

Effective from 20.07.2023

Pursuant to article 73, paragraph 1, point 5 of the Law on Banks (Official Gazette no. 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 adopts the following

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

1. INTRODUCTORY PROVISIONS

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

These General Operating Terms and Conditions of Banca Intesa AD Beograd for Business debit card for legal entities and entrepreneurs (hereinafter referred to as: the General Terms and Conditions), Banca Intesa AD Beograd regulates:

- conditions under which the Bank provides service of issuance and use of Business debit cards for legal entities and entrepreneurs (hereinafter referred to as business debit cards),
- 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 Frame Agreement.

The General Terms and Conditions also include standard terms and conditions of use of particular products and services of the Bank, as well as the 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 of funds, irrespective of the legal relation 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 any legal entity or an entrepreneur who signs the Agreement on Opening and Maintenance of Payment Account of Legal Entity/Entrepreneur with Banca Intesa AD Beograd and who operates with Business debit cards;

6) Individual User is a person employed by the User or another person at the User request, and/or registered vehicle owned by the User to which business debit card is issued in accordance with the Agreement on opening and maintenance of payment account of legal entity/entrepreneur with Banca Intesa AD Beograd;

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, any natural or legal person that issues a payment order;

8) Payee means a natural or legal person designated as the recipient of funds that are the subject of a payment transaction;

9) Entrepreneur means a natural person which is not a consumer, i.e. natural person with a capacity to perform activity in order to achieve income, in accordance with the law which regulates companies and any other law;

10) Business day means a day, namely part of the day in which the Bank is opened for business and obliged to execute payment transaction to the User, as its payment services user;

11) 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;

12) 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;

13) Unique identifier means a combination of letters, numbers and/or symbols assigned to the User by the Bank to be used in a payment transaction to unambiguously identify the respective User and /or its payment account;

14) Durable medium means any instrument which enables the User to store data addressed personally to them, to access and reproduce data in unchanged form for a period of time adequate to the purpose of the data keeping;

15) 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;

16) 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. By the day of the Republic of Serbia's accession to the European Union international payment transaction shall also mean domestic payment transactions between residents and non-residents or between non-residents executed in dinars, as well as domestic transaction in currencies of third countries;

17) Third country – by the day of the Republic of Serbia's accession to the European Union, third country means any foreign country, and after that date – the country which is not a member state;

18) Bank means Banca Intesa AD Beograd, seated in Belgrade-New Belgrade, 7b Milentija Popovića Str., company registration number: 07759231, TIN: 100001159, which possess working license issued by the National bank of Serbia, in accordance with the law regulating banks;

19) Slip means a certificate of transaction executed by business debit card;

20) Business debit card means payment instrument and identification issued by Banca Intesa AD Beograd at the request of the User, and based on the agreement with a payment card association which owns the business debit card brand;

21) Point of sale means a point of sale of a merchant which is required to accept business debit cards as a mean of cashless payment for purchase of goods and provision of services;

22) 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;

23) Authorization means approval process for transactions made by business debit cards at the request of the Merchant;

24) 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 debit card and identification of the User, in the manner depending on the self-service device features.

25) POS (Point of Sale) terminal – electronic device used to accept payment cards at sales points;

26) 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;

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

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

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

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

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

32) Framework Agreement for Payment Accounts and Payment Services (hereinafter referred to as: the Framework Agreement) represents the set of the following documents:

- General Conditions of Banca Intesa AD Beograd for payment accounts and payment services for legal entities and entrepreneurs (hereinafter referred to as General Operating Terms and Conditions for Payment Accounts and Payment Services),
- General Operating Terms and Conditions,
- Agreement on Opening and Maintenance of Payment Account of Legal Entity/Entrepreneur with Banca Intesa AD Beograd (hereinafter referred to as: the Agreement),
- Bank's Tariff of Fees for Services (hereinafter referred to as: the Tariff of Fees),
- Conditions of use of business debit cards (in case of use of Business debit cards),
- Time Schedule of receipt and execution of payment orders (hereinafter referred to as: Time Schedule),
- Request for issuing of Business debit cards.

The User is entitled to one copy of the Framework Agreement in writing or on any other durable medium, as well as to receive, at the request and during the term of the agreement, a copy of the Framework Agreement, i.e. information served in pre-contractual phase, within the Draft Agreement, in the manner which allows the Payment Service User to get familiar with conditions of payment services provision, as well as to compare offers of different payment service providers and assess if these conditions and services suit its needs.

