

Effective from 21.08.2019

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 the Articles of Association of Banca Intesa a.d. 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 PROVISIONS OF E-COMMERCE SERVICE TO LEGAL ENTITIES AND ENTREPRENEURS**

## 1. INTRODUCTORY PROVISIONS

### 1.1. Contents of Bank's General Operating Terms and Conditions

These General Operating Terms and Conditions of Banca Intesa AD Beograd for provision of E-commerce service to legal entities and entrepreneurs (hereinafter referred to as: the GTC for E-commerce service) regulate mutual rights, obligations and liabilities of the Bank and the Merchant in terms of acceptance of cashless payment by payment cards at E-commerce points of sales through electronic channels supported by the Bank.

Standards terms and conditions of particular products and services of the Bank, as well as acts which regulate fees and other costs the Bank charges to Merchants are considered the GTC for E-commerce service.

Terms used in the GTC for E-commerce service:

- **BANCA INTESA AKCIONARSKO DRUŠTVO BEOGRAD** (NOVI BEOGRAD), 7b Milentija Popovića, 11070 Belgrade, Serbia (hereinafter referred to as: the Bank), BIC/SWIFT: DBDBRSBG, company registration number: 07759231, TIN: 100001159, E-mail: kontakt@bancaintesa.rs;
- **E-commerce service** means a service which allows sale of products/services of the Merchant by accepting Users' payment card payments at E-commerce points of sale of the Merchant;
- **Framework agreement on provision of E-commerce service** (hereinafter referred to as: the Framework Agreement) consists of:
  - a) General Operating Terms and Conditions of Banca Intesa AD Beograd for provision of E-commerce service to legal entities and entrepreneurs (hereinafter referred to as: the GTC for E-commerce service),
  - b) General Operating Terms and Conditions of Banca Intesa AD Beograd for payment accounts and payment services for legal entities and entrepreneurs (hereinafter referred to as: the GTC for payment accounts and payment services),
  - c) General Operating Terms and Conditions of Banca Intesa AD Beograd for debit cards for individuals (hereinafter referred to as: the GTC for debit cards for individuals),
  - d) General Operating Terms and Conditions of Banca Intesa AD Beograd for credit cards for individuals (hereinafter referred to as: the GTC for credit cards for individuals),
  - e) Agreement on acceptance of payment cards at E-commerce points of sale (hereinafter referred to as: the Agreement),
  - f) Excerpt from Tariff of Fees for services of Banca Intesa AD Beograd (hereinafter referred to as: the Tariff),

