

Effective from 22.10.2021.

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 the Articles of Association of Banca Intesa AD Beograd, the Board of Directors of Banca Intesa AD. Beograd adopted the following

**GENERAL OPERATING TERMS AND CONDITIONS OF
BANCA INTESA AD BEOGRAD
FOR DEBIT CARDS FOR INDIVIDUALS**

1. INTRODUCTORY PROVISIONS

1.1. Content of Bank's General Operating Terms and Conditions

These General Operating Terms and Conditions for debit cards for individuals Banca Intesa AD Beograd regulate:

- conditions under which the Bank provides services of issuance and use of debit cards for individuals,
- information and data on fees, interest rates and currency exchange rate,
- information on manner and means of communication between the User and the Bank,
- information on security and other measures related to execution of payment transactions,
- conditions for amendment and termination of the Framework agreement, as well as
- information on Consumer protection.

Standard terms and conditions of particular products and services of the Bank, as well as acts regulating the fees and other costs the Bank charges to clients, are also considered the General Terms and Conditions.

Terms used in the GTC for debit cards have the following meaning:

- 1) Payment transaction** means an act, initiated by the User, acting as the payer or the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;
- 2) Payment order** means any instruction issued by the User, acting as the payer or the payee, to the Bank requesting the execution of a payment transaction;
- 3) Payment account** means an account used for the execution of payment transactions, maintained by the Bank;
- 4) 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;
- 5) User** means an individual, which uses one of the debit cards from Bank's offer based on signed Framework agreement;
- 6) Payer** means the individual person that issues a payment order from their payment account or gives consent to execute a payment transaction based on the payment order issued by a payee, or, if there is no payment account, the individual person that issues a payment order;

- 7) Payee** means the individual or legal person designated as the recipient of funds subject to a payment transaction;
- 8) Business day** means a day, namely part of the day in which the Bank is opened for business and obliged to enable execution of payment transaction to the User, as its payment services user;
- 9) Value date** is a reference date, i.e. reference time the Bank uses for interest calculation on all funds debited from or credited to a payment account;
- 10) Reference exchange rate** means the exchange rate used to calculate any currency exchange, which made available by the Bank or which comes from publicly available sources;
- 11) Unique identifier** means a combination of letters, numbers and/or symbols assigned to the User by the Bank to be used in a payment transaction to unambiguously identify the respective User and /or their payment account;
- 12) Durable medium** means any instrument which enables the User to store data addressed personally to it, to access and reproduce them in unchanged form for a period of time adequate to the purpose of the data;
- 13) Domestic payment transaction** means a payment transaction in which the payer's payment service provider and payee's payment service provider provide the service within the territory of the Republic of Serbia;
- 14) International payment transaction** means a payment transaction in which one payment service provider provides the service in the territory of the Republic of Serbia, and the other payment service provider in the territory of a third country, as well as a payment transaction in which the same payment service provider provides the service in the territory of the Republic of Serbia for one payment service user, and in the territory of the third country for that same or other payment service user.
- 15) Third country**, by the day of the Republic of Serbia's accession to the European Union, third country means any foreign country, and after that date – the country which is not a member state;
- 16) Bank** means Banca Intesa AD Beograd, seated in Belgrade-New Belgrade, 7b Milentija Popovića Str., company registration number: 07759231, TIN:100001159, which possess working license issued by the National Bank of Serbia, in accordance with the law regulating banks;
- 17) Slip** means a certificate of transaction executed by debit card;
- 18) Debit card** means payment and identification instrument issued by Bank at the request of the User, and based on the agreement with a payment card association which owns the debit card brand;
- 19) Point of sale** means a point of sale of a Merchant which is required to accept debit cards as a mean of cashless payment for purchase of goods and provision of services;
- 20) Internet point of sale** means point of sale where presentation and sales of goods and services, as well as all other activities related to sales, are performed by means of electronic communication (Internet, phone, email) and without physical contact between the Merchant and the User;
- 21) Authorization** means approval process for transactions made by debit cards;
- 22) Self-service device** means electronic device used for execution of payment transaction, payment of goods and/or services and cash deposits in dinars (or in euros on the device on which it is enabled), on which transactions are made by debit card and identification of the User, in the manner depending on the self-service device features.
- 23) POS (Point of Sale) terminal** means electronic device used to accept debit cards at sales or cash out points;

24) ATM means electronic device used for execution of payment transactions of withdrawal or payment of cash in dinars and in euros on the device on which it is enabled, checking the User's account balance and other services the Bank provides or would provide in the future through the device;

25) Cash out location means a location at which a business entity is authorized to accept debit card to disburse cash through POS terminal.

26) Digital banking shall be a Bank's service encompassing design solutions for electronic and mobile banking which the Bank places at disposal to the Client, and by virtue of which, via remote electronic communication, the performance of banking and other financial and non-financial services is enabled, whereas the physical presence of the User and the Bank's employees in the same place is not required.

