execute the Request for payment at the Merchant's point of sale, as the instant transfer approval, in line with the GTC for payment accounts and payment services for individuals.

The User shall enter the consent for the execution of the Request for payment the Merchant's point of sale, by entering the PIN prior to the presentation of its or taking over the data from the Merchant, via the QR code.

The Banks shall, immediately upon the execution of the instant transfer approval from the prior paragraph, present the User, through the mobile banking application, with the following information on the executed Request for payment at the Merchant's point of sale:

1. clear information that the Request for payment at the Merchant's point of sale has been executed;

2. reference designation unambiguously identifying that the payment transaction has been executed at the Merchant's point of sale;
3. the currency and the amount of the execute Request for payment at the Merchant's point of sale.

### **3. INFORMATION AND DATA ON INTEREST RATES AND CURRENCY EXCHANGE RATE**

#### **3.1. Type and Amount of the Fees Charged by the Bank to a User**

The Bank shall charge a fee in line with the Excerpt from the Tariff of Fees, for the activation and use of Digital Banking.

The User shall be bound to ensure funds on the payment account with the Bank, for the payment of fees, and if the User's payment account is lacking funds for the Digital banking fee to be charged, the User will not be able to use it all, until the amount of the funds on the payment account is sufficient for charging the fee for the activation and use of Digital banking.

By signing the Framework Agreement, the User confirms to agree and thereby authorizes the Bank to collect all fees in relation to the use of Digital banking, and all in line with the Excerpt from the Tariff of fees.

Along with the Digital banking service, the possibility of executing payment transactions is also provided, by debiting the User's payment account, whereby the Bank shall collect the fee for each, thus executed payment transaction, in line with the Excerpt from the Tariff of Fees.

The Bank shall be entitled to change the fees and shall notify users on that matter at least 2 (two) months before such changes enter into force.

The exchange rate list of the Bank shall be available at business premises of the Bank and on the Bank's website.

### **4. INFORMATION ON MANNER AND MEANS OF COMMUNICATION BETWEEN THE USER AND THE BANK**

All communication between the Bank and the User related to use of the Digital Banking service shall be performed in Serbian language. This does not exclude use of other languages, all in accordance of good banking practices, and if such use is agreed between the User and the Bank.

Information and notices shall be submitted in writing or on any other durable medium. All applicable data related to execution of payment transactions, as well as addresses for communication with the Bank are available to the User at the following address – [www.bancaintesa.rs](http://www.bancaintesa.rs) The address for the communication of the User with the Bank shall be [kontakt@bancaintesa.rs](mailto:kontakt@bancaintesa.rs).

At any time during the term of the Framework Agreement the User has the right to request a copy of the agreement and change the channel of communication with the Bank, except if it is contrary to the provisions of the Framework Agreement or incompatible with product/service type.

The Bank shall not be liable for any damage that may occur to the User due to improper takeover or failure to take over the documentation made available by the Bank in accordance with the GTC for payment accounts and payment services of individuals or the GTC for payment accounts and payment services of farmers

The Bank shall perform subsequent internal checks of consistent application of conditions of the Framework agreement related to the product price for the entire duration of the Framework agreement.

If checks from the previous paragraph show that calculated price is not in accordance with the price defined in the Framework agreement, the conditions which are more favourable for the User shall be applied or the difference shall be returned to the User.



## **5. INFORMATION ON SECURITY AND OTHER MEASURES RELATED TO EXECUTION OF PAYMENT TRANSACTIONS**

### **5.1. Application of the provisions from GTC for payment accounts and payment services for individuals, i.e. GTC for payment accounts and payment services for farmers**

Provisions on liability for unauthorized, unexecuted or incorrectly executed payment transactions, as well as liability of the payer for unauthorized payment transaction, and refund of the amount of authorized and correctly executed payment transaction to the User, are regulated by article 5 of General Terms and Conditions for Payment Accounts and Payment Services for Individuals, i.e. by article 5 of the GTC for payment accounts and payment services for farmers, when the User is a farmer.

