

Effective from 31st of May, 2021

Pursuant to Article 73, paragraph 1, item 5 of the Law on Banks (Official Gazette of RS Nos 107/2005, 91/2010 and 14/2015) and Article 33, paragraph 2, point 5 of Articles of Association of Banca Intesa AD Beograd, the Board of Directors of Banca Intesa a.d. Beograd hereby adopts the following:

**GENERAL OPERATING TERMS AND CONDITIONS OF BANCA INTESA AD BEOGRAD
FOR WAVE2PAY SERVICE FOR INDIVIDUALS**

1. INTRODUCTORY PROVISIONS

1.1. Contents of General Terms and Conditions for Wave2Pay service

These General Operating Terms and Conditions of Banca Intesa AD Beograd for Wave2Pay service for individuals (hereinafter referred to as: GTC for Wave2Pay service) regulate mutual rights, obligations and liabilities of the Bank and User regarding use of Wave2Pay service.

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, are also considered general terms and conditions for Wave2Pay Service.

Terms used in the GTC for Wave2Pay Service:

- 1) **Bank** - BANCA INTESA AKCIONARSKO DRUŠTVO BEOGRAD (NOVI BEOGRAD), 7b Milentija Popovića str, 11070 Belgrade, Serbia (hereinafter referred to as: the Bank), BIC/SWIFT: DBDBRSBG, company registration number: 07759231, TIN: 100001159, E-mail: kontakt@bancaintesa.rs;
- 2) **User** - individual which uses Wave2Pay application, who has payment account with the Bank, has payment card with Virtual Card function and uses Wave2Pay service based on concluded Agreement;
- 3) **Wave2Pay app** (virtual wallet) – application for mobile phones which support installation of additional apps. This app creates Virtual Cards which allow User to make contactless payment for goods and services. Besides contactless payment, app also shows overview of transactions, gives notifications on executed transactions and executed services;
- 4) **Payment card** – debit cards listed in User Manual
- 5) **Virtual Card** – functionality of certain payment cards. HCE technology (Host Card Emulation) virtualizes payment cards by automatically assigning alternative numbers to cards (numbers differ from actual card numbers) and shows them in the app in such form.
- 6) **Wave2Pay service** – additional payment service linked to current account, which allows User to perform contactless payment transaction to pay for goods and/or services in designated points of sale. Wave2Pay service is used via mobile phone with installed Wave2Pay application, Virtual card and created mPIN.
- 7) **Mobile phone** – mobile phone which supports installation of additional apps and which operating system is compatible with Wave2Pay app.
- 8) **NFC technology** - "Near Field Communication" technology which allows wireless data transfer between two devices over small distances.
- 9) **Security parameters** – personalized data stored on Virtual Card and data received from Card Issuer and Bank, and which allows User to use Virtual Card through Wave2Pay application.
- 10) **Activation key** – unique personal secret identification number which along with Activation code is used to activate Wave2Pay application. Activation key is issued to the User by the Bank, after the User is identified. Activation key is strictly confidential and the User shall keep it safe during entire period of use of Wave2Pay service.
- 11) **Activation code** – one-time, randomly generated number which User receives in text message when he/she initiates app activation.

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- 12) **mPIN** – personal identification number of the User which is used for User authentication when app is started and to authorize payment transactions made by Virtual Card on Wave2Pay app.
- 13) **User authentication** – process of checking and verifying User identity based on security parameters. This process also allows verification of used payment instrument, including verification of personalized data;
- 14) **Transaction authorization** – process of verifying executed financial and/or non-financial transactions in Bank's system based on assigned security parameters;
- 15) **Payee** – means a natural or legal person designated as the recipient of funds subject to a payment transaction;
- 16) **POS EFT device** – electronic device at point of sale which is capable of NFC data transfer and which is used for execution of transactions, such as payment for goods and/or services by Virtual Card.
- 17) **ATM** – electronic device used to execute payment transactions, such as cash withdrawal, which are compatible with contactless transactions and which accepts Virtual Cards;
- 18) **Self-service device** – electronic device which is capable of NFC data transfer, and which is used to execute payment transactions, such as payment for goods and/or services and on which transactions are executed by Virtual Card and User identification in the manner supported by the self-service device;
- 19) **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;
- 20) **Framework Agreement for Wave2Pay Service** (hereinafter referred to as: the Framework Agreement) which consists of:
 - a. GTC for Wave2Pay service,
 - 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),
 - c. General Terms and Conditions of Banca Intesa AD Beograd for Debit Cards for Individuals (hereinafter referred to as: GTC for Debit Cards for Individuals)
 - d. Agreement for Wave2Pay Service (hereinafter referred to as: the Agreement for Wave2Pay Service),