27) Wave2Pay service means 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, in all as detailed in the General Terms and Conditions for Wave2Pay service for individuals

28) Digital wallet means an applicative solution for mobile payment developed and offered by the digital wallet service provider and which allows the User to register data relate to one or more payment cards within the application and thus generate a virtual card(s) to be used for initiating payment transactions. Terms and conditions of use of digital wallet is agreed between the User and the service provider, which at the same time determines the type and characteristics of the mobile device on which digital wallet application can be contracted and installed. The User may inform on the Bank's website about digital wallets in which he can register one or more of his debit cards as a virtual card;

29) Virtual card means digital representation of a debit card in Digital Wallet and/or e-banking and m-banking applications of the Bank which allow the User to perform contactless payment transactions at points of sale, cash out locations and ATMs, that support wireless data transfer between devices at close range and/or at online points of sale that support such type of payment. The Bank, as the card issuer, determines the types of cards that can be virtualized;

30) Mobile device means a device on which the Digital Wallet is installed and for which the User contracted digital wallet services with the Service Provider;

31) Digital wallet service provider (Service Provider) means a legal entity which provides Digital Wallet services in which the Bank, based on the agreement on cooperation with the service provider, allows the User to register one or more debit cards issued by the Bank.

The User and the Bank conclude a Framework agreement on the payment account (hereinafter referred to as: the Framework Agreement) which contains:

- Request for issuance of debit card,
- Contract for the corresponding payment account of the User containing regulations for business with debit card (hereinafter: the Contract)
- GTC for debit cards,
- General Operating Terms and Conditions for Payment accounts and Payment services of users (hereinafter GTC)
- Excerpt from Tariff of Fees for services of Banca Intesa AD Beograd (hereinafter referred to as: the Excerpt from Tariff),
- Conditions for use of debit cards
- Time schedule of receipt and execution of payment orders of individuals and farmers.

The User 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, in the manner which allows the Payment Service User to get familiar with conditions of payment services provision, as well as to compare offers of different payment service providers and assess if these conditions and services suit their needs.

1.2. Competence for Adoption

The General Operating Terms and Conditions of the Bank and their amendments shall be adopted by the Board of Directors. 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.

1.3. Relation between the Agreement, GTC for debit cards and the GTC

GTC for debit cards are considered special general conditions in relation to the GTCs, which is why they are implemented together with the GTCs.

If there is a mismatch between the concluded Agreement, GTC for debit cards and the GTC, in the relations between the Bank and the User, provisions of the concluded Agreement shall take prevalence, followed by the provisions of the GTC for debit cards.

In case of any discrepancy between the Agreement and other acts that make the Framework Agreement, the Agreement shall take prevalence.

2. DEBIT CARDS

2.1. Conditions under which the Bank issues debit cards

The Bank issues debit cards to the Bank's Users, under conditions defined in this GTC for debit cards.

If the Debit Card is issued to the User, the Bank shall issue a Debit Card without charge, for which processing, netting and settlement of payment orders in domestic payment transactions are performed in the payment system of Republic of Serbia.

In addition to the card from the previous paragraph, upon specific Customer request, the Bank may issue the other card from its offer, for which processing, netting and settlement of payment orders in domestic payment transactions are performed outside the Republic of Serbia.

Issued debit cards are property of the Bank. The Bank issues the debit cards to the User from the valid offer of the Bank.

The Bank may issue additional debit cards for persons authorized by the User's payment account.

In that case, the User is obliged to inform the users of additional debit cards with the manner and conditions of using the debit card defined by the Framework Agreement, whereby the User reserves the responsibility to use debit cards in accordance with the Framework Agreement.

2.2. Obligations and rights of the Bank and the User

Data on transaction performed by debit cards are stored and used by the Bank in accordance with law. By signing the request for issuance of debit cards, the Users gives consent to the Bank to serve, process and store, automatically or by classic means, personal data the User provided in their request.

Debit card cannot be assigned and may be used only by the User.

In order to ensure safe operations, the User shall keep debit card and personal identification number (PIN) safe and handle them responsibly. The User shall take all reasonable measures to protect the PIN in order to prevent misuse of the debit card, shall not record the PIN on the debit card or document stored with the debit card, shall not use the help of others when entering the PIN, and shall take other appropriate measures to avoid misusing the debit card.

The User bears all legal liability for unauthorized use of debit card issued in his/hers name, including all additional cards.

The Bank shall ensure that the User is the only person with access to PIN (with debit cards with which the PIN is issued) until presentation of the debit card. The Bank assumes risk related to delivery of the debit card and PIN.

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

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

Debit card may be used on points of sales, cash out locations and ATMs, domestically and abroad, on which mark of payment card association is displayed, as well as for remote retail which is allowed by use of this debit card. In case of internet purchase, the User is advised to, prior to the purchase, register its credit card to 3D Secure system, if provided by the Bank, or to use any other safety mechanisms provided by the Bank.

Transaction receipt is issued for transactions made at point of sale, ATM and cash out location. Copy of a transaction receipt is kept by the User for its record. In case of remote trade (via Internet, as well as by catalogue and phone purchase, etc) card cannot possibly be present, and in such situation confirmation of transaction is sent to the User via email or by telefax.

The debit card may not be used unlawfully, which includes purchase of goods and services prohibited by the law. Each unlawful use of the debit card, as well as purchase of goods and/or services prohibited by law is punishable (use of debit card as security instrument for debt settlement is prohibited, as well as the use of the debit card for purchase of pornographic materials, prostitution, drugs and narcotics and any other illegal activities) and will lead to termination of right of use, seizure of the debit card and the User shall be liable for any possible losses.

