

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 hereby adopts the following

**GENERAL OPERATING TERMS AND CONDITIONS OF  
BANCA INTESA AD BEOGRAD  
FOR BUSINESS CREDIT CARDS FOR LEGAL ENTITIES**

## **1. INTRODUCTORY PROVISIONS**

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

These General Operating Terms and Conditions for business credit cards for legal entities (hereinafter referred to as: the General Terms and Conditions) of Banca Intesa AD Belgrade regulate:

- conditions under which the Bank provides service of issuance and use of business credit cards for legal entities,
- 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 Agreement, as well as
- information on protection of payment services consumers.

The General Terms and Conditions also include standard terms and conditions of use of products and services of the Bank, as well as acts regulating the fees and other costs the Bank charges to its clients.

Terms used in the General Terms and Conditions 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 a legal entity signing the agreement on use of business credit card;
- 6) **Individual User** is a person employed by the User which receives business credit card for use in accordance with the Agreement on use of business credit card;

- 7) **Payer** means a natural or legal person that issues a payment order from its 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, a natural or legal person that issues a payment order;
- 8) **Payee** means a natural or legal person designated as the recipient of funds subject to a payment transaction;
- 9) **Business day** means a day, namely part of the day in which the Bank is opened for business and obliged to execute a payment transaction to the User, as its payment services user;
- 10) **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;
- 11) **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;
- 12) **Unique identifier** means a combination of letters, numbers and/or symbols specified to the User by the Bank to be used in a payment transaction to unambiguously identify the respective User and /or its payment account;
- 13) **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;
- 14) **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;
- 15) **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;
- 16) **Third country** - by the day of the Republic of Serbia's accession to the European Union, the third country means any foreign country, and after that date – the county which is not a member state
- 17) **Bank** means Banca Intesa AD Beograd, seated in Belgrade-New Belgrade, 7b Milentija Popovića str, company registration number:07759231, TIN:100001159, which possesses working license issued by the National Bank of Serbia, in accordance with the law regulating banks;
- 18) **Slip** means a certificate of transaction executed by business credit card;
- 19) **Business credit card** means payment instrument issued by Banca Intesa AD Beograd at the request of the User, and based on the agreement with a card company which owns the business credit card brand;
- 20) **Point of sale** means a point of sale of a Merchant which is required to accept business credit cards as a mean of cashless payment for purchase of goods and provision of services;
- 21) **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;
- 22) **Authorization** means approval process for transactions made by business credit cards at the request of the Merchant;
- 23) **Self-service device** – electronic device used for execution of payment transaction, payment of goods and/or services and cash payments, on which transactions are made by business credit card and identification of the User, in the manner depending on the self-service device features.

24) **POS (Point of Sale) terminal** – electronic device used to accept business credit cards at sales or cash out points;

25) **ATM** – an electronic device used for execution of payment transactions of withdrawal or payment of cash, checking the User's account balance and other services the Bank provides or would provide in the future through the device.

26) **Cash out location** – means a location at which a business entity is authorized to accept business credit card to disburse cash through POSterminal.

27) **Framework agreement on credit card operations** (hereinafter: Framework Agreement) means the following set of documents:

- request for issuance of credit card
- excerpt from Bank's Tariff of Fees
- General Operating Terms and Conditions
- Agreement on business credit card operations (hereinafter: Agreement)

**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 credit cards as a virtual card;

**29) Virtual card** means digital representation of a credit 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 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 credit cards issued by the Bank.

The pre-contractual phase does not apply to the User – legal entity. In accordance with the regulations, the application of obligations in the pre-contractual phase to the User - legal entity is excluded.

## 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 and General Operating Terms and Conditions

If there is a mismatch between the concluded Agreement and General Operating Terms and Conditions, in the relations between the Bank and the User, provisions of the concluded Contract shall take prevalence, followed by the provisions of these General Operating Terms and Conditions.

## **BUSINESS CREDIT CARDS**

### **2.1. Conditions under which the Bank issues business credit cards and types of business credit cards**

The Bank issues business credit cards to the Users under conditions provided by the General Operating Terms and Conditions.

Issued business credit cards are the property of the Bank. The Bank may issue business cards from its offer to the User.