The User is entitled to one written copy of the Framework Agreement or copy on any other durable medium, and also has the right 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 User to familiarize himself 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 Wave2Pay Service of the Bank and amendment to it shall be adopted by the Board of Directors.

The Executive Board may adopt the general act referred to in Article 1.1, paragraph 2. The Board of Directors shall approve the decision of Executive Board at the next regular meeting.

1.3. Relations between Agreement for Wave2Pay, GTC for Payment Accounts and Payment Services for Individuals, GTC for Wave2Pay Service and GTC for Debit Cards for Individuals

GTC for Wave2Pay service are considered specific terms and conditions of the GTC for Payment Accounts and Payment Services for Individuals and GTC for Debit Cards for Individuals, and shall be applied together with these GTCs. In case of any discrepancy between provisions of the Agreement for Wave2Pay, GTC for Wave2Pay Service, GTC for Payment Accounts and Payment Services for

Individuals and GTC for Debit Cards for Individuals the provisions of the Agreement for Wave2Pay and GTC for Wave2Pay shall prevail.

Agreement for Wave2Pay is an integral part of the Framework Agreement and in case of any discrepancy between provisions of the Agreement for Wave2Pay and any other documents which are part of the Framework Agreement, the Agreement for Wave2Pay shall prevail.

2. TERMS AND CONDITIONS FOR USE OF WAVE2PAY SERVICE

2.1. Overview of main features of Wave2Pay service

Wave2Pay is a service which is offered with current account, and which allows the User to perform contactless payment transactions by using Virtual Cards and pay for goods and/or services or withdraw cash at designated terminals, self-service devices and ATMs, as well as to track changes on the payment card account.

When activated, Wave2Pay service is 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 user shall personally and at its own cost obtain mobile phone which meets minimum technical requirements for use of Wave2Pay service, which are specified in the User Manual.

Prerequisite for contracting and using certain functions of Wave2Pay service is having current account with the Bank and that User has a payment card with activated virtual card function.

Based on properly completed and signed Contract for Wave2Pay Service, the Bank issues Activation Key to the User, which he/she confirms by signing the Certificate on Delivery of Activation Key.

When app activation is initiated, i.e. after entering the Activation key and number of mobile phone which is submitted during service activation, the User receives text message to the phone number specified in the Certificate on Delivery of Activation Key containing one-time Activation code required to complete app activation. After successfully entering the Activation Code in Wave2Pay app, the User then creates its mPin which is required to access options in Wave2Pay app. Activation key, mobile phone number submitted during service activation and Activation Code are hereinafter referred to as activation parameters.

User may use the service after successfully entering activation parameters into Wave2Pay app, provided he/she meets necessary technical requirements for use of the service.

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

Virtual Card expiry date shall be in accordance with expiry date of payment card to which it is linked, until the user cancels this functionality, and under condition User meets all requirements provided by the Framework Agreement and regulations.

Information on Wave2Pay service of the Bank is available to Users in Bank's business network and at official website (www.bancaintesa.rs). The Bank reserves the right to change functionalities, scope and contents of Wave2Pay service. Any new functionality of Wave2Pay service will be published by the Bank on its official website (www.bancaintesa.rs).

User Manual for Wave2Pay service is available to the User at Bank's official website (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.

2.2. Obligations of the User

The User is obliged to:

- Use mobile phone on which Wave2Pay application is installed with due care, as well as to keep activation parameters and mPin safe;
 - Immediately inform the Bank on loss, theft or fraudulent use of activation parameters, mPin and/or mobile phone on which Wave2Pay app is installed to any of the following contact addresses: online@bancaintesa.rs or kontaktcc@bancaintesa.rs ; or phone: 011 310 8888 or 011 30 10 160 or Bank's branch;
 - Perform all transactions in Wave2Pay app in accordance with Framework Agreement and other regulations;
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- Notify the Bank on change of the number of mobile phone through which Wave2Pay service is 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;
- 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;
- Always have latest version of Wave2Pay app installed on its mobile phone,
- Keep the mobile phone used to access the Wave2Pay app compatible,
- Bear all telecommunication and other costs arising from access to and use of Wave2Pay app.

