

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 Managing Board of Banca Intesa AD Beograd hereby adopts the following

**GENERAL OPERATING TERMS AND CONDITIONS OF  
BANCA INTESA AD BEOGRAD  
FOR PROVISION OF POS SERVICES TO LEGAL ENTITIES AND ENTREPRENEURS**

## 1. INTRODUCTORY PROVISIONS

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

These General Operating Terms and Conditions of Banca Intesa AD Beograd for provisions of POS services to legal entities and entrepreneurs (hereinafter referred to as: the GTC for POS services), regulate mutual rights, obligations and liabilities of the Bank and the Merchant in terms of acceptance of cashless means of payment by payment cards at POS terminals of Merchants.

Standard terms and conditions for particular products and services of the Bank, as well as acts regulating fees and other costs the Bank charges to Merchants are considered the GTC for POS service.

Terms used in the GTC for POS services:

- **Bank** means **BANCA INTESA AKCIONARSKO DRUŠTVO BEOGRAD** (NOVI BEOGRAD), 7b Milentija Popovića str, 11070 Belgrade, Serbia (hereinafter referred to as: the Bank), BIC/SWIFT: DBDBRSBG, company registration number: 07759231, TIN: 100001159, E-mail: kontakt@bancaintesa.rs;
- **POS service** means a service which allows sale of products/services of the Merchant by accepting Buyer's payment cards at POS terminals of the Merchant;
- **Framework Agreement on provision of POS services** (hereinafter referred to as: the Framework Agreement), consists of:
  - a) General operating terms and conditions of Banca Intesa AD for provision of POS services to legal entities and entrepreneurs (hereinafter referred to as: the GTC for POS services),
  - b) General operating terms and conditions of Banca Intesa AD Beograd for payment accounts and payment services for legal entities and entrepreneurs (hereinafter referred to as: the GTC for payment accounts and payment services),
  - c) General operating terms and conditions of Banca Intesa AD Beograd for Business debit cards for legal entities and entrepreneurs (hereinafter referred to as: the GTC for Business debit cards)
  - d) General operating terms and conditions of Banca Intesa AD Beograd for debit cards for individuals (hereinafter referred to as: the GTC for debit cards for individuals)
  - e) General operating terms and conditions of Banca Intesa AD for business credit cards for legal entities (hereinafter referred to as: the GTC for business credit cards for legal entities)
  - f) General operating terms and conditions of Banca Intesa AD Beograd for business credit cards for entrepreneurs (hereinafter referred to as: the GTC for business credit cards for entrepreneurs)
  - g) General operating terms and conditions of Banca Intesa AD Beograd for credit cards for individuals (hereinafter referred to as: the GTC for credit cards for individuals)
  - h) Agreement on acceptance of payment cards (hereinafter referred to as: the Agreement)
  - i) Request for acceptance of payment cards (hereinafter referred to as: the Request)
  - j) List of all points of sale (hereinafter referred to as: the List)
  - k) Table – equipment value
  - l) Excerpt from the Tariff of Fess for services of Banca Intesa AD Beograd (hereinafter referred to as: the Tariff),
  - m) Operating instructions for point of sale (hereinafter referred to as: the Instruction)
- **Payment card** is a mean of payment issued by the Bank at the request of the User based on the Agreement with payment card association which is the owner of payment card brand;
- **Buyer** means user of a payment card, which is accepted at POS terminal;
- **Merchant** means a legal entity or entrepreneur which has established or is interested in establishing cooperation with the Bank regarding acceptance of payment cards at POS terminal;