### **2.2. Rights and obligations of the Bank and the User**

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

Business credit card cannot be assigned and may be used only by the User. All business credit cards may be used at all points of sale, cash out locations and internet points of sales (in accordance with payment card association rules) and ATMs, both domestically and abroad, except otherwise provided by the General Terms and Conditions and the Framework Agreement between the Bank and the User.

In order to ensure safe operations, the User shall keep the business credit card and the personal identification number (PIN) safe and handle them responsibly. The User is bound to undertake all reasonable measures of PIN protection, aimed at preventing the misuse of the business credit card, i.e. neither to write down the PIN on the card or the document kept with the business credit card, nor to use the assistance of others when entering the PIN, as well as to undertake all other relevant measures, in order to prevent the misuse of the business credit card.

The User bears all legal liability for unauthorized use of business credit card issued in his/hers name.

The Bank shall ensure that the User is the only person with access to PIN until presentation of the business credit card. The Bank assumes risk related to delivery of the business credit card and PIN to the User.

The User is entitled to cancel the business credit card free of charge.

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.\

The Business credit card can be used at all points of sale, cash-out points and ATMs in the country and abroad, bearing the card association sign, as well as in case of remote, retail trade, which is enabled by the use of this Business credit card. In case of on-line purchase, the User is advised to first report the business credit card with the 3D Secure system, if possible, or apply other protection mechanisms offered by the Bank.

For the transactions executed at the point of sale, ATM or cash-out point, a payment slip is issued, confirming the transaction. The User is to keep a copy thereof, for his/her record. In case of remote trade (via Internet, as well as in case of catalogue or phone sale and similar), the physical presence of the business credit card is not possible, in such a situation the payment slip will be sent to the User by e-mail or fax.

The Business credit card cannot be used illegally, including the procurement of goods and service prohibited by law. Each use of the business credit card, contrary to the law, as well as the payment of goods and/or services prohibited by law, is punishable ( the use of the card as collateral for debt settlement is not allowed, as well as the use of the credit card of the purchase of pornographic contents, prostitution, drug and narcotics trafficking, as well as other illegal activities) and will result in termination of the rights of use, seizure of the business credit card and entails the liability of the User for all possible losses incurred.

### **2.3. Complaints**

The Bank is responsible for resolving the customer complaints related to the business credit 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 General Terms and Conditions.

Final deadline for submission of complaints is 13 (thirteen) months from the transaction date and/or from the date Report on Changes in the Account is received.

The Bank shall not be liable for the quality of goods/services the User paid for by business credit 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:

- by presenting business credit card to employee at point of sale for payment of goods and/or services and by signing payment slip;
- by presenting business credit 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;
- by entering PIN at POS terminal and ATM;
- by entering data from business credit card, including safety elements required at Internet point of sale,
- by using business credit card in accordance with features of self-service device,

- Handling a business credit card at the point of sale/cash-out point which does not require the entry of the PIN nor the signature on the payment slip, up to a certain amount of the transaction, in line with the rules of the card association.
- by using a Digital Wallet, i.e. a Virtual Card in the manner defined in point 7.1. of GTC for credit cards.

Business credit card user cannot cancel execution of payment transaction performed by business 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**

#### **3.2.1. Service of notices by the Bank to the User**

The Bank serves notices, reports and other written documents to the user who established or intends to establish business relationship with the Bank at the address of its registered offices, registered mailing address, 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, as well as confidentiality and secrecy and protection of Client's personal data.

The Bank performs the abovementioned service of notices in accordance with the order and consent of the User and according to the latest data submitted, i.e. in line with the data from the relevant registry maintained by the Business Registers Agency.

Order of consent from the previous Paragraph hereof shall be given by the User 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.

The User is bound, within 3 (three) days, to inform the Bank on the change of data, such as address, phone numbers, fax and fax numbers, email address and other data for communication, the user provided to the Bank for the purpose of delivery, as well as on data which are or could be of relevance for regular delivery.

If the user fails to act in the manner prescribed in the previous paragraphs, serving of notices conducted by the bank in accordance with available data shall be considered regular, and any obligations of the Bank to the User arising from or in connections with serving of notices shall be considered performed:

- 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 User for service of notices.