Every successful Authentication shall be deemed performed by the User, except if the User previously reported loss, theft or fraudulent use of Activation code, mPIN and/or mobile phone with installed Wave2Pay mobile app.

User is entitled to request cancellation of Wave2Pay service, in which case service is deactivated (cancelled) at its initiative.

2.3. Rights and Obligations of the Bank

The Bank reserves the right to:

- Cancel use of Wave2Pay service if the User does not have the latest version of Wave2Pay app installed on its mobile phone, if the User has in any way modified factory operating system (and/or user rights) or its official update (and/or user rights) on mobile phone on which Wave2Pay app is installed;
- If it suspects that mobile phone number and mobile phone of the User through which Wave2Pay service is fraudulently used, disable the service and immediately notify the User on possible fraudulent use of registered mobile phone number and mobile device. Service has to be unblocked before reusing, i.e. parameters have to be Reissued. Under these circumstances, service may be unblocked only at the request of the Bank. After unblocking, the User has to request Reissuance of activation parameters and collect new Activation key in Bank's branches;
- Temporarily suspend contracted Wave2Pay 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;
- Enter and install changes and adopt existing system and security regulation, change, limit, disable or suspend use of Wave2Pay service at any time due to circumstances which may pose a security threat, as well as in case of force majeure.

The Bank shall not be liable for:

- Damages which arise if the User of Wave2Pay service discloses or makes available its activation parameters, mPin and/or mobile phone with installed Wave2Pay application to any other person;
- Damages suffered by the User due to force majeure, war, riot, terrorist acts, natural and environmental disasters, epidemics, labour 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 Wave2Pay service;
- Loss or destruction of data on mobile phone which the User uses to access Wave2Pay service, nor if the User makes his/her mobile phone or activation parameters for Wave2Pay service available to third parties;
- Malfunctions of Wave2Pay app, if the User has in any way modified factory operating system (and/or user rights) and its official update (and/or user rights) on the mobile phone on which Wave2Pay app is installed;
- Unavailability of Wave2Pay mobile app caused by defects and malfunctions of User's mobile phone, regardless of the reasons which caused them.

The Bank does not undertake to notify the service User on virtualization of particular card in Wave2Pay app.

Wave2Pay app is accessed and used via mobile operators' network, i.e. other networks which are outside of Bank's control. The Bank shall not be liable for any circumstances which in any way cause inability to transfer data and communication with Wave2Pay app, including, but not limited only to,

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unavailability, i.e. low mobile network coverage, data transfer delays, as well as disruptions or interference of mobile network.

The Bank will make best effort to remove any technical difficulties in work of Wave2Pay application as soon as possible.

If the User fails to activate Wave2Pay app within 7 days from the date Wave2Pay service has been contracted in Bank's branch, the Bank has the right to prevent activation of the app. The User may subsequently request the Bank to allow activation of the application by reissuing the Activation key in the Bank.

If Wave2Pay service is not used, the Bank has the right to disable Wave2Pay service which has not been used for 3 consecutive months. The user may subsequently request Bank to unblock the service and reissue activation parameters, if it wants to continue using the service.

Non-use means that the User has not checked payment card transactions over observed period of time, and has not made any transactions via Wave2Pay app, regardless of the authentication or authorization result (successful or not).

2.4. Executing payment transactions via Wave2Pay app

Provisions on execution of payment transactions are regulated in:

- GTC for Payment Accounts and Payment Services for Individuals,
- GTC for Debit Cards for Individuals,

It is deemed that the User has given consent for execution of payment transaction through Wave2Pay app/Virtual Card if he/she enters correct mPin in Wave2Pay app, selects Virtual Card in Wave2Pay app with which he/she wants to make payment and taps the mobile phone on which Wave2Pay app is installed to POS EFT device or self-service device which supports NFC data transfer, on points of sale and ATMs, in which case transactions are considered authorized. The User shall be notified on executed transaction by notification message of Wave2Pay app displayed on his/her mobile phone, as well as by receipt generated by POS EFT device or self-service device on point of sale or ATM.