2.3. Payment of goods / services in installments

The Bank may on its own to authorize the debit card user issued with a payment current account in dinars to pay for goods or services in installments by debit card. Upon the approval of the service, the Bank shall notify the User of the maximum amount available for payment in installments. Upon the approval of the service, the Bank shall notify the User of the maximum amount available for payment in installments in the manner specified in section 9.1. of GTC, governing delivery.

(1) In the case referred to in the previous paragraph, payment in installments may be made at points of sale that have an agreement with the Bank on the acceptance of the Bank's payment cards with the option of payment in installments by debit cards. When paying, the User can choose the option of payment in installments, with the choice of the number of installments, where the maximum number of installments depends on the point of sale. The installments are due to the user on a monthly basis, with the first installment falling due immediately upon the initial processing of the transaction, and each subsequent one successively for one month in relation to the due date of the first installment. Upon the due date of the installment, the user is not charged interest, unless there are no funds available on the payment account on the due date and by settling the installment it reaches an unauthorized overdraft when interest is calculated for each day of delay in accordance with section 2.2. of GTC.

After the realization of the installment payment transaction, the maximum available amount for installment payment is reduced by the total amount of overdue installments. Payment of the due installment is done by debiting the payment account to which the debit card with which the transaction was performed is linked. Settlement of the due installment for the same amount increases the maximum available amount for payment in installments by debit card.

The User of the payment in installments by debit card service cannot use the option of issuing checks at the same time.

The User who has been approved the payment in installments by debit card service may submit a request for termination of this service in the Bank's branches, or in another channel provided by the Bank, with the obligation of prior settlement of all overdue installments. The User may at any time request from the Bank the early maturity of overdue installments in order to settle them.

The Bank periodically reviews the approval of the service and may renew or suspend the User's right to further use, of which the Bank shall notify the User in the agreed manner. After the expiration of the specified period, the Bank considers the renewal of the service and informs the User about the result in the agreed manner.

In case of that the Bank renews the User's right to use the service, the notification referred to in the previous paragraph shall also include information on the maximum amount available for payment in installments service. If the Bank does not renew the User's right to use the service, the repayment of overdue installments shall continue according to the maturity dynamics determined in the manner referred to in paragraph 2 of this item.

The Bank may at any time, for justified reasons, terminate the User's right to use the payment in installments by debit card service, of which he shall notify him in the manner specified in section 9.1. of GTC.

2.4. Complaints

The Bank is responsible for resolving the customer complaints related to the debit cards operations. All User complaints shall be filed in writing, on the teller of the Bank branch, using the appropriate form provided by the Bank or in any other manner which is in accordance with the rules on service of notices regulated by the GTC for debit cards.

The deadline for submitting a complaint is immediately after becoming aware about the unauthorized, unexecuted or incorrectly executed payment transaction, and no later than 13 (thirteen) months from the date of debit.

The Bank shall not be liable for the quality of goods/services the User paid for by debit card.

If the User files a complaint on goods/service at the point of sale, the User is obliged to settle all obligations to the Bank, regardless of the dispute between the User and point of sale.

3. TERMS OF USE OF PAYMENT SERVICES

3.1. Form and Manner of Giving and Withdrawing the Consent

1. The Bank shall execute a payment order, by which transfer payment transaction is requested:

- a) if the User provided sufficient funds for execution of the order, including bank fees, if provided by the Framework agreement, related to the execution (taxes, customs duties, fees of other banks, etc.);
- b) if the User provided consent for execution of payment order;
- c) if there is no legal impediment to the execution.

Consent is given by taking single action or several simultaneous actions.

The User gives consent for execution of payment transaction, i.e. authorizes the payment transaction:

- a. by presenting debit card to employee at point of sale for payment of goods and/or services and by signing transaction receipt (slip);
- b. by presenting debit card at cash out location, in order to perform cash withdrawal transaction and by signing withdrawal receipt generated by POS terminal at cash out point;
- c. by entering PIN at POS terminal and ATM;
- d. by entering or delivering data from debit card or its virtual card created in the Digital Banking application, including safety elements required at Internet point of sale,
- e. by using debit card in accordance with features of self-service device,
- f. by using of debit card at point of sale, cash out and withdrawal location where no PIN is required, or a signature on the transaction receipt up to a certain amount of transaction, in accordance with the rules of the credit card organization.
by using a Digital Wallet, i.e. a Virtual Card in the manner defined in point 7.1. of GTC for debit cards.

Debit card user cannot cancel execution of payment transaction performed by debit card once the transaction has been authorized.

2. If certain regulations provide that specific personal identification document or specific data is required for execution of payment order, the Bank shall execute payment order only if such identification documents or data are submitted, i.e. presented in prescribed form.

3. If payment transaction is initiated by the payee or the User through the payee, payment transaction can no longer be cancelled without consent of the payee.

3.2. Service of notices

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

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

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

Provisions on service of notices are regulated in detail by the General Terms and Conditions.

3.3. Cut-off time for reception and execution of payment transaction

Time of reception of payment order is the moment at which the user gives consent for execution of payment transaction, i.e. the Bank implements authentication procedure.

The Bank shall execute received order provided that it received payment order from point of sale, as the payee, i.e. from other payment services providers, as the payee.