### **5.2. Return on the basis of payment executed by issuing a Payment Request at the Merchant's point of sale**

The User whose payment order has been executed in line with item 2.6. of the GTC for digital banking, may, at the Bank's branch offices file a request for the return of financial assets, on the basis of such debit (hereinafter referred to as: Request for return), for one of the following reasons:

1. in case the User claims to have received information on the executed Request for return, at the Merchant's point of sale, and the Merchant claims not to have received such information, due to which the goods or services have not been delivered;
2. in case the User received information on the executed Request for payment at the Merchant's point of sale, but claims:
  - a) that the Request for payment at the Merchant's point of sale has been executed several times, by mistake,
  - b) that the Request for payment at the Merchant's point of sale has been executed in the amount exceeding the amount determined for the payment of goods/services,
  - c) that the goods/services were paid at the same point of sale, but in other manner or on the basis of another Request for payment at the Merchant's point of sale,
3. in case the User and the Merchant received information on the executed Request for payment at the Merchant's point of sale, and the User claims that, despite the executed payment at the Merchant's point of sale, the Merchant failed to deliver the goods or services.

The User may file a Request for return for the reasons specified in items 1) and 2) of the previous paragraph, immediately upon receiving information on the executed Request for payment, at the Merchant's point of sale, and within 13 (thirteen) months at the latest, from the date of payment account debiting.

The User may file a Request for return, for the reasons specified in item 3), paragraph 1, within 4 (four) months from the expiry of the deadline for the delivery of the goods/services, and within 13 (thirteen) months at the latest, from the date of payment account debiting. In the case specified, the User shall be bound to provide evidence, along with the Request for Returns, that they have previously addressed the Merchant in relation to the goods or services that have not been delivered.

Should the Bank determine to be liable for the irregular execution of the Request for payment, at the Merchant's point of sale, the User shall be immediately returned the amount of the financial assets, on the basis of such debit, i.e. the User's account will be returned to such balance in which it would be if not for the prior irregular execution of the Request for payment, at the Merchant's point of sale.

Exceptionally, the Bank shall return the User the amount of the financial assets, without its request as well, and in the following cases:

1. immediately upon receiving the assets, in case when the Bank is not providing the Merchant with the service of acceptance of a payment instrument, by means of which payment can be made at the Merchant's point of sale, i.e. is not the recipient of the Merchant, and the assets have been returned by the payment services provider, providing the Merchant with the service of acceptance of the payment instrument;
2. immediately in case when the Bank provides the Merchant with the service of acceptance of the payment instrument for the payment at the Merchant's point of sale, and is concurrently the issuer of

the payment instrument by means of which the User initiated the payment transaction at the Merchant's point of sale:

- a) If receiving from the Merchant, the Request to execute the return of assets in line with the framework agreement on payment services, entered into with the Merchant;
- b) if determining that due to incorrect data or due to technical issues, the Merchant was not supplied with the information on the executed Request for payment at the Merchant's point of sale.

The Bank shall, upon returning the funds to the payment account, inform the User without delay, that the funds have been placed at his/her disposal, on the basis of return.

### **5.3 Liability of the User for unauthorized payment transactions**

Not with standing liability of the Bank for unauthorized payment transactions, the User bears losses arising from execution of unauthorized payment transaction up to the amount of 3.000 RSD, if such transactions result from use of:

1. lost or stolen payment instrument, or
2. fraudulent use of payment instrument, since the User failed to keep its personalized security elements safe.

The User bears all losses arising from execution of unauthorized payment transactions if such transactions result from its intention or gross negligence, i.e. executed for fraudulent actions of the payer or failure to fulfil the following obligations:

1. Obligation of the User to use a payment instrument in compliance with regulations, i.e. agreed terms and conditions on issuance and use of such payment instrument;
2. Obligation to immediately, upon receiving the means for the authentication, undertake all reasonable and appropriate measures, in order to keep personalized security elements safe;
3. The obligation to inform the Bank or a person designated by the Bank immediately upon learning of the loss, theft or misuse of a telephone or other electronic device through which the payment instrument is used.

The User shall not bear losses from this point, if the Bank failed to provide appropriate manner of reporting lost, stolen or fraudulently used payment instrument, as provided by the Law on Payment Services and the Framework agreement, except if such losses are result of fraudulent actions of the User.

The User shall not bear losses arising from unauthorized payment transactions executed after he/she reported lost, stolen or fraudulently used payment instrument to the Bank, except if such losses are result of fraudulent actions of the User.

## **6. CONDITIONS FOR THE AMENDMENT AND TERMINATION OF THE AGREEMENT**

### **6.1. Amendments to the Framework Agreement**

Any amendments to the Framework Agreement must exclusively be made in writing or electronic form, except changes in favor of the User and changes that may, in accordance with applicable regulations, be amended and applied immediately and without prior consent of the User.

If the Bank proposes amendments of provisions of the Framework Agreement, it shall submit proposal of such amendments to the User, in writing or in electronic form, at least 2 (two) months before proposed date of application, and the User may agree with such amendments even before proposed date of application.