Payment card user cannot cancel payment transaction performed by virtual card after it has been authorized.

The Bank shall execute payment order for execution of payment transactions by debiting User's payment accounts. The User may use virtual card only within available payment account balance.

The Bank shall inform the User on all changes on payment account, including those made through Wave2Pay service, and in the manner provided for in GTC for Payment Accounts and Payment Services for Individuals.

3. INFORMATION AND DATA ON FEES AND INTEREST RATES

The Bank does not charge Way2Pay service and does not calculate any interest and fees.

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

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 Wave2Pay 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 relevant 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

At any time during the term of the Framework Agreement the User has the right to request a copy of the agreement and change 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 damages which the User may suffer due to untimely collection or failure to collect documents the Bank made available under the Framework Agreement. The Bank shall perform subsequent internal controls to check if conditions of the Framework Agreement, particularly provisions on product price during entire term of the Framework Agreement, are duly applied.

If checks referred to in the previous paragraph show that charged prices are not in accordance with the price agreed by the Framework Agreement, conditions which are more favourable to the User shall apply or the excess amount is refunded to the User.

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

5.1. Application of provisions of General Terms and Conditions for Payment Accounts and Payment Services for Individuals and General Terms and Conditions for Debit Cards for Individuals

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 General Terms and Conditions for Payment Accounts and Payment Services for Individuals. Provisions on complains, right to block a card are regulated by provisions of General Terms and Conditions for Debit Cards for Individuals.

6. CONDITIONS FOR AMENDMENT AND TERMINATION OF THE AGREEMENT

6.1. Amendments to the Agreement

Any amendments to the Framework Agreement must be made in writing, except those which benefit the User and those that according to regulation may be changed immediately, without prior written 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 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, if, prior to the date of application of the proposed amendments, 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 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.

The User is entitled to terminate the Framework Agreement in other cases provided by the law regulating contractual relations or other laws.

The Bank has the right to terminate the 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 legislation and by submitting written notice to other party.

In addition to the case referred to in the previous paragraph, the Bank may unilaterally terminate the Agreement concluded with the User if one of the following conditions for termination materialises:

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- the User provides the Bank with incorrect data, or false statements and documents important for the conclusion of this Agreement and/or assessment of the User's creditworthiness;
- the User fails to meet any obligation undertaken by this Agreement even within 15 days of receiving a warning from the Bank;
- the User fails to meet the obligation to the Bank after it requests the submission or establishment of additional collateral in the deadline specified by the Bank;
- the User is more than 60 days overdue in meeting any obligation to the Bank under any other Agreement;
- circumstances have arisen or are certain to arise that may negatively affect the User's ability to orderly meet its contractual obligations, or if its creditworthiness deteriorates, including the deterioration of the User's risk category according to the NBS regulation governing the classification of bank assets;
- the User fails to notify the Bank within 15 (fifteen) days 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);
- 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:
 - 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;
 - the User, at the request of the Bank, fails, within the provided or reasonable deadline, to submit its data, data on its real owners, 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;
- the contractual relationship considerably increases the reputational risk in the Bank's operations (including, but not limited to, knowing that the User has committed a criminal act, that he is engaged in dishonest activities or his appearances in public statement are not in accordance with the principles of discrimination prohibition, promotion of equality and respect for human and minority rights);
- the User interferes with the work of employees and disturbs the Bank's operating processes by its actions at the Bank's offices;
- the User does not observe its legal obligations to the Bank;
- if the payment account of the User has been inactive for 12 (twelve) consecutive months, which means there has been no recorded payments to or withdrawals from the account, which does not include posting of interest, fees and costs and any other postings at the order of the Bank;
- If the Agreement on payment accounts and payment services for individuals has been terminated.

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

The User may request provision of the 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 the User – to be declared null and void.

If the Bank fails to serve notice on termination 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.



7. INFORMATION ON CONSUMER 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 on Financial Services Consumers Protection, other regulations governing these services, 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, or any other costs related to handling the complaint.