- g) List of E-commerce points of sale (hereinafter referred to as: the List), and
- h) Operating instructions for E-commerce point of sale (hereinafter referred to as: the Instructions).
- **Payment card** is a mean of payment issued by the Bank at the request of the User based on the Agreement with payment card association which is the owner of payment card brand;
  - **Buyer** means user of a payment card, which is accepted at E-commerce point of sale;
  - **Merchant** means legal entity or entrepreneur, which has a payment account opened with the Bank and which agreed on sale of products/services by acceptance of payment cards at E-commerce point of sale, as a mean of cashless payment;
  - **Authorization** means a process in which the Bank which issued a payment card authorizes payment transaction of debiting payment account of the Buyer by particular payment card and at the request of a Merchant;
  - **Summary report** means a report which presents a summary of all payment transactions performed by payment cards for any day during which payment transactions have been performed at E-commerce point of sale;
  - **ESHOP** means a virtual shop of a Merchant that is a software solution which allows buyers to order goods and services offered by Merchant;
  - **E-commerce point of sale** means set of unique parameters assigned by the Bank by which ESHOP of a Merchant is identified in the Bank's system and system of payment card associations, which allows acceptance of payment cards through interface described in technical documents, and at which, as provided by the Framework Agreement, the Merchant is obliged to accept payment cards as a mean of cashless payment through electronic channels supported by the Bank (hereinafter referred to as: EPM);
  - **E-commerce payment transaction** means a payment transaction created by use of payment card on the Internet at Merchant's EPM, contact centre and other electronic channels supported by E-commerce service;
  - **Complaint** means a written objection to payment transaction executed by payment card at EPM of a Merchant, filed by a Buyer or the Bank. Complaint, within the meaning of the GTC for E-commerce services does not include complaint of a Buyer on material and legal deficiencies of goods/services purchased at Merchant's EPM;
  - **Payment Gateway (PGW)** is a system for processing and authorization of E-commerce payment transaction controlled by the Bank;
  - **Interface** means a software which allows communication between the EPM and PGW in order to execute E-commerce payment transactions initiated by Merchants;
  - **Credentials** are means of authentication of EPM at PGW;
  - **Service activation** means set of the Bank's activities which allow acceptance of payment cards at Merchant's EPM;
  - **Legal representative** means natural person acting in the name of and for the account of the company or entrepreneur, thus rights and liabilities have been taken from the concluded legal transactions by representing rights and liabilities of the company;
  - **Person authorized for giving authorization for the disposal of funds in payment accounts** – legal representative of the Payment Service user i.e. another person that is by means of adequate power of attorney authorized for giving authorization for the disposal in the payment account. The Power of attorney shall be certified by the competent body so that the certification body established not only the identity of the person giving the Power of attorney, but their right for issuing the respective Power of attorney. The contents of the Power of attorney shall clearly and unequivocally express the will of the person giving the power of attorney to authorize a designated person for giving authorization for the disposal of funds in payment accounts. The Power of attorney is acceptable if not more than six month have expired from the date of certification of the Power of attorney until the date of submitting the authorization for the disposal of funds in payment accounts to the Bank, signed by the respective Proxy;
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- **Authorized person** means a person authorized by Person authorized for giving authorization for the disposal of funds in payment accounts for the disposal of funds in the payment account;
- **Payment instrument** means and personalized device and/or a set of procedure agreed between the payment service user and the Bank, and used by the payment service user to issue a payment order;
- **Agreement on acceptance of payment cards at e-commerce points of sale** is a document by which a Merchant and the Bank agree on conditions of use of E-commerce service o the Bank;
- **List of E-commerce points of sales** is a document which defines basic information about Merchant, list of EPM of a Merchant including commercial terms under which payment cards will be accepted at such EPM, in terms of type of payment cards which are accepted, commission fees, type of transaction (payment in instalments, recurring payments), type of goods and services that are sold, etc. List of E-commerce points of sale is part of the Agreement on acceptance of payment cards at EPM, and therefore it shall not be deemed that the User has concluded a new Agreement on acceptance of payment cards at E-commerce points of sale each time new List is submitted, but instead that the List is an addition to the concluded Agreement;
- **Operating instruction for E-commerce point of sale** means a document which defines obligations of a Merchant and rules for work of EPM;
- **System Integrator** is a legal entity that owns the module – software component necessary to integrate the E-commerce point of sale of a Merchant with the E-commerce service of the Bank, whose use the Bank is interested in for the purpose of realising the possibility of accepting payment cards of card organisations at E-commerce points of sale of Merchants. The System Integrator has an Agreement on business cooperation concluded with the Bank. If the System Integrator collects and archives payment card numbers and other data contained in the payment card, it shall:
  1. align its operations with the mandates of card organisations;
  2. align its operations with the requirements of PCI DSS – Payment Card Industry Data Security Standards and other mandates of card organisations;
  3. provide to Merchants business continuity should there be any interruptions in business or operation of the System Integrator;
  4. use the collected and archived payment card numbers and other data contained in the payment card for the purposes defined by the Framework Agreement and permitted by regulations.

The Merchant is 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, and in the manner which allows the Merchant to familiarize itself with conditions of E-commerce service, as well as to compare different E-commerce service offers and asses if these conditions and services suit its needs.

The pre-contractual phase does not apply to the Merchant – legal entity.

## 1.2. Competence for adoption

The GTC for E-commerce service of the Bank as well as its amendments are adopted by the Board of Directors of the Bank.

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

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### **1.3. Relations between the Agreement, the GTC for payment accounts and payment services, the GTC for E-commerce service, the GTC for credit cards for individuals and the GTC for debit cards for individuals**

The GTC for E-commerce service are considered specific general terms and conditions in comparison to the GTC for payment accounts and payment services, the GTC for credit cards for individuals and the GTC for debit cards for individuals, and shall be implemented simultaneously with the GTC for payment accounts and payment services, the GTC for credit cards for individuals and the GTC for debit cards for individuals.

In case of any discrepancy between provisions of the Agreement, the GTC for E-commerce service, the GTC for payment accounts and payment services, the GTC for credit cards for individuals and the GTC for debit cards for individuals, provisions of the Agreement and the GTC for E-commerce service shall prevail.

The Agreement is an integral part of the Framework Agreement, and in case of any discrepancy/conflict between provisions of the Agreement and other acts which comprise the Framework Agreement, the Agreement shall prevail.

## **2. CONDITIONS OF E-COMMERCE SERVICE USER**

### **2.1. Type and description of main characteristics of E-commerce service**

Information on offer of E-commerce service is available in business network of the Bank and at the Bank's website ([www.bancaintesa.rs](http://www.bancaintesa.rs)).