Pre-Agreement stage does not apply to Payment Card Service User – Legal Entity.

1.2. Competence for Adoption

General Operating Terms and Conditions of the Bank and their amendments shall be adopted by the Board of Directors. Between two regular meetings of the Board of Directors, Executive Board may adopt the general act from article 1.1, paragraph 2. The Board of Directors shall approve decision of the Executive Board at the next regular meeting.

1.3. Relation between the Agreement, General Terms and Conditions and General Operating Terms and Conditions for Payment Accounts and Payment Services

General Operating Terms and Conditions are considered separate general terms and conditions in relation to the General Operating Terms and Conditions for Payment Accounts and Payment Services, thus they are implemented together with the General Operating Terms and Conditions for Payment Accounts and Payment Services.

In case of any discrepancies between provisions of the Agreement, General Operating Terms and Conditions and General Operating Terms and Conditions for Payment Accounts and Payment Services, in transactions between the Bank and the User, prevalent binding provisions will be those from the signed Agreement and these General Operating Terms and Conditions.

In case of any discrepancy between the Agreement and other Acts that constitute the Framework Agreement, applied provisions will be those from the Agreement.

2. BUSINESS DEBIT CARDS

2.1 Conditions under which the Bank issues business debit card

If a Business debit card is issued to the User, the Bank shall, without compensation, issue a card in which the processing and settlement of orders for the transfer of domestic payment transactions are performed in the payment system of the Republic of Serbia.

In addition to the card referred in the previous paragraph, the Bank may, upon a user request, issue another card from its offer, upon which the Processing and Settlement of Domestic Payment Transactions Orders is performed outside the Republic of Serbia..

Issued business debit cards are property of the Bank.

2.2 Obligations and rights of the Bank and the User

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

Business debit card cannot be assigned and may be used only by the User. Business debit cards are the property of the Bank. All business debit cards may be used at all points of sale, cash out points and internet points of sales, 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 debit 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 debit card, i.e. neither to write down the PIN on the card or the document kept with the business debit 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 debit card.

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

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

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 debit card can be used at all points of sale, cash-out points and ATMs in the country and abroad, bearing the card organisation sign, as well as in case of remote, retail trade, which is enabled by the use of this Business debit card. In case of on-line purchase, the User is advised to first report the business debit 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 debit card is not possible, in such a situation the payment slip will be sent to the User by e-mail or fax.

The Business debit card cannot be used illegally, including the procurement of goods and service prohibited by law. Each use of the business debit 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 debit 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 debit card and entails the liability of the User for all possible losses incurred.

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 provide sufficient funds for execution of the order, including bank fees, if provided by the Framework Agreement as obligatory, related to the execution (taxes, customs duties, fees of other banks, etc.);
 - b) if the User provide consent for execution of the 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 the payment transaction, i.e. authorizes the payment transaction:

- by presenting business debit card to the employee at the point of sale for payment of goods and/or services and by signing a payment slip;
- by presenting business debit card at cash out location, in order to perform cash withdrawal transaction and by signing withdrawal receipt generated by POS terminal at cash out point;
- by entering PIN at POS terminal and ATM;
- by entering data from business debit card, including the safety elements required at Internet point of sale,
- by using business debit card in accordance with features of self-service device
- Handling a business debit 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 organisation.
- by using a Digital Wallet, i.e. a Virtual Card in the manner defined in point 7.1. of GTC for debit cards.
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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 a 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.

Order or consent from the previous Paragraph 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.

If the User fails to timely notify the Bank on change of data relating to address, phone numbers, fax, facsimile device, e-mail address and other data for communication, 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 User 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 Framework Agreement and provided data, 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 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. The Bank may serve notices to the User through the third party, with whom they conclude the agreement on performance of delivery, with agreed obligation of such 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 performing the delivery on behalf and for the account of the Bank, shall provide proof that the shipment has been sent to the User, as well as ensure that such proof is kept for the required period of time.

3.2.2. Service of Notices by the User 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, public advertisements and advertising material, Bank's website and other instructions provided by the Bank to the User in writing.

Depending on the nature of business, and in accordance with applicable regulations and the existing agreements with the User, the Bank may request from the User to provide particular documents and notices to the Bank:

- a) in original form or photocopy, with or without certification of the competent authority proving that the photocopy is true to the original;
- b) translated into 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 the submitted document (in case of a foreign document).