- **POS payment transactions** means a payment transaction created by used of payment card by the User through POS terminal or imprinter;
- **POS (Point of Sale) terminal** is a electronic device or a Android application on the device (Soft POS) used by the Merchant to accept Buyer's payment carts at Merchant's point of sale;
- **Point of sale** means a point of sale of the Merchant which accepts Buyers' payment cards as a mean of cashless payment for sale of goods and provisions of services (hereinafter referred as: PM)
- **Authorization** means a process of authorizing payment transactions performed by Buyer's payment card at the request of the Merchant;
- **Slip (paper od electronic confirmation of payment)** means a receipt for executed transaction which payment card user receives when paying by payment card at point of sale;
- **Summary report** means a report which presents a summary of all payment transactions performed by payment cards for any day during which payment transactions have been performed at point of sale;
- **Complaint** means a written objection to payment transaction executed by payment card at Merchant's point of sale, which is submitted by the Buyer or financial organization, domestically or abroad. Complaint, within the meaning of the GTC for POS services, does not include complaint of the Byer to material and legal deficiencies of goods/services purchased at Merchant's PM;
- **Service activation** means set of the Bank's activities which allow acceptance of Buyer's payment cards at Merchant's PM;
- **Payment instrument** means and personalized device and/or a set of procedure agreed between the payment service user and the Bank, and used by the payment service user to initiate, sign and authorized payment order for debiting the payment account;
- **Agreement on acceptance of payment cards** means a documents by which the Merchant and the Bank agree on terms for acceptance of Buyers' payment cards through POS terminal;
- **List of points of sale** means a document which defines basic data on Merchant and Merchant's points of sale which accept Buyers' payment cards;
- **Request for acceptance of payment cards** means a document which defines commercial terms of cooperation between the Merchant and the Bank;
- **Request for placement of POS terminal** means a document referring to additional points of sale the Merchant opens after conclusion of the Framework Agreement and it includes basic information required for timely preparation and installation of POS terminal;
- **Table – equipment value** means a document which defines the value of installed equipment in case the Bank provides the equipment;
- **Operating instructions for point of sale** means a document which defines obligations of the Merchant and rules for work of PM.

The Merchant is entitled to one copy of the Framework Agreement in writing or on any other durable medium, as well as to receive, at the request and during the term of the Agreement, a copy of the Framework Agreement, i.e. information served in pre-contractual phase, within the Draft Agreement, and in the manner which allows the Merchant to familiarize itself with conditions of POS service, as well as to compare different POS service offers and asses if these conditions and services suit its needs

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

## 1.2. Competence for adoption

The GTC for POS services of the Bank and its amendments are adopted by the Managing Board of the Bank.

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

## 1.3. Relations between the Agreement, GTC for payment accounts and payment services, the GTC for POS services, the GTC for debit cards for individuals, the GTC for credit cards for individuals, the GTC for business credit cards for entrepreneurs, the GTC for Business debit cards and the GTC for business credit cards for legal entities

GTC for POS services are considered specific general terms and conditions in comparison with the GTC for payment accounts and payment services, the GTC for debit cards for individuals, the GTC for credit cards for individuals, the GTC for business credit cards for entrepreneurs, the GTC for Business debit cards and the GTC for business credit cards for legal entities, and shall be implemented simultaneously with the GTC for payment accounts and payment services, the GTC for debit cards for individuals, the GTC for credit cards for individuals, the GTC for business debit cards for entrepreneurs, the GTC for Business debit cards and the GTC for business credit cards for legal entities.

In case of any discrepancy between provisions of the Agreement, the GTC for POS services, GTC for payment accounts and payment services, the GTC for debit cards for individuals, the GTC for credit cards for individuals, the GTC for business debit cards for entrepreneurs, the GTC for Business debit cards and the GTC for business credit cards for legal entities, provisions of the Agreement and the GTC for POS services shall prevail.

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

## **2. CONDITIONS OF POS SERVICE USE**

### **2.1. Type and description of main characteristics of POS services**

Information of POS services offered by the Bank are available in the business network of the Bank.

In terms of the Agreed POS service the Bank shall enable the Merchant to use services in the scope and manner specified in the Instruction.

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

Agreed POS services are available to the Merchant after conclusion of the Agreement, in the scope and manner specified in the List and the Instruction and as provided by the Agreement and the GTC for POS services.

Potential of future cooperation between the Merchant and the Bank regarding acceptance of payment card is assessed base on achieved/projected revenue, projected income, projected expenses, achieved/projected operating margin in the Bank, number and location of points of sale, type of activity, average value and number of transactions etc.

Depending on the type of activity of the Merchant, assessed revenue achieved on the POS terminal of the Bank, as well as assessed risk arising from the process of payment card acceptance and technical requirements for work of POS terminal at the point of, the Bank may offer the following services to the Merchant:

- Sale
- Cancellation of the last transaction
- Instalment selling by credit and debit cards of the Bank for individuals
- Preauthorization and realization of preauthorization
- Payments without card being physically present
- Refund
- Connection of POS terminal with fiscal cash register

Commercial terms of cooperation are specified in the Request for acceptance of payment cards.