The Bank shall execute received order in accordance with requirements of payment card association, and within 60 (sixty) days from the date such order is received.

Business day of the Bank means any business day, except: Saturday, Sunday, holiday or non-business day (according to applicable regulations of the Republic of Serbia).

If the User and the Bank agree that execution of a payment order should start on particular day or on a day at the end of particular period or on a day when the User makes funds available to their payment services provider – payment order shall be considered received at such date, except if such day is not business day, in which case the payment order shall be considered received on the next business day.

The Bank, as the payment services provider of the payer, shall ensure that value date of debiting the User's payment account for execution of payment transaction falls on the same or later date of debit date of the payment account for the amount of payment transaction. Payee's Bank shall ensure that value date of crediting the Payees payment account for the amount of payment transaction is, at the latest, a business day on which funds of payment transaction are credited to the account of that provider. In case of domestic payment transaction, if the User deposits cash to the payment account with the Bank in the currency of such payment account – the Bank shall ensure that value date of crediting such payment account is the date when it received cash payment.

In case of international payment transactions or payment transactions in currency of third country, the Bank is not obliged to submit, i.e. make easily available, to the User information on the cut-off time for execution of payment transaction and fees applied by payee's bank in third country, if such information is not available to the Bank at the moment payment transaction is initiated, but instead shall provide such information within expected time of execution of the payment transaction.

3.4. Obligations of the User

The User is fully liable for legal and agreed use of debit cards issued under the Framework agreement.

The User undertakes to:

- to make available sufficient funds on the account, required for settlement of all obligations arising from use of debit cards issued under the Framework agreement, and to pay fees, commissions and all other costs within agreed timeframe;
- inevitably and without delay notify the Bank, in writing, on any circumstances which could prevent the User from fulfilling their obligations under the Framework agreement.

4. INFORMATION AND DATA ON CURRENCY EXCHANGE RATE

4.1 Currency exchange rate

The Bank receives goods/services payment transactions and cash withdrawals arising from use of debit card in the country calculated in dinars (RSD).

Exceptionally, the Bank receives the following transactions made in the country, calculated in euros (EUR):

- transactions arising from the use of debit card in the country at specific service providers (e.g. airlines), in accordance with payment card association rules
- transactions of withdrawals in euros (EUR) at the Bank's ATMs from a foreign currency payment account, which may be in the euro or another foreign currency.

The Bank receives goods/services payment transactions and cash withdrawals arising from use of debit card abroad calculated in euros (EUR). The conversion from the original currency of the transaction to euros (EUR) is made by the payment card association according to its own exchange rate used at the date of calculation.

Inflow transactions based on the special functionality for funds transfer to the debit card are received by the Bank calculated in dinars (RSD). The conversion from the original currency of the transaction into dinars (RSD) is made by the payment card association according to the own exchange rate used at the date of calculation.

The conversion from the calculated currency the Bank receives to the currency of the payment account to which debit card is associated, if different, is done in accordance with the Agreement.

5. INFORMATION ON MANNER AND MEANS OF COMMUNICATION BETWEEN THE USER AND THE BANK

All communication between the Bank and the User related to rights and obligations under this Framework agreement shall be performed in Serbian language. This does not exclude use of other languages, all in accordance of good banking practices.

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

The Bank shall, once a month and at the request of the User, submit him/her a free of charge, hard copy of Statement on executed payment transactions.

The User has the right to request, at any time during the term of Framework agreement, copy of the agreement and to 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.

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

6.1. Procedure in case of damage, theft or loss of card

The User shall provide written notification to the Bank in case their debit card has been destroyed or damaged by filling in appropriate form. The user shall notify the Bank by phone (phone no. 011/30 10 160) or at Bank's branch, on lost or stolen debit card, immediately after becoming aware of such case. Such notice must be confirmed in writing by filling in appropriate form in the nearest business unit of the Bank within 3 (three) days from the date the Bank has initially been notified by telephone.

The User shall without undue delay notify the Bank on lost, i.e. stolen debit card and ask the Bank to block its further use. The Bank shall declare card invalid through electronic safety systems starting from the date notice on loss, theft or other fraudulent use of debit card is received. In case the User finds debit card, after he/she has already informed the Bank on its loss, he/she must not use, but instead immediately return it to the Bank.

If the Bank fails to provide possibility of reporting loss, theft or transaction executed by unauthorized use of debit card, i.e. debit card data, at any time – the User shall not suffer consequences of unauthorized use, unless he/she himself/herself is responsible for fraudulent use.

The User bears all losses related to fraudulent transaction, he/she performed, and also bears losses arising from failure to fulfil:

- 1) their obligations arising from conditions of issuance and use of debit card,
- 2) obligation to adequately keep their personal identification number safe.

The User does not bear losses arising from transactions executed after the loss, theft or unauthorized use of debit card, i.e. debit card data has been reported to the Bank, except he/she is responsible for fraudulent use or participated in fraudulent use or acted with the intent of fraud.