It is deemed that the User agrees with the proposal of the amendments to the Framework Agreement, if, prior to the date of application thereof, it fails to notify the Bank that it does not agree with the proposal, on which the Bank shall inform the User at the time proposal is submitted.

The Bank shall inform the User at the time of notice is submitted about his right to terminate the Framework Agreement before the date of application of the proposed amendments, without paying any charges and other fees in case it does not accept the proposal.

## **6.2. Termination of the Framework Agreement**

User is entitled to terminate the Framework Agreement at any time with notice period of 15 (fifteen) days and without any charges, by delivering the written notice to the other Party.

The User has the right to terminate the Framework Agreement in other cases provided by the law which regulates contractual relations or by any other law.

The Bank has the right to terminate the Framework Agreement with notice period of 2 (two) months, as well as in other cases provided by the law which regulates contractual relations or any other positive legislation and by submitting written notice to other contractual party.

Except in the above cases, the Bank may unilaterally terminate the Framework agreement concluded with the User if one of the following conditions for termination are met:

1. the User provides the Bank with incorrect data, or false statements and documents important for the conclusion of this Framework Agreement and/or assessment of the User's creditworthiness;
2. the User fails to meet any obligation undertaken by this Framework agreement even within 15 days of receiving a warning from the Bank;
3. the User-farmer within 3 (three) days, the User-individuals within 15 (fifteen) days, fails to notify the Bank about the change of domicile and/or place of stay, change of first or last name, employer, contact information and other personal data it provided to the Bank (if possible in writing or directly to the responsible employee at the Bank, and in emergency cases by phone, with the mandatory confirmation of the information given);
4. circumstances arise as set out by regulations and procedures on the prevention of money laundering and terrorism financing and action is taken in accordance with international sanctions to certain countries, based on which the Bank has the right or obligation to terminate its business relationship with the User, including, among other things:
  - a) it is established that the User is included on official terrorist and other negative lists, in accordance with domestic and international regulations on the prevention of money laundering and terrorism financing;
  - b) the User, at the request of the Bank, fails, within the provided or reasonable deadline, to submit its data, data on the origin of its funds or nature/purpose of its business relationship with the Bank and/or the transaction it is carrying out through the Bank;
5. the contractual relationship considerably increases the reputational risk in the Bank's operations (including, but not limited to, the knowledge that the User has committed a criminal offense, is engaged in dishonest activities or his performances in public address are not in accordance with the principles of prohibition of discrimination, promotion of equality and respect for human and minority rights);
6. that the User of the payment services addresses the employees of the Bank and/or others present in the Bank's business premises with inappropriate vocabulary, tone or gestures, or if by actual actions he obstructs the employees in their work and disrupts the Bank's business process (for example: refuses to leave the business premises, intentionally blocks access to the counter i.e. in an advisory position, repeatedly executes a large number of transactions that have no economic logic (transfers the same or similar amount of money from one account to another account and back again) etc.);
7. the User does not observe its legal obligations to the Bank;
8. in case the Payment Account Framework agreement has been terminated, in such a manner that the User does not have an open account with the Bank.

If the Bank fails to serve notice on termination/cancellation of the Framework Agreement or request for data update by registered mail sent to the last known address of the User because the User failed to timely notify the Bank on change of home and/or postal address, date on which post office or any other entity specialized for delivery of registered mail has first confirmed that service has been attempted shall be deemed the date of delivery.

In case of termination of the Framework Agreement, the User shall pay fees only for services provided until the date of termination, and if such fees are paid in advance, the Bank shall refund proportionate amount of fees paid by the User.

The User may request for the provisions of the Framework Agreement, which are not in accordance with information provided in the pre-contractual phase in accordance with the Law, and/or provisions relating to information on compulsory elements of the Agreement which have not previously been submitted – to be declared null and void.

## **7. INFORMATION ON USER PROTECTION**

### **7.1. Protection of Users**

#### **7.1.1. Right to complaint**

User has the right to file a written complaint to the Bank within 3 (three) years from the date of violation of its rights or legal interest, if it finds that the Bank fails to comply with provisions of the Law and the other regulations governing these services, general operating terms and conditions or good business customs related to such services or obligations provided under the Framework Agreement concluded with the User.

The Bank may not charge any fees to the User – complainant, nor any other costs of acting on the complaint.