Contractual documents are signed after the Merchant agrees to conditions of cooperation and after receiving necessary consent from the Bank for establishment of cooperation. Contractual documentation includes the following documents:

- Agreement on acceptance of payment cards (compulsory document);
- Request for acceptance of payment cards (compulsory documents);

- List of points of sale (compulsory documents);
- Table – equipment value (compulsory document in case the Bank provides the equipment);
- Bills of exchange – if bills of exchange are used as security instruments when concluding an agreement on payment without card being physically present or instalment selling with factoring option;
- Bill of exchange authorization – if bills of exchange are used as security instrument;
- Request for registration/discharge of bills of exchange – if bills of exchange are used as a security instrument.

The Merchant shall ensure minimum technical requirements for use of POS services on its own and at its own costs.

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

The Bank provides consulting services to the Merchant during implementation process.

## **2.2. Obligations of the Merchant**

The Merchant undertakes to:

- Sell goods and services at its PMs by accepting Buyers' payment cards, all in accordance with conditions and rules provided by the Agreement, the GTC for POS service, legal regulations and in accordance with rules of payment by payment cards provided by payment card associations;
- Sell goods and provide services at the PM by accepting payment cards at POS terminals, in accordance with conditions and rules provided by the Agreement, the GTC for POS services and Operating instructions for point of sale;
- Not pay cash to Buyers based on use of payment cards and exclusively sell goods, i.e. provide services at its PMs;
- Sell goods/provide services at its PMs at price which is equal to the prices used for cash or any other type/method of payment and not to sell goods/services at higher prices under any conditions;
- To issue a slip to the Buyer for every payment card purchase. The Buyer is obliged to sign such slip, except if "Signature not required" is written on the slip or if the slip is delivered in electronic format.
- Operate in compliance with requirements of PCI DS S– Payment Card Industry Data Security Standards (detailed information is available at the website [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org))
- After authorization of payment transaction, not store data related to the payment card (magnetic strip records, chip records, full card number, validity period, PIN and CVV2/CVC) in paper or electronic form, and not use system device or equipment such as card readers to collect, copy and archive data from payment cards in its internet systems, databases and archives. Maximum permitted activity, with prior written consent of the Bank, includes storing and archiving of first 6 and last 4 figures of card number, which the Merchant shall keep in protected environment and in the manner prescribed in the approval received from the Bank;
- Submit appropriate reports and completed questionnaires, at the request of the Bank, and to conduct requested certification at competent legal entities, if required by a payment card association, and in accordance with its merchant classification. A Merchant assumes full criminal and material liability for submitted documents.
- In the case the Bank suffers damages arising from failure to comply with provisions of the Agreement and the GTC for POS services, fully indemnify the Bank, and all costs the Merchant could bear due to failure to comply with PCI DSS standards shall be borne by the Merchant.
- If the Merchant is the owner of POS terminal, bear costs of, in accordance with the Tariff, upgrade or modification of software, and upgrade and replacement of POS terminal, and which is the result of harmonization of operations with card association rules;
- If the equipment is received from the Bank, to confirm acceptance of equipment and the Instruction in writing, to ensure, with due diligence, that POS terminal with associated equipment received from the Bank is used in appropriate way and that it is in working order, and to return

POS terminal and associated equipment to the Bank in good condition if installed POS terminals are no longer used;