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 a payment transaction, i.e. the Bank implements authentication procedure.

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

The Bank shall execute received order in accordance with the requirements of payment card association, and not later than within 30 days from the date of receipt of such order.

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

If the User and the Bank agree that execution of a payment order should start on a 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 Payee's 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 they received cash payment.

In case of international payment transactions or payment transactions in currency of third countries, 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 debit cards issued under the Framework Agreement.

The User undertakes to:

- to make available sufficient funds on the account, required for settlement of all obligations arising from use of business debit cards issued under the Framework Agreement, and to pay fees, commissions and all other costs 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 the period stipulated 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 that the funds on account with any bank have been blocked for the period longer than 15 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 timely notify the Bank on any status change (merger and spin-off), change of form or establishment of other legal entity from its assets, and on change of ownership structure, business name, registered offices location, authorized representative, change of persons authorized to dispose with payment account funds, change of stamp, 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 their receivables under the Framework 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 legal 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 dinars (RSD), all payment transactions for goods or services, disbursement of cash and reception of funds to the account, all arising from the use of the business debit card, within the country.

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

The Bank will receive in Euros (EUR) all payment transactions for goods or services, disbursement of cash arising from the use of the business debit card, abroad. The conversion from the original currency transaction into euros (EUR) will be carried out by the card association at its own exchange rate at the moment of transaction processing.

The Bank will receive in dinars (RSD) all transactions inflows based on a special option for the transfer of funds to the business debit card. The conversion of the original currency transaction into dinars (RSD) will be carried out by the card association, at its own exchange rate valid at the moment of transaction processing.

The conversion from the exchange currency to the currency of the payment account, for which the business debit card has been issued, if different, will be in line with the Agreement.

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

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

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

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

The User has the right to request, at any time during the term of Framework Agreement, copy of the agreement and to change channel of communication with the Bank, except if it is contrary to the provisions of the Framework Agreement or incompatible with product/service type.

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

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

The User shall provide written notification to the Bank in case its business debit card has been destroyed or damaged by filling in appropriate form. The user shall notify the Bank either by phone (phone no. 011/30 10 160) or at the Bank's branch office, on lost or stolen business debit 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 debit card and ask the Bank to block its further use. The Bank shall declare card invalid through electronic safety systems starting from the date notice on loss, theft or other fraudulent use of business debit card is received. In case the User finds business debit card, after he/she has already informed the Bank on its loss, he/she must not use, but instead immediately return it to the Bank.

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

The User bears all losses related to fraudulent transaction they perform, and also bears losses arising from failure to fulfil:

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

The User does not bear losses arising from transactions executed after the loss, theft or unauthorized use of business debit card, i.e. business debit card data has been reported to the Bank, except he/she is responsible for fraudulent use or participate in fraudulent use or acts 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 in the country or abroad. 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 Call Centre or the Bank's branch office, and block their debit card.

6.2. Replacement of business debit card

In case of loss, theft or fraudulent use of business debit card, the User will have the right to replace the card, and at the same time receive new business debit card number, as well as new PIN.

If business debit card is damaged or the User changes their personal data, they will be entitled to reissuance of business debit card.

6.3. Right of the Bank to block business debit cards

The Bank may disable use of business debit card on justified grounds related to business debit card security, if unauthorized business debit 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 debit card is connected to granting of a loan, i.e. overdraft to the User.

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

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

6.4. Liability of the User for unauthorized payment transactions

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

- use of lost or stolen business debit card, or

- fraudulent use of business debit card, since the User failed to keep its personalized security elements safe.

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

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

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

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

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

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

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

The Bank shall be liable for non-executed 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 restore the User's payment account to the state it would have been had the unauthorized or incorrectly executed transaction not taken place, along with fees charged for execution of the payment transaction, except if the User requested correct execution of payment transaction.

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

In accordance with law, the Bank shall refund the amount of non-executed or incorrectly executed and unauthorized payment transaction to the User or provide correct execution of payment transaction, if the User reports non-executed 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 is submitted within 13 months from debit date.

If the Bank fails to provide information about payment transaction to the User, the Bank is liable for non-executed or incorrectly executed and unauthorized payment transaction and shall refund the amount to the User even after provided period of 13 months has expired, if the User notifies it on non-executed 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 apply 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 by any other law.