If the serving of a document on the User at the address for receiving mail, i.e. at the address of the User's seat if the User does not have a registered address for receiving mail, via registered mail, in terms of an act governing postal services, was unsuccessful, it shall be considered that the serving of such mail was duly performed upon the expiration of a term of 8 (eight) days of the day of the second mailing of that mail, on condition that at least 15 (fifteen) days have lapsed between those two mailings. Pursuant to regulations, the General Terms and Conditions and nature and contents of acts being served the Bank decides on the type of service for each individual case: 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 User through third party, with which it concluded the agreement on performance of delivery, with agreed obligation of third party in terms of protection and confidentiality of User's personal data.

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

### **3.2.2. Service of Notices by the Client to the Bank**

The User serves notices to the address of Bank's registered office or its organizational units, in accordance with the General Terms and conditions, advertisements published and advertising material, Bank's website and other instructions provided by the Bank to the User in writing.

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

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

The User will be bound to inform the Bank, in the manner referred to in the previous paragraph, of any status or other change registered with other authorities and organisations (except for the Business Registers Agency) as well as to undertake all legal actions required for the compliance of data in relation to its payment accounts, with this change – within 3 (three) days from the date of reception of the decree on entry of the subject change.

### **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 30 (thirty) 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 its payment services provider – payment order shall be considered received at such date, except if such day is not business day of the Bank, 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 business credit cards issued under the Agreement.

The User undertakes to:

- regularly and timely settle all liabilities arising from use of business credit cards issued under the Agreement, and to pay fees, commissions and other charges within agreed timeframe;
- submit financial statements, at the request of the Bank, which are prepared in the manner and at the time provided by legal regulations, and, if necessary, any other documents within period provided by legal regulations and deadlines defined by the Bank;
- allow the Bank to inspect economical and financial operations, business books, records and other documents;
- immediately notify the Bank, in writing, in case funds on account with any bank have been blocked for the period longer than 15 (fifteen) calendar days;
- inevitably and without delay notify the Bank, in writing, on any circumstances which could prevent the User from fulfilling its obligations under the Framework Agreement.

The User shall appoint a person, authorized for contact with the Bank in its Request, and under the authorization of User's authorized representative, which will be submitted along with the Request and which will explicitly list the actions the User's authorized representative is allowed to take.

Person authorized for contact with the Bank referred to in the previous paragraph of this point is responsible for signing all documents related to business credit card transactions, in accordance with its authorization, except in cases the Bank requires certain documents to be signed by the User's authorized representative or if so provided by relevant legal regulations.

The User shall timely notify the Bank on any status change (merger and spin-off), change of legal form or incorporation of other company from its assets, as well as change of ownership structure, business name, registered offices, authorized representative, change of persons authorized to dispose with payment account funds, change of seal or any other change significant for payment operations, as well as to, in case such circumstances occur, submit to the Bank additional collateral required by the Bank in order to secure its receivables under the Agreement. These obligations of the User also exist if laws/by-laws introduce new instruments for securing claims collection.

If the User, during the term of Framework Agreement until final settlement of liabilities arising from this Framework Agreement, suffers status or form change, newly formed entity, as successor of the User, has unlimited joint liability for liabilities of the User under the Framework Agreement and has all rights provided to the User under the Framework Agreement.



The User agrees to, in case new legal entity is formed from its assets during the term of the Framework Agreement, be jointly liable for obligations of the User under the Framework Agreement, within the meaning of assumption of debt from Article 452 of the Law on Contracts and Torts.

If the User fails to comply with compulsory provision from this Article, all obligations of the User under the Framework Agreement shall be declared due and payable.

#### **4. INFORMATION AND DATA ON CURRENCY EXCHANGE RATE**

##### **4.1. Currency exchange rate**

The Bank will receive in Euros (EUR) all liabilities arising from the use of the credit card, abroad.

Exceptionally, in line with the rules of the card associations, the Bank will receive in Euros (EUR) the transactions made by the credit card, within the country, with certain merchants (e.g. airlines).

The conversion of the original currency transaction into Euros (EUR) will be carried out by the card association, at its own exchange rate valid at the moment of transaction processing.

#### **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](http://www.bancaintesa.rs). The address for communication of the User with the Bank is [kontakt@bancaintesa.rs](mailto: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 the Framework Agreement, copy of the Framework 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 SAFETY OR 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 its business credit 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 the Bank's branch office, on lost or stolen business credit card as soon as possible. If informing the Bank by phone, such notification must be confirmed in written form, by filling in an appropriate form, in the nearest business unit of the Bank within 3 (three) days from the date the Bank has initially been notified.