The complaint is submitted by mail to the address: Banca Intesa ad Beograd, Customer Satisfaction and Complaints Office, Milentija Popovića 7b, 11070 Novi Beograd, by e-mail to the e-mail address: kontakt@bancaintesa.rs, in the Bank's branches or via the Bank's website.

#### **7.1.2. Right to file a complaint to the NBS**

If the User is not satisfied with the response to the complaint or that response has not been provided within 15 days – the User may, before initiation of the court case, file a complaint to the National Bank of Serbia in written form, if he believes that the Bank fails to comply with provisions of the Law and other regulations which govern these services, general operating terms and conditions or good business customs related to these services or obligations under the Framework Agreement concluded with the User.

The User may file a complaint within 6 (six) months from the date it receives a response or after expiry of the period for responding to complaint referred to in previous paragraph of this point.

The complaint is filed via the home page of the website of the National Bank of Serbia, by clicking on the text *Complaint against financial service provider/Mediation proposal* or at the mailing address: National Bank of Serbia, Department for Financial Consumer Protection, 17 Nemanjina Street, 11000 Belgrade or PO Box 712, 11000 Belgrade.

#### **7.1.3. Out-of-court dispute settlement**

If the User is not satisfied with the response received or the response has not been submitted within the provided period of 15 (fifteen days), dispute between the user and the Bank may be settled in an out-of-court procedure – mediation procedure.

After the mediation procedure is initiated, the User may no longer file a complaint to the National Bank of Serbia, except if the mediation is finalized with suspension or withdrawal, and if the complaint has already been filed – the NBS will stop acting on the complaint, i.e. stop this procedure, if mediation is completed by agreement.

The period for filing a complaint does not flow during the course of mediation.

The mediation procedure shall be initiated at the proposal of a party to the dispute accepted by the other party. This proposal must contain the period for its acceptance, which can neither be shorter than 5 (five) days nor longer than 15 (fifteen) days from the date proposal has been submitted to the other party in the dispute.

Disputed parties may decide if the mediation procedure should be conducted before the NBS or other body or person authorized for mediation

The mediation procedure is carried out by the National Bank of Serbia free of charge.

A proposal for mediation before the National Bank of Serbia is submitted via the home page of the National Bank of Serbia website, by clicking on the text *Complaint against financial service provider / Mediation proposal* or by mail to the address: National Bank of Serbia, ZIP code 712, 11000 Belgrade.

## **8. CONFIDENTIALITY AND PROTECTION OF DATA ON PAYMENT SERVICES**

### **8.1. Disposal of information**

The User explicitly agrees that the Bank, in accordance with legislation, has the right to forward the data from the Framework Agreement, data and data on its related parties, documentation comprising the file of the Agreement, well as any other data considered banking secret, and data on obligations under the Framework Agreement and manner of its settlement and compliance with provisions of the Agreement to the Central database of Intesa Sanpaolo Group, members of its bodies, shareholders, employees of the Bank, external auditors, Credit Bureau, Association of Serbian Banks, as well as other persons on a need-to-know basis, and third parties with which the Bank has concluded the agreement on data confidentiality, which after termination of contractual relationship, or when confidential information become useless, i.e. after expiration of retention period, if such period is provided by regulations or internal acts of third party based on regulations, and during which they are obliged to comply with applicable regulations on use of confidential information and provisions of the agreement, are obliged destroy or erase confidential information in such way they cannot be recovered and submit written confirmation on the matter.

### **8.2. Personal data protection**

The User explicitly agrees that the Bank has the right to use User data, such as address, phone number, fax or fax number, email addresses and other contact information the User provided to the Bank on conclusion of the Framework agreement, to inform the User on its activities, products and service, through brochures, leaflets, electronic messages, as well as any other type of business communication and presentation.

By concluding the Framework Agreement with the Bank, the User confirms that the Bank has informed it about processing of personal data, conditions of collection and processing of data that the Bank obtained from it and/or other persons for the purposes of its regular operations and performance of legal and contractual obligations, in line with the Law on Personal Data Protection.

## **9. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING**

The Bank shall be entitled to request from the User data required to perform its obligations regarding prevention of money laundering and terrorism financing.

The Bank shall be entitled to defer or refuse to establish a business relationship with the User, to terminate such business relationship or to defer or refuse to execute a transaction based on the User's order or for the User's account, if this is set out by regulations on the prevention of money laundering and terrorism financing.