- ensure appropriate technical requirements necessary for work of POS terminal (electronic device) with associated equipment, except that the Merchant have the right to give POS terminal and associated equipment to third party for use, without written consent of the Bank;
- ensure that installed POS terminals and associated equipment are used in accordance with the Instruction;
- in case PM is temporarily or permanently closed, return installed equipment (received from the Bank) within 3 (three) days from the date PM is closed;.
- Allow access to devices only to employees of the Bank or any other person authorized by the Bank (in case of suspicion, the Merchant has to contact the Bank's call centre and ask for further instructions);
- Promptly notify the Bank on changes related to phone, phone line interference, malfunction or damages of POS terminal;
- Under any circumstance, not to examine technical characteristics of POS terminal and/or work of POS terminal;
- Bear costs related to the use of POS terminal, telephone lines and consumed electricity;
- Bear costs arising from failure to comply with provisions of the Instructions and unprofessional use performed by Merchant's employees or unauthorized persons, or other external influences which are not related to the Bank;
- In case of any disagreement with calculated turnover, submit all relevant data at the request of the Bank;
- keep record on reports received from the Bank on changes on the payment account, to review them and notify the Bank on any discrepancy or denial of obligations, i.e. claims within a month from the payment transaction date within one month from the date of payment transactions;
- immediately notify the Bank on any irregularities and unusual behaviour related to the use of POS service;
- make refunds to the Buyer for provided goods or services exclusively in accordance with the Instruction, which means that refunds shall not be made in any other manner. If the Merchants acts in any other way, the Bank shall not be liable for such acts of the Merchant;
- keep all business, financial and other data about the Bank, and Buyers, obtained during performance of obligations under the Agreement and the GTC for POS services, confidential, and in case it fails to do so, indemnify the Bank for damages suffered.
- In accordance with the Instruction, at the end of working hours of PM transfer summary report for POS terminal in order to receive payment within the period and under conditions of the Tariff and Request for acceptance of payment cards;
- To keep slips from POS terminal, as confirmation of sale at the point of sale, for 3 (three) yeas from the date of payment transaction;
- To place advertising material received from the Bank at visible location at the PM, in order to emphasize the PM accepts payment cards and/or instalment selling if this option is defined by the Request for acceptance of payment cards;
- Not use Bank's log for its promotional activities without prior written consent of the Bank (which also includes consent of the Bank by email to email address provided by Merchant to the Bank);
- Not charge for goods or services which it did not sell/provide to the Buyer (e.g. if a card has been swiped through POS terminal multiple times causing the goods/services to be charge multiple times);
- Not to perform preauthorization or realization of preauthorization in the manner which is not in accordance with the Instructions;
- Perform checks of security elements of payment cards in accordance with the Instructions;
- In case it is the owner of POS terminal and after written notice of the Bank, discontinue use of POS terminal which is not in accordance with rules of card association system.
- to notify the Bank within three days of a change in status (merger, division, annexation and separation), change of form or establishment of another legal entity from its property, and change of ownership structure, business name, headquarters, person authorized for representation, change of person authorized to dispose of funds from payment accounts, change the seal or any other change of importance for legal transactions.

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

If the Bank provides POS terminal with associated equipment for use by the Merchant, the Bank undertakes to:

- a) Supply PM of Merchant with POS terminals with associated equipment necessary for work with payment cards;
- b) Supply PM of Merchant with Instruction, paper rolls for printing the slips, stickers, advertising and other promotional material;
- c) Organize and conduct training of Merchant's employees, in accordance with the Instruction;
- d) Maintain POS terminals and associated equipment in good technical condition.

The Bank undertakes to:

- Calculate turnover of the Merchant on the business day following the day on which summary report, i.e. summary slip, has been submitted by the Merchant;
- To pay the Merchant the amount specified in the summary report, i.e. summary slip, reduced for fees provided by the Tariff, and within periods and under conditions defined in the Tariff and the Request for acceptance of payment cards. If it is suspected that payment transaction is performed contrary to legal regulations governing trade of goods and services and financial operation, i.e. contrary to the rules prescribed by payment card association, as well as provisions of the Agreement, the GTC for POS services and the Instructions or in case of complaint, the Bank reserves the right to extend the period provided by the Tariff for elimination of observed irregularities.

The Bank has the right to reduce the amount from summary report on turnover, i.e. summary slip, and pay such amount to the Merchant in the following cases and reduced for:

- The amount of payment transactions subject to complaint, if compliant procedure of payment card association system showed that they are the result of Merchant's mistake,
- The amount of payment transactions made on the POS terminal for which the Merchant request refund in writing,
- For the value of installed POS terminals with associated equipment if it is given to the Merchant for use by the Bank, and the Merchant fails to return them when PM is closed, in case of theft, loss or damages of POS terminal resulting from unprofessional use and failure to comply with the Instruction.

If the Bank approves instalment selling of goods/services to the Merchant, the Bank shall pay the Merchant in several equal instalment which become due in time intervals of 30 (thirty) days. First instalment shall be paid within 5 (five) days, at the latest, from the date of Merchant's turnover calculation, while other instalment shall be paid every 30 (thirty) days, starting from the date of first instalment. In case payment to the Merchant becomes due on non-business day, the Bank will make payment on the previous business day (Model 1)

If so requested by the Merchant within the Request for acceptance of payment cards, the Bank may approve payment model for sale of goods/services in instalments by which the Bank shall pay first instalment, reduced for the amount of fees provided by the Tariff, to the Merchant within 5 (five) days from the date of turnover calculation. In that case, within 5 (five) days from the date of first instalment the Bank shall pay to the Merchant the full amount of instalments for goods sold in that manner, reduced for the amount of discount rate defined in the Request for acceptance of payment cards, calculated for the period of use, i.e. period from the date of payment of undue instalment until due date of each individual instalment. (Model 2).