The Bank shall notify the User on each transaction made abroad via SMS to the mobile phone number registered to the Bank, as well as via Wave2Pay or Digital Banking services in case of their use. For transactions performed in the country, the Bank shall notify the User via Wave2Pay or Digital Banking services in case of their use. The Bank shall notify the User via SMS sent to the mobile phone number or e-mail the user provided to the Bank for each transaction which may be considered risky. The User shall immediately after receiving a message on spending which he does not accept as his/hers, notify the Bank by contacting Bank's Contact Centre or at Bank's branch and blocking their debit card.

6.2. Replacement of debit card

In case of loss, theft or fraudulent use of debit card, the User has the right to replace the card.

If debit card is damaged or the User changes their personal data, they are entitled to replace the debit card.

6.3. Right of the Bank to block debit cards

The Bank may disable use of debit card on justified grounds related to debit card security, if unauthorized debit card use or fraudulent use is suspected or if the risk that the User will not be able to fulfil their payment obligations has increased, when use of debit card is connected to granting of a loan, i.e. overdraft to the User.

The Bank shall notify the User on their intentions and reasons for blocking debit card, before blocking the debit card or immediately after card is blocked at the latest.

The Bank shall re-enable use of debit card or replace it with a new card as soon as reasons for blocking cease to exist.

6.4. Liability of the User for unauthorized payment transactions

Notwithstanding liability of the Bank for unauthorized payment transactions, the User bears losses arising from execution of unauthorized payment transaction up to the amount of 3.000 RSD, if such transactions result from:

- a) use of lost or stolen debit card, or
- b) fraudulent use of debit card, since the User failed to keep their personalized security elements safe.

The User bears all losses arising from execution of unauthorized payment transactions if such transactions result from fraudulent actions of the payer or out of failure to fulfil the following obligations of the User due to his intention or lack gross negligence:

- Obligation of the User to use debit card in compliance with regulations, i.e. agreed terms and conditions on issuance and use of such card;
- Obligation to take all reasonable and appropriate measures, immediately after collecting the card, in order to keep personalized security elements of the card safe;
- Obligation to notify the Bank or person appointed by the Bank on loss, theft or fraudulent use of debit card immediately after becoming aware of such circumstances.

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

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

6.5. User's request for correct execution of payment transaction

The User shall notify the bank on unauthorized, unexecuted or incorrectly executed payment transaction, i.e. request correct execution of payment transaction immediately after becoming aware of such payment transaction, and provide that such notification, i.e. request is submitted within 13 months from the debit date.

6.6. Liability of the Bank for unexecuted or incorrectly executed and unauthorized payment transactions

The Bank shall be liable for unexecuted or incorrectly executed and unauthorized payment transactions and, in accordance with the law, it shall immediately after becoming aware of such transaction refund the amount of the transaction to the User, i.e. to the User's payment account and restore the debited payment account to the state it would have been had the unauthorized or incorrectly executed transaction not taken place, along with fees charged for execution of the payment transaction, except if the User requested correct execution of payment transaction.

If the User claims that they have not authorized executed payment transaction or that payment transaction has not been executed or correctly executed, the Bank shall prove that the payment transaction disputed by the user has been properly recorded and posted, as well as that its execution has not been affected by any technical issue or other defect.

In accordance with law, the Bank shall refund the amount of unexecuted or incorrectly executed and unauthorized payment transaction to the User or provide correct execution of payment transaction, if the User reported unexecuted or incorrectly executed and unauthorized payment transaction to the Bank, i.e. if the User requests correct execution of payment transaction, immediately after becoming aware of the payment transaction, provided that such notification, i.e. such request are submitted within 13 (thirteen) months from debit date.

If the Bank failed to provide information about payment transaction to the User, the Bank is liable for unexecuted or incorrectly executed and unauthorized payment transaction and shall refund the amount to the user even after provided period of 13 (thirteen) months has expired, and if the User notifies it on unexecuted or incorrectly executed and unauthorized payment transaction immediately after it becomes aware of the transaction.

Provisions from paragraph 1 and 2 of this point shall not be applied to liability of the Bank and the User related to execution of payment transaction in the event of force majeure which prevented performance of obligations provided by the Law on Payment Services or of any other law.

6.7. Refunds for authorized and correctly executed payment transactions

The Bank shall refund the User, on their request, with the full amount of authorized and correctly executed payment transaction (hereinafter referred to as: Refund request) initiated by the payee or the User through the payee, if the following conditions are met:

- a) the User's authorization for execution of payment transactions does not specify the exact amount of the payment transaction;
- b) the amount of payment transaction exceeds the amount the User could reasonably have expected taking into account their previous spending pattern, the conditions of the Framework agreement and circumstances of particular case.

The Bank may require the User to provide evidence about facts relating to fulfilment of conditions under paragraph 1 of this point, and the User cannot refer to the condition under paragraph 1, item 2 of this point, if increased amount of the payment transaction was due to currency conversion at the agreed reference exchange rate.

The User may submit the request for refund within 56 (fifty-six) days from the debit date, and the bank shall refund the full amount of the payment transaction to the User or to notify them on the reasons for rejecting the Refund request within 10 (ten) business days.

If the Bank refunds to the User the claimed amount and after conducting complaint procedure in accordance to payment card organization's rules it is established that the claim was unfounded the Bank shall charge the User's payment account for the subject amount without the special consent of the User.