In terms of the agreed E-commerce service, the Bank shall enable the Merchant to use services in the scope and manner specified in the technical documents.

The Bank reserves the right to change type, scope and contents of E-commerce service, as well as to introduce new type of E-commerce services. Any change of type, scope and contents and/or introduction of new E-commerce service shall be published at the Bank's website ([www.bancaintesa.rs](http://www.bancaintesa.rs)).

Agreed E-commerce service is available to the Merchant 24 hours after conclusion of the Agreement at the latest. Service is available to the Buyer 24 (twenty four) hours a day, 7 (seven) days a week, in the scope and manner defined in the List and the Instruction, provisions of the Agreement and this GTC for E-commerce services.

Precondition for conclusion of an agreement on E-commerce service is that the Merchant has opened payment account with the Bank.

When negotiating E-commerce service, the Bank serves a Request for realization of E-commerce service (hereinafter referred to as: the Request) to the Merchant. The Merchant uses the Request to assign, cancel and change data on EPM, activate new EPM, change contact information of persons responsible for commercial and technical issues, as well as any other change in relation to the E-commerce service and data relating to the actual Merchant, which it uses with the Bank, and by submitting documents that prove the requested change.

The Merchant shall submit filled in Request to the Bank in paper form, signed by the Person authorized for giving authorization for the disposal of funds in payment accounts and certified by seal (if the Merchant uses seal in legal transactions). The Request contains general data and basic elements of the Merchant's business model, whose purpose is to present the business model of E-commerce service to the Bank.

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General, technical, security and special requirements the Merchant must meet in order to obtain and keep licence for acceptance of Buyers' payment cards at EPM are stipulated in the Instruction, which is binding to the Merchant and with which the Merchant agrees by signing the Agreement.

When negotiating E-commerce service, the Merchant defines one or more EPMs at which E-commerce service will be used.

The Merchant shall ensure minimum technical requirements for use of E-commerce service on its own and at its own costs.

After receiving a validly completed Request, the Bank starts checking data of Merchant and Person authorized for giving authorization for the disposal of funds in payment accounts and Merchant's Authorized persons.

The Bank reserves the right to refuse to conclude the Framework Agreement with the Merchant and in that case, it shall allow the Merchant to collect documents submitted to the Bank for the purpose of agreement, and the Bank shall keep copies thereof.

In addition to the production package for realization of E-commerce service, the Bank is obliged to provide to the Merchant a complete test environment (test package, test payment cards, access to test server for authentication and authorization) which has to be available to the Merchant during development of Internet point of sale.

The Bank provides consulting services to the Merchant during implementation process, as well as test and production environment.

If the Merchant does not meet the preconditions that ensure technical support for the implementation of the E-commerce service, the Bank may recommend cooperation with System Integrators to the Merchant.

## **2.2. Obligation of the Merchant**

The Merchant undertakes to:

- Sell goods and services at its EMPs by accepting Buyers' payment cards, all in accordance with conditions and rules provided by the Agreement, the GTC for E-commerce service, legal regulations governing trade of goods and services and financial operations, as well as in accordance with rules of payment by payment cards provided by payment card associations;
  - Sell goods/provide services at its EPMs at price which is equal to the prices used for cash or any other type/method of payment and not to sell goods/services at higher prices under any conditions;
  - Operate in compliance with requirements of PCI DS S– Payment Card Industry Data Security Standards (detailed information is available at the website [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)), as well as payment card association requirements, and their merchant classification;
  - Submit appropriate reports and completed questionnaires, at the request of the Bank, and to conduct requested certification at competent legal entities;
  - Assume full criminal and material liability for submitted documents. In case the Bank suffers any damages due to failure of the Merchant to comply with this obligation, the Merchant undertakes to provide full compensation;
  - Bear all costs related to compliance with PCI DSS standards;
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- Not sell and advertise goods and services (offering, sales and display of which disrupts moral values) which are not in accordance with regulations of payment card associations and legal regulations;
  - consistently apply all provisions of the Instructions;
  - at EPM, unambiguously, clearly and understandable for the Buyer:
    - present correct description of offered good and/or services, including price in transaction currency - dinar (RSD),
    - present method of delivery of goods/services with particular focus on deadline for delivery of bought and/or ordered goods/services, as well as the manner in which payment card account is debited,
    - present conditions of filing a complaint – payment, fees, refunds and/or return of goods;
    - as well as all information specified in the Instruction;
  - request electronic authorization from the Bank for each E-commerce transaction regardless of its amount and record authorization number and keep it with data on transaction records, as provided by the Instructions;
  - give written confirmation to the Bank that credentials for access to production PGW have been received;
  - fully comply with security measures applied to payment card payment, as provided in the Instructions;
  - submit summary report on transactions for particular day to the Bank exclusively by electronic means, as provided by the Instructions;
  - submit goods/services purchase and/or order confirmation to a Buyer for each successful authorization of electronic purchase, as provided by the Instructions;
  - provide and keep, for any goods and/or services delivered at the address of Buyer, certificate of goods acceptance (i.e. delivery bill or confirmation of provided services, etc) signed by Buyer or Buyer's authorized person, by which Buyer or Buyer's authorized person confirm that goods/service have been delivered;
  - safely archive all information and documents created due to acceptance of E-commerce transaction in the period of 3 (three) years from the time of transaction, such as:
    - Transaction date, time and amount,
    - Transaction details provided by the Bank: PAYMENT\_ID, TRANSACTION\_ID, AUTH\_CODE,
    - Buyer information: Name and Surname, address, phone number, IP address,
    - Goods delivery information: delivery date, place and address,
    - Delivery bill for delivered goods, document defined in the Instruction,
    - Log from mail server through which purchase confirmation is sent to a Buyer;
  - Archive all other, relevant information and documents related to process of acceptance of E-commerce transactions, which may be important for complaint procedure;
  - Integrate interface for execution of E-commerce transactions to its EPM, in accordance with interface description (administrator instructions) provided by the Bank;
  - In case of any discrepancy in terms of revenue calculation, provide all relevant data at the request of the Bank;
  - keep record on reports received from the Bank on changes on the payment account, to review them and notify the Bank on any discrepancy or denial of obligations, i.e. claims within a month from the payment transaction date;
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- immediately notify the Bank on any irregularities and unusual behaviour of E-commerce service;
- notify the Bank on change of any information registered with competent business entities register;
- accept all E-commerce transaction at its own risk and the Bank is not liable for E-commerce transactions resulting from misuse;
- indemnify the Bank for all processing costs for justified written reclamation, resulting from complaint of a Buyer, any other bank or financial institution, based on transactions performed by use of payment card at Merchant's EPM in accordance with the Tariff;
- in case refund for goods sold or service provided is grounded, refund the Buyer in accordance with the Instruction, which means that refund will not be made in any other manner. If the Merchant acts in any other manner, the Bank shall not be liable for such actions of the Merchant;
- keep all business, financial and other data about the Bank, and Buyers, obtained during performance of obligations under the Agreement and the GTC, confidential, and in case it fails to do so, indemnify the Bank for damages suffered;
- not to forward data on Buyers to the Bank via Interest or email service to any email address, or any other service, except those specified in the Instruction;
- not request, collect and store data on Buyers' payment cards within its payment system, and agrees not to perform those actions in any other manner, except in the case when payment is carried out via a System Integrator whose operations are aligned with the PCI DSS standard of card organisations;
- immediately notify the Bank on loss or blockage of credentials for execution of production transaction or access to productions Back Office portal Payment Gateway, and send a Request to the Bank for block of use, and the Bank shall immediately after receiving the request perform necessary activities related to assignment and delivery of new production credentials to the Merchant;
- provide correct data in all documents from the Framework Agreement to the Bank, and otherwise the Bank shall not be liable for incorrect data provided by the Merchant.

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

The Bank undertakes to:

- provide persons responsible for technical and commercial matters, specified in the Request by the Merchant, with the technical documents and the Instructions, by electronic means or in writing or personally, at business unit of the Bank;
  - If Instructions are changed, sent to the Merchant, new version of Instruction, in electronic or written form, at least 2 (two) months before date of implementation;
  - Submit to the Merchant description of interface for execution of E-commerce transactions (technical instruction);
  - Provide to the Merchant credentials for execution of E-commerce transactions in test environment PGW;
  - Provide to the Merchant credential for execution of E-commerce transactions in production environment of PGW, after the Merchant organizes EPM in accordance with the Instruction;
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- Control, harmonize and calculate turnover of the Merchant on the next business day from the date summary report on transactions has been submitted by the Merchant. In case of any disagreement in terms of calculation, the Merchant shall submit all relevant data, at the request of the Bank, to perform harmonization. In exceptional cases, if harmonization is not possible, it shall be performed immediately after conditions are met. In case it is suspected that a E-commerce transaction is performed contrary to legal regulation which govern trade of goods and services and financial operations, regulations of payment card associations, as well as rules of complaints, the Bank reserves the right to extend payment deadline;
- Under E-commerce transactions, pay to the Merchant the amount of summary report reduced by amount of fees and within the period defined in the List;
- Ensure that the Merchant has all necessary elements for access to and use of E-commerce service within service working hours, except in case of force majeure, technical difficulties and other contingent events:
- Be directly liable to the Merchant for direct damages, resulting from wilful actions or gross negligence of the Bank;