If so requested by the Merchant in the Request for acceptance of payment cards, the Bank may approve model of sale of goods/services in instalment by which the Bank shall pay to the Merchant the amount specified in summary report, i.e. summary slip within 5 (five) days from the date of turnover calculation. (Model 3)

The Bank may increase or reduce number of instalment at request of the Merchant.

The Merchant agrees that, in case there are any outstanding debts to the Bank, the Bank has the right to keep entire or part of turnover to settle due liabilities from other underlying relations.

The Bank may, at its discretion, advertise points of sale of the Merchant and functionalities defined in the Request for acceptance of payment cards at such point of sale (e.g. instalment selling).

In case of violation of the Framework Agreement, the Bank shall immediately provide written notice to the Merchant on violation and measures to be taken, and may:

- a) change the deadline and conditions of payment referred to in paragraph 2 of this point of the GTC;
- b) request refund from the Merchant, if payment under relevant payment transactions has already been made to the Merchant;
- c) withhold payment to the Merchant for executed payment transaction;
- d) Suspend any future payment;
- e) Reduce the amount from summary report on turnover for particular day;
- h) temporarily block POS terminal;

## **2.4. Complaints**

A complaint, within the meaning of the GTC for POS service, means:

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

In case of Buyer's complaint, the Merchant is obliged to, at the request of the Bank, submit all requested data.

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

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

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

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

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

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

## **2.5. Execution of payment transactions by POS service**

Provisions related to use of unique identifier, giving the consent for execution of payment order, time of reception of payment order and deadline for execution of payment order are provided by the GTC for payment accounts and payment services, the GTC for credit cards for individuals, the GTC for debit cards for individuals, the GTC for business credit cards for entrepreneurs, the GTC for business credit cards for legal entities and the GTC for Business debit card.

## **2.6. Prohibited use of payment card at Merchant's PM**

Payment card may not be accepted as a mean of payment for:

- Gambling (including casino, tokens, Internet casino and Bingo) and games of chance,
- Distribution and sale of pornographic goods or services,
- Adult industry (including pornography and prostitution),

- Distribution and sale of illegal goods and services (prostitution, drug trafficking, etc),
- Sale in which value of transaction does not correspond value of provided goods or services,
- Sale made under name other than the name of Merchant or Merchant's point of sale,
- Sale made by a third party, and not by Merchant's point of sale,
- Cash-out,
- Transactions in which payments are to the benefit of other PM,
- Fines, penalties and other costs added to the amount of original transaction for goods or services already purchased,
- time share, i.e. lease or purchase of real estate from and under conditions of time sharing agency,
- Internet orders, except if a specific Agreement on acceptance of payment cards via the Internet (e-commerce agreement or annex to the Agreement which regulates internet transactions is concluded,
- Payment of bail to the court for release of defendant.

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

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

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

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

By signing the Request the User agrees and authorizes the Bank to collect all fees related to use of POS service in accordance with the Tariff.

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

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

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

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

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

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

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

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



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

## **5. INFORMATION ON SAFETY AND OTHER MEASURES RELATED TO EXECUTION OF POS SERVICE**

5.1. Application of provisions of the GTC for payment accounts and payment services, the GTC for payment cards for individuals and the GTC for debit cards for individuals, the GTC for business credit cards for entrepreneurs, the GTC for business credit cards for legal entities and the GTC for Business debit cards.

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

### **5.2. Blocking the POS services**

The Bank may exclude POS terminal from authorization system and uninstall it in case of complete inactivity of POS terminal in the continuous period of one month and/or in case monthly turnover on the POS is lower than 200 000,00 RSD.

If there is a suspicion that the Merchant has breached provisions of the Framework agreement or that misuse or unauthorized use of payment card occurred, the Bank has the right to temporarily exclude POS terminal from authorization system or suspend any service provided by POS terminal.

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

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

Any amendments to the Framework Agreement must exclusively be made in writing, except changes in favour of the Merchant and changes which may, in accordance with applicable regulations, be amended and applied immediately and without prior consent of the Merchant.

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

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

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

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

The Merchant has the right to terminate the Framework Agreement at any time, with notice period of one month, free of charge, and by submitting a Request for cancelation of POS services it uses.