6.7. Refunds for authorized and correctly executed payment transactions

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

- 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 their previous spending pattern, the conditions of the Framework Agreement and circumstances of particular case.

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

The User may submit a request for refund within 56 days from the debit date, and the Bank shall refund the full amount of the payment transaction to the User or to notify them on the reasons for rejecting the Refund request within 10 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 payment account for the amount of the unfounded refund.

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

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

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

- 1) the User provided consent for execution of payment transaction directly to the Bank;
- 2) information on the future payment transaction has been provided or made available in the agreed manner to the User at least 28 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 debit card in the Digital Wallet either through application of the Service Provider or through mobile banking application of the Bank, if supported by the Bank. Registration of a business debit card in Digital Wallet creates a Virtual Card which is subject to all conditions that are applied to the business debit card represented by the Virtual Card, all in accordance with the Framework Agreement concluded between the User and the Bank.

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

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

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

If the Framework Agreement under which the Bank issued a business debit card, which is digitally represented by a Virtual Card, is terminated for any reason, if the User stops using the business debit card or the Bank denies User the right to use the business debit 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 debit card, apply to a Virtual Card, as well. Business debit card being blocked causes the Virtual Card to be blocked, as well, while Virtual Card being blocked does not have to cause the business debit card to be blocked.

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

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

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

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

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

7.3. Security

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

The User undertakes:

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

7.4. Fee for Digital Wallet services

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

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

By registering the business debit 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 debit card being registered, including the expiry date of the card, all for the purpose of conclusion of the agreement between the User and the Service Provider. The Service Provider is the personal data controller for personal data 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 Agreement

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

After receiving proposal referred to in the previous paragraph of this point, the User may agree that proposed amendments may generate legal effect from 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 they do not agree with the proposal, on which the Bank shall inform the User simultaneously with the submission of the proposal.

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

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

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

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

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

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

The User has the right to terminate the Framework Agreement at any time with notice period of 15 days, free of charge.

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

In case of termination of the Framework Agreement, the User shall pay only 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 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.

Apart from the aforesaid cases, the Bank may unilaterally terminate the Framework Agreement concluded with the User, in case of the following:

- If the User provides the Bank with the incorrect data, that is, if they provide false identity documents or false documents significant for entering into this Framework Agreement and/or valuation of credit ability of the User;
- If the User fails to fulfil any obligation stipulated by the Framework Agreement not even within 15 days from the day of receipt of warning issued by the Bank;
- If the User legal entity is late with realization of any of their obligations towards the Bank, under any other Agreement for more than 60 days;
- In case of occurrence and/or certain occurrence of any circumstances which may have negative influence on ability of the User legal entity to duly execute their contractual obligations, that is, in case of decline of the credit ability of the User, including deterioration of the risk class of Users according to the regulations on classification of bank assets stipulated by the NBS;
- If the User, within three days, fails to inform the Bank about any change of address, that is, place of residence, name and surname, employer, contact information or any other personal data provided to the Bank (if possible in written form or directly to the Bank's employee in charge, and, if urgent, by telephone with the obligation to confirm the information).
- In case or any circumstances stipulated by regulations and procedures regulating anti-money laundering and counter terrorism financing, and acting in accordance with the international sanctions towards certain countries, under which the Bank is entitled or obliged to terminate business relation with the User, such as:
 - ❖ If it is ascertained that the User is on the official terrorist list and/or other similar list, in accordance with the national and international regulations on anti-money laundering and counter terrorism financing;
 - ❖ If the User, upon request of the Bank and within the given and/or reasonable period of time, fails to deliver their personal information, information about actual owners, their business, origin of assets and nature/purpose of the business relation with the Bank and/or transaction executed through the Bank;
- If the contractual relation significantly increases reputational risk in Bank business operations (including, but not limited to, knowing that the User - entrepreneurs has committed a criminal act, that he is engaged in dishonest activities or his appearances in public statement are not in accordance with the principles of discrimination prohibition, promotion of equality and respect for human and minority rights);;



- that the User 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 obstructs the employees in their work and disturbs the Bank's business process (for example: refuses to leave the business premises, intentionally blocks access to the counter or advisory position, repeatedly executes a large number of transactions that have no economic logic (transfers the same or similar amount of money repeatedly from one account to another and back) etc.);
- If the User neglects their legal obligations towards the Bank.