If in any case it is determined that payment transaction is contrary to provisions of the Framework Agreement, or a result of fraudulent actions and/or mistake or omission of the Merchant, the Bank has the right to:

- Reduce future payments for the amount of such payment transactions,
- Not pay the Merchant for such payment transactions,
- Request the Merchant to refund paid amount, and cancel any further financial obligations under such payment transactions.

If the Buyer files a complaint on payment transaction performed by payment card at Merchant's EPM, and the Buyer denies that good/services have been delivered, the Bank has the right to debit payment account of the Merchant for the full amount of particular payment transaction (full refund), except in case it is unambiguously determined that the Merchant delivered goods/services to the Buyer or Buyer's authorized person.

The Bank is not liable to a Merchant for damages suffered due to force majeure, war, riots, terrorist acts, natural or environmental disasters, epidemics, strikes, termination of electricity supply, telecommunication or other type of communication interference, errors occurred during transfer of data via telecommunication network, government decision and actions, as well as any other similar causes which may not be attributed to the Bank, and due to which the Merchant cannot access E-commerce service.

The Bank is not liable for loss or destruction of data on the equipment the Merchant uses to access to E-commerce service.

The Bank is liable only for delivery of production credentials to the Merchant.

The Bank may temporarily suspend E-commerce services, in case of necessary system upgrade, repairs and maintenance of installation, on which the Bank shall notify the User at least 2 (two) business days in advance, except in urgent cases or if it is not allowed due to security reasons.

The Bank reserves the right to enter, make changes and adapt existing system and security regulations.

The Bank does not warrant or assume liability for hardware and software which is not part of the E-commerce system.

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## **2.4. Complaints**

A complaint, within the meaning of the GTC for E-commerce service means:

- a. If a Buyer contacts the Bank with written complaint related to transaction executed by payment card at EPM of the Merchant;
- b. If any other bank or financial organization, domestic or foreign, contacts the Bank in relation to transaction executed by payment card at EPM of the Merchant.

In case of Buyer's complaint, the Merchant is obliged to, at the request of the Bank, submit all requested data, including, but not limited to, proof of goods or service delivery within 10 (ten) days from the date the Bank's request is received.

If a Merchant fails to act in the manner provided by previous paragraph, it is obliged to fully indemnify the Buyer for the amount which is the subject of complaint.

Any complaints related to legal and material deficiencies of goods/services sold at EPM of the Merchant, shall not be deemed complaints within the meaning of the GTC for E-commerce service and shall be resolved directly between the Merchant and the Buyer, without participation of the Bank.

The Merchant is obliged to immediately, and within 25 (twenty five) days from the transaction date at the latest, submit to the Bank any complaint related to payment card operations in written form. The Bank shall inform the Merchant on status of its complaint.

If a request for refund submitted by the Buyer for goods or services provided is grounded, the Merchant shall make a refund exclusively in accordance with the Instruction, which means that refund will not be made in any other manner.

The Bank has the right to reduce the amount specified in summary report on turnover for the amount of complaint, until its final resolution, and in accordance with rules of payment card associations.

If arbitration proceedings is initiated before competent payment card association in relation to the complaint and the Merchant loses in the arbitration proceedings, the Bank also has the right to charge the Merchant for costs of arbitration proceedings.

## **2.5. Execution of payment transactions by E-commerce service**

Provisions related to the use of unique identifier, giving consent for execution of payment order, revocation of payment order, time of reception of payment orders and deadline for execution of payment order are provided by the GTC for payment accounts and payment services, the GTC for credit cards for individuals and the GTC for debit cards for individuals.

## **3. INFORMATION AND DATA ON FEES**

### **3.1. Type and level of fees the Bank charges to the Merchant**

The Bank charges Merchant for fees on agreement and use of E-commerce service in accordance with the Tariff.

The Merchant shall provide funds on the payment account with the Bank if it pays fees, and if there are insufficient funds on the payment account of the Merchant for collection of fees for agreed E-commerce service, the Merchant may not use such service until funds on the payment account are sufficient for collection of fee for activation of E-commerce service.