If the Bank rejects the refund request, it shall, in the notification about the reasons for the rejection, notify the User about:

- 1) procedure for the protection of rights and interests of the User, including out-of-court resolution of disputes,
- 2) proceedings that could be initiated for the violation of provisions of the Law on Payment services, as well as
- 3) body responsible for conducting these proceedings.

The User has no right to a refund specified in paragraph 1 of this point, if the following conditions are met:

- 1) the User provided consent for execution of payment transaction directly to the Bank;
- 2) information on the future payment transaction has been provided or made available in the agreed manner to the User at least 28 (twenty-eight) days before the due date by the Bank or the payee.

7. CONDITIONS OF USE OF DIGITAL WALLET

7.1. Activation, use and execution of payment transactions by Virtual Card

The User makes an agreement on provision of Digital Wallet service with the Service Provider. The Bank is not a party in the agreement, it does not and may not assume any rights and obligations from such agreement, may not be held liable for availability or the functioning of the service.

The User may register its debit card in the Digital Wallet either through application of the Service Provider or through mobile banking application of the Bank, if supported by the Bank. Registration of a debit card in Digital Wallet creates a Virtual Card which is subject to all conditions that are applied to the debit card represented by the Virtual Card, all in accordance with the Framework Agreement concluded between the User and the Bank.

If the User has registered several payment cards in the Digital Wallet, he may decide on his own which of the cards will be used to initiate a payment transaction.

Approval for execution of payment transactions initiated through Digital Wallet, i.e. by Virtual Card is given by the User by holding a Mobile Device near POS terminal or ATM, i.e. by selecting the Digital Wallet as payment option at internet point of sale and entering personalized security elements, selected personally or agreed with the Service Provider. The Bank will debit the amount of the executed payment transaction to the payment account of the User connected to the registered debit card. The User may receive information on payment transactions executed through Digital Wallet service not only from the Bank, but from the Service Provider, as well.

It is not possible to use Virtual card for instalment transactions.

7.2. Expiry or restriction of the right of use of Virtual Card, replacement and/or renewal of debit card

If the Framework Agreement under which the Bank issued a debit card, which is digitally represented by a Virtual Card, is terminated for any reason, if the User stops using the debit card or the Bank denies User the right to use the debit card, the right to use Virtual Card with cease at the same time.

The Bank may permanently or temporarily block the Virtual Card due to reasons related to secure provision of payment services, suspected unauthorized use of Virtual Card and/or its fraudulent use. The Bank will inform the User on its intention and reasons to block the Virtual Card prior to the block and at the latest immediately after blocking the card, except if giving of such notice is contrary to objectively justified reasons of security or regulations. The Bank will allow a Virtual Card to be registered again after the reasons for blocking the card cease. Reasons to temporary or permanently block and/or prevent use of a debit card, apply to a Virtual Card, as well. Debit card being blocked causes the Virtual Card to be blocked, as well, while Virtual Card being blocked does not have to cause the debit card to be blocked.

The Bank will prevent use of a Virtual Card in case that Digital Wallet service within which Virtual Card has been generated is no longer available for debit cards it issues and the User will be timely informed on the matter.

The Service Provider may prevent use of Virtual Card for any other reason agreed with the User. In that case, the Bank may not and is not obliged to influence the Service Provider in terms of availability of Digital Wallet to the User.

In case of regular debit card renewal, it is not necessary to reactivate the Virtual Card through Digital Wallet. In case debit card is not collected, the Bank reserves the right to disable the use of Virtual Card in Digital Wallet. If the Bank, for any reason, replaces User's debit card that has been registered in the Digital Wallet by a new debit card (e.g. if the card is reported as lost), Virtual Card does not have to be reactivated through Digital Wallet.

Deletion of a Virtual Card from a Digital Wallet does not affect the possibility of use of a debit card which Virtual Card is digitally represented. If after deletion of a Virtual Card from a Digital Wallet the User wishes to once again start using his debit card as Virtual Card, he may reregister it in the Digital Wallet. Deletion of Virtual Card from Digital Wallet does not release the User from obligation to settle all liabilities created by such card before deletion.

Inability to use a Virtual Card due to the above listed reasons does not release the User from obligation to pay or make funds available on the payment account for payment of all liabilities arising from the use of debit card and Virtual Card.

7.3. Security

By registering a debit card in Digital Wallet on specific Mobile Device, the User assumes the obligation to use the Mobile Device with due diligence, as well as to take all reasonable measures to save and protect confidentiality of information stored on the Mobile Device, which have been agreed with the Service Provider, for giving approval for execution of payment transactions initiated through Digital Wallet and/or Virtual Card. Obligations related to handling of personalized safety elements of payment instruments, assumed by the User under Framework Agreement, apply to the Mobile Device and to this elements. All payment transactions initiated by Virtual Card will be deemed initiated by the User, except the user previously reported theft, loss or abuse of Mobile Device or its personalized safety elements for Mobile Device to the Bank. Liability of the Bank and the User in terms of payment transactions initiated by Virtual Card is subject to provisions of points 6.4 to 6.7 of GTC for debit cards.