8.3. Termination of business debit card use

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

The User that does not wish to perform business debit card operations, shall cancel business debit 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 days from the date of business debit card expiry, and continues to use business debit card in accordance with the Framework Agreement, the Bank may automatically renew their membership and issue new business debit card. Period of validity of business debit card is specified on the business debit card itself.

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

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

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

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

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

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

9. INFORMATION ON PROTECTION OF USERS

9.1. Right to dispute

The Bank is responsible for resolving any written address in which the User disputes an unapproved, improperly executed or unexecuted payment transaction initiated using a business debit card (dispute).

The dispute is submitted by the User:

- in writing at the counter of the Bank branch,



- by calling the Bank's Contact Center with subsequent delivery of the signed form that the applicant receives from the Bank's Contact Center,
- by email to: kontakt@bancaintesa.rs,
- by post to the address: Banca Intesa AD Beograd, Consumer Satisfaction and Complaints Office, 7b Milentija Popovića Str., 11070 New Belgrade,
- through the appropriate dispute request form on the Bank's official website.

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

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

If the User files a dispute 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.

9.2. Right to complaint

User has the right to file a written complaint to the Bank within the period of three years from the date of violation of its rights or legal interest, if they find that the Bank fails to comply with provisions of the Law and other regulations governing these services, general terms and conditions or good business customs related to such services or obligations under the Framework agreement concluded with the User.

The Bank cannot charge any fees to the User, nor any other costs of handling the complaint respectively dispute.

Complaints shall be submitted by post to the address:

Banca Intesa AD Beograd,

Client Satisfaction and Complaints Office,

7b Milentija Popovića Str., 11070 New Belgrade,

by electronic email on the email: kontakt@bancaintesa.rs, in Bank branches or via the Bank's website.

9.3. Right to file a complaint to the National bank of Serbia

If the User is not satisfied with the received response to the dispute or complaint or the response has not been submitted within the provided period of 15 days, the User may, before starting a court case, submit a written complaint to the National bank of Serbia, if User believes that the Bank does not comply with the provisions of the law and other regulations governing these services, general terms and conditions or good business practices related to these services or obligations from the Framework agreement concluded with the User.

The User may file a complaint within six months from the date they receive a response or after expiration of the period for provision of response referred to in paragraph 1 of this point.

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

9.4. Out-of-court dispute settlement

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

After the mediation procedure is initiated, the User may no longer file a complaint, except if the mediation is finalized with suspension or withdrawal, and if the complaint has already been filed – the 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 one party in the dispute accepted by the other party. This proposal must contain period for its acceptance, which cannot be shorter than five days nor longer than 15 days from the submitted date of proposal 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.

Mediation procedure carried out by the National bank of Serbia is free of charge.

The proposal for mediation is submitted via home page of the National bank of Serbia website, by clicking on the text File a complaint against financial services provider/proposal for mediation or by post to the following address: National Bank of Serbia, 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 with 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 agreement manner of its settlement and compliance with provisions of the Framework Agreement to the Central database of Intesa Sanpaolo Group, members of its bodies, shareholders, employees of the Bank, external auditors, Credit Bureau, Association of Serbian Banks, as well as other persons on a need-to-know basis, and third parties with which the Bank has concluded the agreement on data confidentiality, which are obliged, 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 handling of the confidential data from this Framework Agreement, to destroy or erase confidential information in such way they cannot be recovered and submit written confirmation on the matter.

10.2. Protection of Personal Data

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 Framework 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. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING

The Bank is entitled to ask from the User to provide the data required for execution of their obligations, in terms of anti-money laundering and counter terrorism financing.

The Bank is entitled to postpone or to refuse to establish business relation with the User, to terminate such business relation or to postpone or refuse to execute transactions requested by the User or for account of the User, if stipulated by regulations on anti-money laundering and counter terrorism financing.

The Bank may, without any consent, temporarily disable use of services or products, partly or completely, and stop execution of transactions on demand of the User, if the User, on demand of the Bank and within the provided term, fails to deliver their personal data, information about their business, origin of assets, nature and purpose of business relation with the Bank, that is, transaction executed through the Bank. In that case, the Bank will not be held responsible for any damage that the User might sustain from such non-realization of transactions or inability to use 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

General Terms and Conditions is applied upon expiry 15 days, from the date of their publishing 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

Draginja Đurić