The Bank may, without requiring consent, temporarily block the possibility of using its services and products, partially or fully, and the execution of transactions based on the User's order or to the credit of the User, if the User, at the request of the Bank, fails, within the provided or reasonable deadline, to submit its data, data on its operations, the origin of its funds or nature/purpose of its business relationship with the Bank and/or the transaction it is carrying out through the Bank, whereby the Bank shall not be responsible for any damage the User suffers because its transactions are not executed or because it cannot use the products or services.



**10. DELIVERY****10.1. Service of notices by the Bank to the User**

In terms of the business relation which the User has established or intends to establish with the Bank, the Bank shall supply the User with notices, reports and other data and documentation in written form.

Notices, reports and other documentation from paragraph 1 of this item, shall be provided by the Bank to the User, through a separate file of the digital banking application, where such documentation can be saved and stored, in unaltered form, so that the User may access and reproduce them in the period suiting the purpose of such storing (file "My documents"). The User shall receive the notification on its mobile device immediately upon receiving the documentation from the Bank.

The User shall, all of the precontract and contract documentation for the products and service, for which the contract has been entered into, via Digital banking, store in the file "My documents" and it shall be permanently available to the User for disposal. The remaining documentation, from the subject file, may be taken over by the User within the period of 3 years from the date of reception, whereas upon expiry of this period, it shall be deleted from this file. The documentation from this file shall be available in the afore specified deadlines, and maximum for the period during which the Digital banking services is active for the User.

Upon the request of the User, the Bank may execute the delivery from paragraph 1 of this item via other channels of delivery, available (at the address of permanent, i.e. temporary place of residence of the User, i.e. by delivering electronic mail, SMS or in other appropriate manner, on a durable medium, which fully satisfies all of the required conditions of providing a wholesome and clear information).

The User may supply the Bank with request from the previous paragraph, at the Bank's premises, in written form, and some through the Digital banking application of the Bank.

If the User chooses another channel of delivery, and fails to timely notify the Bank on change of data related to address, phone numbers, e-mail address and other contact information, and which have been submitted to the Bank for service of notices, as well as on other data which affect or could affect regular service, serving of notices conducted by the bank in accordance with available data shall be considered regular, and any obligations of the Bank to the User arising from or in connections with serving of notices shall be considered performed:

1. at the date of submission of notices to the post office (for sending as registered shipment), i.e. to the company registered for delivery;
2. at the date of service in any other way selected by the Bank in accordance with the Framework agreement and data provided, as well as consent of the User for service of notices.

If the mail served to the User is returned due to the incorrect address or incorrectness of any other data provided by the User, the Bank may discontinue further sending of written shipments and notifications to the User, until the User notifies the bank on change of data required for regular service.

In case the User chooses several channels of service, referred to in paragraph 4 of this item, the Bank shall, in line with the regulations, this GTC for digital banking and content of the act being served, decide in each specific case on one of the chosen channels, by means of which the User will conduct the service, and in particular: at the "My documents" file, by registered mail, with or without a return receipt, by sending it by email, SMS message or in other appropriate manner.

The Bank may serve notices to the User through third party, with which it concluded the agreement on performance of delivery, with agreed obligation of third party in terms of protection and confidentiality of User's personal data.

In order for completed delivery to be considered regular, the Bank and a person which in the name and on behalf of the Bank performs the delivery, shall provide proof that the shipment has been sent to the User, as well as ensure that such proof is kept for the necessary time period.

## **10.2. Service of Notices by the User to the Bank**

The User shall submit notices at the address of the Bank's head office or its organizational units, in accordance with this GTC, public advertisements and marketing material, the Bank's website and other instructions submitted by the Bank to the User in writing.

Depending on the type of business, and in accordance with relevant regulations and agreements with the User, the Bank may request that the User submit certain documents and notices to the bank:

1. original or photocopy, with or without a stamp of the competent authority verifying that the photocopy is identical to the original;
2. with translation into Serbian, certified by authorized court interpreter (in case of documents and notices in foreign language);
3. with the "APOSTILLE" certification or other certificate of legalization, depending on the country of origin of the submitted document (in case of foreign documents).

## **11. AUTHORITY RESPONSIBLE FOR SUPERVISION OF THE BANK**

The authority responsible for supervision of the Bank, as payment services provider, is:

the National Bank of Serbia, 12 Kralja Petra Street, Belgrade or 17 Nemanjina Street, Belgrade.

## **12. COMING INTO FORCE**

The Digital Banking GTC shall enter into force 15 (fifteen) days from the date of their publication, by displaying them at visible location in the Bank's branches, i.e. on the website of the Bank, including the possibility of displaying acts in electronic form on public screens at the Bank's branches.

President of the Board of Directors

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Draginja Đurić