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By signing the Agreement the User agrees and authorizes the Bank to collect all fees related to use of E-commerce service in accordance with the Tariff.

The Bank charges fees for each individual payment transaction in accordance with the Tariff.

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

Any communication between the Bank and the Payment service user, related to opening and maintaining the payment account and provision of payment service, shall be in Serbian language. This does not exclude use of other languages, at the request of Payment service user, and all in accordance with good banking practices.

Information and notices shall be served in writing or on any other durable medium. All relevant data on execution of payment transactions, as well as contact address of the Bank are available to the Merchant at the address– [www.bancaintesa.rs](http://www.bancaintesa.rs).

The Bank notifies the Merchant in the manner provided in the previous paragraph, on executed domestic payment transactions, international payment transactions and domestic payment transactions executed in third country currency, as provided by the GTC for payment accounts and payment transactions.

The Merchant has the right to request a copy of the Framework Agreement, at any time during the term of the Framework Agreement, and to change channel of communication with the Bank, except if it is contrary to provisions of the Framework Agreement or incompatible with nature of particular product, i.e. service.

The Bank shall not be liable for damages suffered by the Merchant resulting from irregular collection or failure to collect documentation made available by the Bank in accordance with the GTC for E-commerce service.

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

If checks from 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 Merchant shall be applied or the difference shall be returned to the Merchant.

#### **5. INFORMATION ON SAFETY AND OTHER MEASURES RELATED TO EXECUTION OF E-COMMERCE SERVICE**

##### **5.1. Application of provisions of the GTC for payment accounts and payment services**

Provisions on liability for unauthorized, non-executed or incorrectly executed payment transaction, and liability for use of unique identifier and authorization of the Bank to dispose with funds on the Account of the Merchant, are regulated by the GTC for payment accounts and payment services, the GTC for credit cards for individuals and the GTC for debit cards for individuals.

##### **5.2. Blocking the E-commerce service**

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The Bank may temporarily or permanently disable use of Merchant's EPM if it suspects and misuse or unauthorized use of payment cards at the TPM of the Merchant.

## **6. CONDITIONS FOR 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, except changes in favour of the Merchant and changes which may, in accordance with applicable regulations, be amended and applied immediately and without prior consent of the Merchant.

If the Bank proposes amendments to provisions of the Framework Agreement, it shall submit such proposed amendments to the Merchant in writing or any other durable medium, at least 2 (two) months before the proposed date of its application, and the Merchant can agree to such proposal even before proposed date of application.

It is deemed that the Merchant agreed to the proposed amendments to the Framework Agreement, if prior to the date of application thereof it did not provide notice to the Bank that it does not agree with the proposal, on which the Bank shall inform the Merchant when submitting the proposal.

The Bank shall inform the Merchant, simultaneously with the submission of the proposal referred to in that paragraph, of its right to terminate the Framework Agreement before the date of application of the proposed amendments to the Framework Agreement, without paying any fees and other costs in case the Merchant has not accepted the proposal.

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

The Merchant has the right to terminate the Framework Agreement at any time, with notice period of one month, free of charge, and by submitting a Request for cancelation of E-commerce service.

The Merchant 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 by any other legal regulations, by submitting written notice to the other party.

In case of termination of the Framework Agreement, the Merchant shall pay fees only for E-commerce 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 Merchant.

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

Except in cases referred to in this point, the Bank may unilaterally terminate the Framework Agreement in the following cases:

- if 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 Merchant, including, among other things:
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- ❖ it is established that the Merchant 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 Merchant, 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;
  - If the payment account of the Merchant has been inactive for 12 (twelve) consecutive months, which means there has been no recorded payments to or withdrawals from the payment account, which does not include posting of interest, fees and costs and any other postings at the order of the Bank;
  - If the Bank fails to serve notice on termination of the Framework Agreement or request for data update by registered mail to the address last provided by the Merchant, due to the fact the Merchant failed to timely notify the Bank on change of residential address and/or mailing address, serving date shall be the date on which post office or any other legal entity specialized in delivery of registered mail first confirmed that service of notice/request of the Bank has been attempted;
  - If the Merchant fails to pay obligatory monthly fee for use of E-commerce services to the Bank;
  - If the Framework Agreement on payment accounts and payment services has been terminated.
  - If the Merchant provides the Bank with incorrect data, or false statements and documents important for the conclusion of the Framework Agreement and/or assessment of the Merchant's creditworthiness;
  - If the Merchant fails to meet any obligation undertaken by this Framework Agreement even within 15 days of receiving a warning from the Bank;
  - If the Merchant 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;
  - If the Merchant is more than 60 days overdue in meeting any obligation to the Bank under any other agreement;
  - If circumstances have arisen or are certain to arise that may negatively affect the Merchant's ability to orderly meet its contractual obligations, or if its creditworthiness deteriorates, including the deterioration of the Merchant's risk category according to the NBS regulation governing the classification of bank assets;
  - If the Merchant fails to notify the Bank within 3 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);
  - If the contractual relationship considerably increases the reputational risk in the Bank's operations;
  - If the Merchant interferes with the work of employees and disturbs the Bank's operating processes by its actions at the Bank's offices;
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- If the Merchant does not observe its legal obligations to the Bank.