The User shall without undue delay notify the Bank on lost, i.e. stolen business credit 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 business credit card is received. In case the User finds business credit 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 business credit card, i.e. business credit 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) its obligations arising from conditions of issuance and use of business credit card,
- 2) obligation to adequately keep its personal identification number safe.

The User does not bear losses arising from transactions executed after the loss, theft or unauthorized use of business credit card, i.e. business credit 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 provide the User, by SMS message sent to the mobile phone number the User provided to the Bank, with the information on any transaction executed abroad, whereas for the transactions executed in the country, the information will be provided only at the request of the User. The Bank shall, either by phone or e-mail, which the User provided the Bank with, inform the User of each and every transaction which can be deemed risky. The User shall, immediately after receiving a message on spending they do not recognize as their own, notify the Bank by contacting Bank's Contact Centre or the Bank's branch office, and block their credit card.

### **6.2. Replacement of business credit card**

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

If business credit card is damaged or the User changes its personal data, the User is entitled to replacement of business credit card.

### **6.3. Right of the Bank to block business credit cards**

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

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

The Bank shall re-enable use of business credit 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**

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 business credit card in compliance with regulations, i.e. agreed terms and conditions on issuance and use of such card;
- Obligation to immediately 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 business credit 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 business credit 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 business credit 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 (thirteen) months from the debit date.

#### **6.6. Liability of the Bank for non-executed 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 it has 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 its request, 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:

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

The Bank may required the User to provide evidence about facts relating to fulfilment of conditions under paragraph 1 of this point, and the User may not refer to the condition under paragraph 1, item2 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 it on the reasons for rejecting the Refund request within 10 (ten) business days from the receipt of the request.

Should the Bank refund the User, but within the claim procedure administered in line with the rules of the card association, determine that the claim is unfounded, the Bank will, without any special consent of the User, debit the User's business credit card for the amount of the unfounded refund.

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
- 2) proceeding 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 business credit 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 business credit card in Digital Wallet creates a Virtual Card which is subject to all conditions that are applied to the business credit 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, 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 User's business credit 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.

### **7.2. Expiry or restriction of the right of use of Virtual Card, replacement and/or renewal of business credit card**

If the Framework Agreement under which the Bank issued a business credit card, which is digitally represented by a Virtual Card, is terminated for any reason, if the User stops using the business credit card or the Bank denies User the right to use the business credit card, the right to use Virtual Card will 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 business credit card, apply to a Virtual Card, as well. Business credit card being blocked causes the Virtual Card to be blocked, as well, while Virtual Card being blocked does not have to cause the business credit 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 business credit 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 business credit card renewal, it is not necessary to reactivate the Virtual Card through Digital Wallet. In case business credit 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 business credit card that has been registered in the Digital Wallet by a new business credit 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 business credit 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 business credit 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 business credit card and Virtual Card.

### **7.3. Security**

By registering a business credit 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.

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 business credit 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 credit card in Digital Wallet through mobile banking application, the Individual User authorizes the Bank to provide the Service Provider with his identification data and the data of credit 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 and as such he is responsible for lawful processing of 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 Individual User and User. 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 Individual User and vice versa or for archiving and storage of data on Mobile Device of Individual User/ User..

## **8. CONDITIONS FOR THE AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT**

### **8.1. 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.

Following the receipt of the proposal referred to in the previous paragraph of this point, the User may agree that the proposed amendments shall generate legal effect prior to the proposed date of their 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 it did not provide notice to the Bank that it does 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 its right to terminate the Framework Agreement before the date of application of the proposed amendments, without paying any charges and other fees in case it does not accept the proposal.

The Bank shall provide the User with the proposal referred to in paragraph 1 of this point in writing.

Change of interest rate and currency exchange rate shall be applied immediately and without prior notice to the User, if they are based on changes of agreed reference interest rate or reference exchange rate.

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

The Bank shall provide written notice to the Payment Services User on changes of interest rate from paragraph 6 and 7 of this point, without undue delay as a hard copy or on other durable medium, except if the Framework Agreement provides for different periods and manner of submitting notices.

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

## **8.2. Conditions of unilateral termination, nullity of provisions of the Framework Agreement**

The Bank also has the right to terminate the Framework Agreement in other cases provided by the Framework Agreement, by law regulating contractual relations or any other law on which it has to inform the User by submitting written notification.