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

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

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

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

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

- if circumstances arise as set out by regulations and procedures on the prevention of money laundering and terrorism financing and action is taken in accordance with international sanctions to certain countries, based on which the Bank has the right or obligation to terminate its business relationship with the Merchant, including, among other things:
  - ❖ it is established that the Merchant is included on official terrorist and other negative lists, in accordance with domestic and international regulations on the prevention of money laundering and terrorism financing;
  - ❖ the Merchant, at the request of the Bank, fails, within the provided or reasonable deadline, to submit its data, data on its real owners, its operations, the origin of its funds or nature/purpose of its business relationship with the Bank and/or the transaction it is carrying out through the Bank;
- If the payment account of the Merchant has been inactive for 12 (twelve) consecutive months, which means there has been no recorded payments to or withdrawals from the payment account, which does not include posting of interest, fees and costs and any other postings at the order of the Bank;
- If the Bank fails to serve notice on termination of the Framework Agreement or request for data update by registered mail to the address last provided by the Merchant, due to the fact the Merchant failed to timely notify the Bank on change of residential address and/or mailing address, serving date shall be the date on which post office or any other legal entity specialized in delivery of registered mail first confirmed that service of notice/request of the Bank has been attempted;
- If the Framework Agreement on payment accounts and payment services has been terminated.
- If the Merchant provides the Bank with incorrect data, or false statements and documents important for the conclusion of the Framework Agreement and/or assessment of the Merchant's creditworthiness;
- If the Merchant fails to meet any obligation undertaken by the Framework Agreement even within 15 days of receiving a warning from the Bank;
- If the Merchant upon receipt of the notification does not immediately deliver to the Bank new bill of exchange in place of those used by the Bank in the process of collecting its claim or if they have ceased to be valid for any reason, so that the Bank always has the initially contracted number of valid bills of exchange at its disposal for the duration of the contract; If the Merchant is more than 60 days overdue in meeting any obligation to the Bank under any other agreement;
- If circumstances have arisen or are certain to arise that may negatively affect the Merchant's ability to orderly meet its contractual obligations, or if its creditworthiness deteriorates, including the deterioration of the Merchant's risk category according to the National Bank of Serbia regulation governing the classification of bank assets;
- that the Merchant does not notify the Bank within three days of a change in status (merger and division, merger and separation), change of form or establishment of another legal entity from his property, and change of ownership structure, business name, seat, person authorized for representation, change of persons authorized to dispose of funds from payment accounts, change of seal or any other change of importance for legal transactions. If the contractual relationship considerably increases the reputational risk in the Bank's operations (including, but not limited to, the knowledge that the Merchant-entrepreneur has committed a criminal offense, is engaged in dishonest activities or his performances in public address are not in accordance

with the principles of prohibition of discrimination, promotion of equality and respect for human and minority rights);

- that the Merchant addresses the employees of the Bank and/or others present in the Bank's business premises with inappropriate vocabulary, tone or gestures, or if by actual actions he hinders the employees in their work and disrupts the Bank's business process (for example: refuses to leave the business premises, intentionally blocks access the teller or the business office), repeatedly executes a large number of transactions that have no economic logic (transfers the same or similar amount of money from one account to another account and back, etc.);
- If the Merchant does not observe its legal obligations to the Bank.

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

### **7.1. Right to complaint**

The Merchant has the right to submit a complaint in writing, if he believes that the Bank does not comply with the provisions of the Law and other regulations governing financial services, General Terms and Conditions or good business practices related to those services or obligations from the contract concluded with the client.

A Merchant entrepreneur can file a complaint within three years from the day when his right or legal interest was violated, while a merchant legal entity can file a complaint within 60 days from the day he learned that his right or legal interest was violated, and at the latest within three years from the day when that violation was committed.

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

Complaints are submitted by mail to the address: Banca Intesa AD Beograd, Department for Client Satisfaction Management, Ulica Milentija Popovića 7b, 11070 Novi Beograd, by e-mail to the e-mail: kontakt@bancaintesa.rs, in the Bank's branches or via the Bank's website.

The Bank is obliged to consider the Merchant's complaint and to provide the merchant with a clear and comprehensible response to the complaint in written form no later than 15 days from the day of receipt of the complaint, in a way that ensures confirmation of the delivery of the response.

Exceptionally, if the Bank cannot provide an answer within 15 days due to reasons beyond its control, that deadline can be extended by a maximum of 15 days, of which the Bank is obliged to notify the Merchant in writing within 15 days from receipt of complaints.