## **7. INFORMATION ON MERCHANT PROTECTION**

### **7.1. Protection of Merchant - entrepreneur**

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

A Merchant – entrepreneur has the right to file a written complaint to the Bank within the period of 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, the GTC for payment accounts and payment services, the GTC for E-commerce service or good business customs related to these services or obligations under the Framework Agreement concluded with the Merchant.

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

Complaints shall be 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 National Bank of Serbia**

If the Bank fails to provide a response to the Merchant - entrepreneur within 15 (fifteen) days or if the Merchant - entrepreneur is not satisfied with the response – the Merchant - entrepreneur may, before initiation of court proceedings, file a complaint to the National Bank of Serbia if it finds that the Bank fails to comply with the provisions of the Agreement, GTC for payment accounts and payment services, the GTC for E-commerce services, law and other regulations governing these services or good business customs related to such services or obligations under the Framework Agreement.

A Merchant - entrepreneur may file a complaint within 6 (six) months from the date it receives a response or after expiration of the period for provision of response referred to in the 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 a Merchant – entrepreneur 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 Merchant - entrepreneur and the Bank may be settled in an out-of-court procedure – mediation procedure.

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After the mediation procedure is initiated, the Merchant - entrepreneur 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 National Bank of Serbia will stop acting on the complaint, i.e. stop this procedure, if mediation is completed by mutual agreement.

The period provided 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 include 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 National Bank of Serbia or other body or person authorized for mediation.

Mediation procedure before the National Bank of Serbia is free for the parties participating in the procedure.

## **7.2. Protection of Merchant – legal entity**

### **7.2.1. Complaints related to Bank's operations**

A Merchant - legal entity may file a complaint related to Bank's operations in writing – at business premises of the Bank, by mail, on the Bank's website, i.e. via email, and the Bank shall receive such complaint and issue a receipt confirmation to the Merchant – legal entity, at its request, specifying place and time of reception, as well as the employee of the Bank who received the complaint.

The Bank shall consider the complaint and provide written response to the Merchant – legal entity (hereinafter referred to as: the Response) within 15 (fifteen) days from the date complaint is received.

In exceptional cases, if the Bank, due to the reasons beyond its reasonable control, is unable to provide the Response within the period provided in the previous paragraph – such period may be extended for additional 15 (fifteen) days on which the Bank shall notify the Merchant – legal entity in writing within 15 (fifteen) days from the date complaint is received.

The Response of the Bank has to be complete, clear and understandable to the Merchant – legal entity, and related to the subject of complaint and contains assessment if such complaint is grounded.

If the Bank assesses that the complaint is grounded, it shall notify the Merchant – legal entity on its assessment, and if the reasons due to which the complaint has been filed are eliminated, i.e. about deadline for elimination of such reasons and actions which will be taken in order to eliminate such reasons.

In the Response the Bank shall inform the Merchant – legal entity on its right to file a complaint to the National Bank of Serbia.

The Bank shall not charge any fees or any other costs to the Merchant – legal entity related to acting on complaint.

### **7.2.2. Activities of the National Bank of Serbia related to mediation proposal in the period before the complaint is filed**

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If the Merchant – legal entity is not satisfied with the response or the response has not been provided within the period provided, dispute between the Merchant – legal entity and the Bank may be settled by mediation procedure, in accordance with the law regulating mediation of dispute settlement.

### **7.2.3. Manner of filing a complaint and activities of the National Bank of Serbia related to complaint of the client**

If the Merchant – legal entity is not satisfied with the response or the response has not been provided within the period provided, it may, within 6 (six) months from the date the response is received or expiration of the period provided for its delivery, and before initiation of court proceedings, submit a complaint – in writing, by mail or email to the email address of the National Bank of Serbia, specified on its website, along with complaint filed to the Bank, the response (if the Bank provided it) and documents which may be used to assess allegations from the complaint.