Complaints are submitted to the address of the Bank:

Banca Intesa ad Beograd,
Consumer Satisfaction Office,
7b Milentija Popovića str, 11070 New Belgrade
or by email: kontakt@bancaintesa.rs

7.1.2. Right to file a complaint to the NBS

If the Bank fails to provide a response to complaint within 15 (fifteen) days or if the User is not satisfied with the response – the User may, before initiation of court proceedings and if it finds that the Bank fails to comply with the provisions of the Framework Agreement, other legislation governing these service or good business customs related to such services, file a complaint to the National Bank of Serbia.

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 shall be filed via homepage of the National Bank of Serbia's website, by clicking on the text *File a complaint against financial services provider* or by mail to the following address: National Bank of Serbia, Financial Services Consumer Protection Sector, 17 Nemanjina Str., 11000 Belgrade or ZIP code 712, 11000 Belgrade.

7.1.3. Out-of-court dispute settlement

If the User is not satisfied with the response or the response has not been given 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, 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 shall not flow during the 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 period for its acceptance, which cannot be shorter than 5 (five) days from the date proposal has been submitted.

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

Mediation procedure before the NBS is free for all parties participating in the proceedings.

8. CONFIDENTIALITY AND PROTECTION OF DATA ON PAYMENT SERVICES**8.1. Use of data and personal data protection**

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.

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 Agreement with the Bank, the User confirms that the Bank has informed them about processing of personal data, conditions of collecting and processing personal data that the Bank obtained from them and/or other persons for the purposes of its regular operations and performance of legal and contractual obligations, in accordance 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. SERVICE OF NOTICES**10.1. Service of notices by the Bank to the User**

The Bank serves notices, reports and other written documents to the user who established or intends to establish business relationship with the Bank at the address of its registered offices, permanent or temporary residence of the User, i.e. by email, SMS or fax messages or in any other appropriate

manner which is in compliance with necessary requirements of providing complete and clear information.

The Bank performs the abovementioned service of notices in accordance with orders and consent of the User and according to the last known information.

User may give order or consent referred to in previous paragraph directly in Bank's premises and in writing.

If the client fails to timely notify the Bank on change of data such as address, phone numbers, fax and fax numbers, email address and other data, 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 client arising from or in connections with serving of notices shall be considered performed:

- a) on the date of submission of notices to the post office (if sent by registered mail), i.e. to registered delivery company;
- b) on the date of service in any other way selected by the Bank in accordance with the Framework agreement and consent of the User for service of notices.

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

Pursuant to regulations, these GTC for Wave2Pay service, nature and contents of acts being served the Bank decides on the type of service for each individual case: by registered mail with or without a receipt notice, sending via email, fax, SMS or any other appropriate way.

The Bank may serve notices to the User through third party, with which it concluded an agreement on delivery services, with contractual obligation of third party to protect User's personal data and keep it confidential.

In order for complete delivery to be considered regular, the Bank and a person which performs the delivery in the name and on behalf of the Bank, 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 serves written notices to the address of Bank's registered office or its organizational units, in accordance with the GTC on Wave2Pay, public advertisements and advertising material, Bank's website and other instructions provided by the Bank to the User in writing.

Depending on type of business, and in accordance with applicable regulations and agreement with the client, the bank may request the User to provide particular documents and notices to the Bank:

- a) in original form or photocopy, with or without certification of competent authority proving that the photocopy is true to the original;
- b) with translation to Serbian language, certified by authorized court interpreter (in case of documents and notices in foreign language);
- c) with "APOSTILLE" certification or other legalization certificate, depending on the country of origin of submitted document (in case of a foreign document).

11. AUTHORITY RESPONSIBLE FOR SUPERVISION OF THE BANK

The authority responsible for supervision of the Bank, as payment services provider, is: National Bank of Serbia, 12 Kralja Petra str, Belgrade or 17 Nemanjina str, Belgrade.

12. ENTRY INTO FORCE

General Operating Terms and Conditions of Banca Intesa AD Beograd for Wave2Pay service for individuals shall enter into force 2 (two) months from the date of their publication, by displaying them at visible location in the Bank's branches, and/or on the website of the Bank, including the possibility of displaying acts in electronic form on public screens at the Bank's branches.



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President of the Board of Directors

Ignacio Jose Jaquotot Calvo