In the notification from the previous paragraph, the bank is obliged to state clearly and comprehensibly the reasons why it could not provide an answer within 15 days from the day of receipt of the complaint, as well as the deadline for giving an answer.

### **7.2. Special rules on the protection of the client – entrepreneur**

#### **7.2.1. Right to file a complaint to the National Bank of Serbia**

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

A Merchant - entrepreneur may file a complaint within 6 (six) months from the date it receives a response or after expiration of the period for provision of response referred to in the previous paragraph of this point.

Complaints are submitted via the home page of the National Bank of Serbia website, by clicking on the text Submit a complaint/objection to the work of a financial service provider/proposal for intermediation services or by mail to the address: National Bank of Serbia, Department for the Protection of Users of Financial Services, Nemanjina 17, 11000 Belgrade or Post box 712, 11000 Belgrade

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

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

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

The period provided for filing a complaint shall not flow during the mediation.

The mediation procedure shall be initiated at the proposal of a party to the dispute accepted by the other party.

This proposal must include period for its acceptance, which cannot be shorter than 5 days, nor longer than 15 days from the date proposal has been submitted to the other party in the dispute.

Disputed parties may decide if the mediation procedure should be conducted before the National Bank of Serbia or other body or person authorized for mediation.

The mediation procedure is conducted by the National Bank of Serbia and is free of charge.

The proposal for mediation is submitted via the homepage of the National Bank of Serbia website, by clicking on the text *File a complaint/objection to the work of a financial service provider/proposal for mediation* or by mail to the address: National Bank of Serbia, PO Box 712, 11000 Belgrade.

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

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

The payment service user explicitly agrees that the Bank, in accordance with legal regulations, has the right to forward the data from the Framework Agreement, Merchant's data and data on its related parties, documentation comprising the file of the Framework Agreement, as well as any other data considered banking secret, and data on obligations under the Framework Agreement, manner of its settlement and compliance with provisions of the Agreement to the Central database of Intesa Sanpaolo Group, members of its bodies, shareholders, employees of the Bank, external auditors, Credit Bureau, Association of Serbian Banks, as well as other persons on a need-to-know basis, and third parties with which the Bank has concluded the agreement on data confidentiality, which are obliged to, after termination of contractual relationship, or when confidential information become 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.

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

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

By signing the Framework Agreement, the Merchant confirms that the Bank has previously informed him of the processing of personal data, the conditions of collection and processing of data that the Bank has obtained from him and/or other persons for the purposes of its regular business and the performance of legal and contractual obligations, in accordance with the Law on personal data protection

## **9. SERVICE OF NOTICES**

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

The Bank serves notices, reports and other written documents to the Merchant who established or intends to establish business relationship with the Bank at the address of its registered offices or a registered address for receiving postal items, by email, SMS or in any other appropriate manner which is in compliance with necessary requirements of providing complete and clear information.

The Bank performs service of notices from paragraph 1 of this point in accordance with the order and consent of the Merchant and according to the latest data submitted.

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

The Bank has the right to use the Merchant's data in its possessions, such as address, phone numbers, email address and other data the Merchant provided to the Bank in order to submit notices to the Merchant on its activities, products and services, as well as on data related to operation with the Merchant.

(1) If the Merchant fails to timely notify the Bank on change of data from the previous paragraph of this point, and which have been submitted to the Bank for service of notices, as well as on other data which affect or could affect regular service, serving of notices conducted by the Bank in accordance with available data shall be considered regular, and any obligations of the Bank to the Merchant arising from or in connection 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 agreement and data provided, as well as consent of the Merchant for service of notices.

If the mail served to the Merchant is returned due to the incorrect address or incorrectness of any other data provided by the Merchant, the Bank may discontinue further sending of written shipments and notifications to the Merchant, until it notifies the bank on change of data required for regular service. In each individual case the Bank decides, in accordance with regulations, the GTC for POS service and nature and contents of acts being served, on the type of service: registered shipment with or without a receipt notice, sending via email, SMS or any other appropriate way.

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

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

### **9.2. Service of Notices by the Merchant to the Bank**

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

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

- 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).

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

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

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

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

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

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

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

## **12. COMING INTO FORCE**

The General Terms and Conditions may be applied 15 days, at the earliest, from the date they have been published by displaying 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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Dragina Đurić