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

- if 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;
- if the User fails to meet any obligation undertaken by this Framework Agreement even within 15 (fifteen) days of receiving a warning from the Bank;
- if 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;
- if the User is more than 60 (sixty) 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 User's ability to orderly meet its contractual obligations, or if its creditworthiness deteriorates, including the deterioration of the User's risk category according to the NBS regulation governing the classification of bank assets;
- if the User fails to notify the Bank within 3 (three) 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 circumstances arise as set out by regulations and procedures on the prevention of money laundering and terrorism financing and action is taken in accordance with international sanctions to certain countries, based on which the Bank has the right or obligation to terminate its business relationship with the User, including, among other things:
  - ❖ it is established that the User is included on official terrorist and other negative lists, in accordance with domestic and international regulations on the prevention of money laundering and terrorism financing;



- ❖ the User, at the request of the Bank, fails, within the provided or reasonable deadline, to submit its data, data on its real owners, its operations, the origin of its funds or nature/purpose of its business relationship with the Bank and/or the transaction it is carrying out through the Bank;
- if the contractual relationship considerably increases the reputational risk in the Bank's operations;
- if the User interferes with the work of employees and disturbs the Bank's operating processes by its actions at the Bank's offices;
- if the User does not observe its legal obligations to the Bank.

The User has the right to terminate the Framework Agreement at any time while complying with the notice period of 30 (thirty) days.

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

In case of termination of the Framework Agreement, the User shall pay all liabilities arising from 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 Bank may not charge any fees to the User related to termination of the Framework Agreement.

The User may require provision of the Framework Agreement, contrary to the information provided in the pre-contractual phase in accordance with the Law on Payment services, 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.

### **8.3. Termination of business credit card use**

Termination of business credit 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 use which does not to perform business credit card operations, shall cancel business credit card use and return it to the Bank, in the manner and within the period provided by the Framework Agreement with the Bank.

If the User fails to cancel card use within 60 (sixty) days from the date of business credit card expiry, and continues to use business credit card in accordance with the General Terms and Conditions, the Bank may automatically renew its membership and issue new business credit card, provided that it fulfils conditions provided by the Framework Agreement and regulation. Period of validity of business credit card is specified on the business credit card itself.

If the User fails to comply with the General Terms and Conditions, i.e. with the 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 business credit cards.

In case of termination of the Framework Agreement, the User shall settle all its liabilities on the day request for termination is submitted. If the Bank prohibits the use, due liabilities must be settled immediately.

The User agrees to settle any possible liabilities accrued during the period of business credit 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 business credit 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 business credit card on any grounds, the User must return business credit card at Bank's request.

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

The Bank has the right to collect all outstanding liabilities arising from business credit card operations from all other accounts the User has in the Bank.

## **9. INFORMATION ON CONSUMER PROTECTION**

### **9.1 Complaints related to Bank's operations**

The User may file a complaint related to Bank's operations in writing within 3 years from the day when the violation of his right or legal interest was committed – 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 User, 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 User (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 can be extended for additional 15 (fifteen) days on which the Bank shall notify the User 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 User, and related to the subject of complaint and assess if such complaint is grounded.

If the Bank assesses that the complaint is grounded, it shall notify the User 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 to be taken in order to eliminate such reasons

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

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

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

If the User 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, and submit a complaint file to the Bank, the response (if the Bank provided it) and documents which may be used to assess 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 User – legal entity.

The Bank shall comment on the facts 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 NBS 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 User 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 User 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 – the National Bank of Serbia shall suspend any actions on complaints, i.e. suspend its activities, if mediation procedure has been concluded by agreement.

Mediation procedure is held 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.

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

### **10.1. Disposal of data**

The User explicitly agrees that the Bank, in accordance legal regulations, has the right to forward the data from the Framework Agreement, User 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 and the 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 and provisions of the Framework Agreement, destroy or erase confidential information in such way they cannot be recovered and submit written confirmation on the matter.

### **10.2. 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.

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

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

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

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

## **12. 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.

## **13. COMING INTO FORCE**

The General Terms and Conditions may be applied 15 (fifteen) days , at the earliest, from the date of their publication, by displaying them at visible location in Bank's branches, i.e. on the website of the Bank, including the possibility of displaying acts in electronic form on public screens at Bank's branches.

President of the Board of Directors

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Ignacio Jose Jaquotot Calvo