The User undertakes:

- when creating personalized safety elements for Mobile Device and/or Digital Wallet, to act with due diligence and not select safety elements which could for any reason be guessed or connected to the User,
- to disable access to his Mobile Device by fingerprint or facial recognition of other persons,
- if, before entering into agreement on use of Digital Wallet and generation of Virtual Card, he set any safety elements on his Mobile Device, such as password, lock pattern or fingerprint recognition, to review them and change all safety elements that have been set in the manner that may be guessed by anyone and about which the User has already, directly or indirectly, provided information to other persons,
- if he suspects that his personalized safety elements for Mobile Device or any other safety element for Mobile Device access are known or may be known to anyone, to change such elements without undue delay, and in case of loss or theft of Mobile Device or suspected fraudulent use of Mobile Device or personalized safety element, to immediately notify the Bank in accordance with point 6.1 of GTC for debit cards.

7.4. Fee for Digital Wallet services

The Bank has no influence on the fees charged by the Service Provider for the service provided by him or third parties that provided related services.

7.5. Processing of personal data and data on payment transactions initiated by Virtual Card

By registering the debit card in Digital Wallet through mobile banking application, the User authorizes the Bank to provide the Service Provider with identification data of the User and the debit card being registered, including the expiry date of the card, all for the purpose of conclusion of the agreement between the User and the Service Provider. The Service Provider is the personal data controller for personal data of the User with whom he made an agreement for Digital Wallet service and as such he is responsible to the User for lawful processing of his personal data required for conclusion and performance of the agreement on use of Digital Wallet service, during the term of the agreement and after its expiry. The Bank does not influence and may not be held liable for the manner in which the Service Provider collects and processes data.

During the period of validity and use of Virtual Card the Bank provides the Service Provider with aggregate information on payment transactions initiated by Virtual Card for the purpose of performance of the agreement concluded between the User and the Service Provider.

Contracting and use of Digital Wallet includes safe transfer of information through electronic communication network, which availability is ensured by electronic communication service providers that may not be influenced by the Bank, including the electronic communication service provider of the User himself. The Bank may not be held liable for availability and proper functioning of such service, for transfer of data through these services from Service Provider to Mobile Device of the user and vice versa or for archiving and storage of data on Mobile Device of the User.

8. TERMS AND CONDITIONS OF USING THE VIRTUAL CARD IN THE BANK'S DIGITAL BANKING APPLICATIONS

The user of the Bank's Digital Banking applications can create a digital display of the debit card or virtualize the debit card in these applications. The User can use the Virtual card created in this way only at internet points of sale, and the conditions that apply to the debit card whose Virtual card is a digital display are applied accordingly. For one debit card, it is possible to create several Virtual cards, which can be:

- one-time, for one transaction, which the User can use within 5 (five) days
- multiple, which the User can use in a period defined by him, which can be from 1 up to 6 months

The Bank will debit the payment current account of the User to which the debit card whose Virtual card is a digital display is linked for the amount of payment transactions performed with the Virtual card.

The User can block the Virtual card via digital banking applications or by calling the Bank's contact center.

9. CONDITIONS FOR THE AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT

9.1. Amendments to the Framework agreement

When the Bank proposes amendments to provisions of the Framework agreement, it shall provide a User with the proposal of such amendments at least 2 (two) months before their proposed date of application.

After receiving the proposal from the previous paragraph of this point, the User may agree that propose amendments may cause legal effect even before propose data of application.

It is deemed that the User agreed to the proposal from paragraph 1 of this point, if prior to the date of application of the proposed amendments they did not provide notice to the Bank that they do not agree with the proposal, on which the Bank shall inform the User simultaneously with the submission of proposal.

In the case referred to in paragraph 3 of this point, the Bank shall inform the User, simultaneously with the submission of the proposal referred to in that paragraph, of their right to terminate the Framework agreement before the date of application of the proposed amendments, without paying any charges and other fees in case they do not accept the proposal.

The Bank shall provide the user with the proposal referred to in paragraph 1 of this point in writing or on other type of durable media.

Changes to the currency exchange rate may be applied immediately and without prior notice to the User, if they are based on changes of reference exchange rate.

If currency exchange rate is changed in favour of the User, such changes may be applied immediately, and before prior notice to the User.

The Bank shall ensure that the User is treated equally during calculation and application of exchange rate changes referred to in the paragraph 6 and 7 of this point.

9.2. Conditions for termination, nullity of the provisions of the Framework agreement

The User has the right to terminate the Framework agreement at any time with notice period of 30 (thirty) days, free of charge.

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 regulated Framework contractual relations or by any other legal regulations and by submitting written notice to the other party.

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

The User may require provision of the Framework agreement, 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 User – to be declared null and void.

The User and the Bank may terminate the Framework agreement:

- 1) By written consent of contracting parties,
- 2) Unilaterally – by written statement of one of the parties.

The Bank and the User may terminate the contractual relationship by written mutual consent, i.e. by concluding an annex to the existing Framework agreement or by separate agreement or arrangement by which they will unconditionally agree on termination and regulate mutual relations regarding the agreement being terminated, in such manner that no disputes between contracting parties could arise.

The User has the right to unilaterally terminate the Framework agreement in accordance with the law in cases provided in the Framework agreement concluded between the Bank and the User.