The National Bank of Serbia shall request from the Bank to comment the complaint within 8 (eight) days from the date the complaint is received, on which it shall simultaneously notify the Merchant – legal entity.

The Bank shall comment on the allegations from the complaint in writing, within the period provided by notice of the National Bank of Serbia, and which may not be longer than 8 (eight) days from the date notice is received, and submit evidence supporting its comments.

After the Bank provides the comments to the complaint, i.e. after expiration of the period provided, the National Bank of Serbia may request additional comments from the Bank, i.e. submission of appropriate evidence within the period defined in the request.

The National Bank of Serbia shall notify the Merchant – legal entity on its findings in relation to the complaint within 3 (three) months from the date complaint is received, and in more complex cases the period may be extended for maximum of 3 (three) additional months, on which the National Bank of Serbia shall notify the Merchant – legal entity in writing before expiration of the initial period of 3 (three) months starting from the date complaint is received.

If mediation procedure has been initiated, while the NBS acts on complaints of the Merchant – legal entity – the National Bank of Serbia shall suspend any actions on complaints, i.e. suspend its activities, if mediation procedure has been concluded by mutual agreement.

Mediation procedure is conducted by the National Bank of Serbia free of charge.

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.

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

### **8.1. Disposal of data**

The payment service user explicitly agrees that the Bank, in accordance with legal regulations, has the right to forward the data from the Framework Agreement, Merchant's data and data on its related parties, documentation comprising the file of the Framework Agreement, as well as any other data considered banking secret, and data on obligations under the Framework Agreement, 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 are obliged to, after termination of contractual relationship, or when confidential information become

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useless, i.e. after expiration of storage period, if such period is provided by regulations or internal acts of third party based on regulations, and during the period of compulsory storage, and by complying to applicable regulations on confidential data handling, 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 Merchant explicitly agrees that the Bank has the right to use Merchant data, such as address, phone number, fax or fax number, email addresses and other contact information the Merchant provided to the Bank on conclusion of the Framework agreement, to inform the Merchant 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 Merchant 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. SERVICE OF NOTICES**

### **9.1. Service of notices by the Bank to the Merchant**

The Bank serves notices, reports and other written documents to the Merchant who established or intends to establish business relationship with the Bank at the address of its registered offices, permanent or temporary residence of the Merchant, 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 service of notices from paragraph 1 of this point in accordance with the order and consent of the Merchant and according to the latest data submitted.

Order of consent from the previous Paragraph hereof shall be given by the Merchant to the Bank directly in the Bank's premises, in written form, in verbal form through the Bank's Contact center, i.e. through the Bank's applications for electronic or mobile banking.

If the Merchant 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) at the date of submission of notices to the post office (for sending as registered shipment), i.e. to the company registered for delivery;
- b) 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 Merchant for service of notices.

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

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In each individual case the Bank decides, in accordance with regulations, the GTC for E-commerce service and nature and contents of acts being served, on the type of service: registered shipment with or without a receipt notice, sending via email, fax, SMS or any other appropriate way.

The Bank may serve notices to the Merchant 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 Merchant'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 Merchant, as well as ensure that such proof is kept for the necessary time period.

## **9.2. Service of Notices by the Payment service user to the Bank**

The Merchant serves notices to the address of the Bank's registered office or its organizational units, in accordance with the GTC for E-commerce services, advertisements published and advertising material, Bank's website and other instructions provided by the Bank to the Merchant in writing.

Depending on type of business, and in accordance with applicable regulations and existing agreements with the Merchant, the Bank may request the Merchant to provide specific documents and notices to the Bank:

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

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

The Bank shall be entitled to request from the Merchant 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 Merchant, to terminate such business relationship or to defer or refuse to execute a transaction based on the Merchant's order or for the Merchant'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 Merchant's order or to the credit of the Merchant, if the Merchant, 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 Merchant suffers because its transactions are not executed or because it cannot use the products or services.

## **11. AUTHORITY RESPONSIBLE FOR SUPERVISION OF BANK'S OPERATIONS**

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GTC OF BANCA INTESA AD BEOGRAD FOR PROVISIONS OF E-COMMERCE SERVICE TO LEGAL ENTITIES AND ENTREPRENEURS

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

## **12. COMING INTO FORCE**

The General Terms and Conditions may be applied 15 (fifteen) days, at the earliest, from the date they have been published by displaying at visible location in Bank's branches and/or on the website of the Bank, including the possibility of displaying acts in electronic form on public screens at Bank's branches, but not before 21.08.2019.

President of the Board of Directors

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Ignacio Jose Jaquotot Calvo