The Bank may unilaterally terminate the Framework agreement concluded with the User if one of the following conditions for termination materialises:

- the User provides the Bank with incorrect data, or false statements and documents important for the conclusion of this Framework Agreement and/or assessment of the User's creditworthiness;
- the User fails to meet any obligation undertaken by this Framework Agreement even within 15 (fifteen) 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 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 they 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 their data, data on the origin of their funds or nature/purpose of their business relationship with the Bank and/or the transaction they are 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);
- failure to activate the card within 90 (ninty) days of the day of submission of the Request;
- the User interferes with the work of employees and disturbs the Bank's operating processes by their actions at the Bank's offices;
- the User does not observe their legal and contractual obligations to the Bank.

The Bank shall notify the User on unilateral termination of the Framework agreement, in the manner which ensures receipt confirmation. In its notice, the Bank shall:

1. State type and amount of the Users obligations under the Agreement being terminated, at the date of calculation, with a note that the amount of obligations is increased for the calculated amount until their repayment, as well as that the User may be informed on final calculation in the Bank, by specifying necessary contact data of the competent organizational unit of the Bank;
2. Specify the timeframe for settlement of obligations of the User;
3. Warn the User about Bank's right to activate collaterals submitted to the Bank or established in to the benefit of the Bank, all in accordance with the Framework agreement, if the User fails to settle their obligations within the timeframe provided by previous item 2.

9.3. Termination of debit card use

Termination of debit card use may occur on initiative of the User (termination of use) or by Bank's denial of right of use (prohibition of use).

The user that does not wish to perform debit card operations, shall cancel debit card use and return it to the Bank, in the manner and within the period provided by the Framework agreement with the Bank.

The User may cancel its debit card at any time and free of charge.

If the User does not cancel the use of the debit card no later than 60 (sixty) days before the expiration of the debit card term and uses the debit card in accordance with this Framework agreement, the Bank may automatically renew its membership and issue a new debit card, provided that it meets the conditions foreseen by the Framework agreement and regulations. The debit card's debit card validity is entered on the debit card itself.

In case of termination or prohibition of debit card use, the User shall return debit card to the Bank and settle all liabilities arising from debit card operations, including any additional debit cards, until the day card is returned to the Bank.

The parties agree that the Bank has the right to collect unsettled obligations arising from debit card operations from other account of the User with the Bank.

Settlement of obligations in accordance with Bank's notice referred to in paragraph 9 of point 8.2, does not mean that the Bank waives its right to compensation of possible damages in accordance with law.

After termination of the Agreement, the Bank makes available to the User all remaining funds on the accounts with the Bank and which are related to the terminated agreement (cash, collateral, etc.), provided that the User fully settled their obligations to the Bank.

If the User fails to comply with the GTC for debit cards, i.e. with the Framework agreement or acts against the law, the Bank may terminate the Framework agreement without notice period and prohibit any further use of or block all issued debit cards.

In case of termination of the Framework agreement, the User shall settle all liabilities at the date of request for termination. If the Bank prohibits use of the card, the User shall settle all due liabilities immediately.

The User agrees to settle any possible liabilities accrued during the period of debit card use, which will become due with 30 (thirty) days from the date termination request is submitted, i.e. after termination of the Framework agreement, in case debit card use is prohibited.

The User shall settle all liabilities referred to in the previous paragraph within 3 (three) days from the day special Bank's notice on the matter is received.

In case of termination of use of debit card on any grounds, the User must return debit card at Bank's request.

The Bank notifies sales network (merchants) on prohibition of debit card use. Employee at the point of sale is authorized by this notice to seize the card from the User, if they come in possession of the debit card.

10. INFORMATION ON CONSUMER PROTECTION

10.1. Right to complaint

Consumer has the right to file a written complaint to the Bank within the period of 3 (three) years from the date of violation of their rights or legal interest, if they find 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 under the Framework agreement concluded with the User.

The Bank will not charge any fees to the complainant, or any other costs of handling the complaint.

Complaints should 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

10.2. Right to file a complaint to the NBS

If the Bank fails to provide a response to the 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 they find that the Bank fails to comply with the provisions of the Framework Agreement, the General Terms and Conditions, law and other regulations 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 they receive a response or after expiration of the period for provision of response referred to in paragraph 1 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.

10.3. Out-of-court dispute settlement

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

After the mediation procedure is initiated, the User can 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) or longer than 15 (fifteen) 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 the parties participating in the proceedings.

11. CONFIDENTIALITY AND PROTECTION OF DATA ON PAYMENT SERVICES

11.1. Disposal of data

The User explicitly agrees that the Bank, in accordance with positive legislation, has the right to forward the data from the Framework agreement, User data and data on their 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 agreement manner of its settlement and compliance with provisions of the Framework 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 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.

11.2. Personal data protection

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

By concluding the 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.

12. 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 their data, data on their operations, the origin of their funds or nature/purpose of their 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 their transactions are not executed or because it cannot use the products or services.

13. 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.

14. COMING INTO FORCE

The GTC for debit cards may be applied 2(two) months at the earliest, from the date of their publication, by displaying them in Bank's branches in a visible place, or on the website of the Bank, including the possibility of publishing acts in electronic form on a public screen in Bank branches. Parts of the GTC for debit cards that regulate payments of goods or services in installments by debit card from item 2.3, as well as parts of GTC for debit cards that regulate the submission of information on transactions via Digital Banking from item 6.1., will be applied upon acquisition of technical conditions.

President of the Board of Directors

Ignacio Jose Jaquotot Calvo