

Annex 1.**General conditions of business with payment cards of UniCredit Bank****1. GENERAL PROVISIONS**

- The rights and obligations of payment card cardholders are regulated by the General conditions of business with payment cards of UniCredit Bank (hereinafter: the General conditions of business with payment cards), which are an integral part of the General Business Conditions of UniCredit Bank Serbia a.d.
- The Bank issues the following cards to natural persons: Maestro, DinaCard, VISA Gold and VISA Electron debit cards and MasterCard Standard, VISA Identica and DinaCard credit cards.
- VISA Business Gold and VISA Business Electron debit cards are issued to legal entities and entrepreneurs, and beside that MasterCard Business credit card is issued to legal entities. The joint name for all payment cards which are issued to legal entities and entrepreneurs is: business cards.
- The payment cards are issued to the Clients pursuant to previously submitted Application for issuing payment cards (hereinafter "the Application") and signed the Agreement on granting the use of credit cards.
- The payment cards are owned by UniCredit Bank Serbia a.d. (hereinafter "the Bank"), at whose request they must be returned.
- Maestro, MasterCard Standard, DinaCard, DinaCard Credit cards, VISA Gold, VISA Electron and VISA Identica cards are made out to the name of the Cardholder and are not transferable to other person.
- VISA Business Gold, VISA Business Electron and MasterCard Business cards are made out to the name of the Legal person and to the name of the cardholder and are not transferable to other person.
- Maestro, MasterCard Standard, VISA gold, VISA Electron, VISA Identica, VISA Business Gold, VISA Business Electron and MasterCard Business cards can be used as payment instrument in the country and abroad. DinaCard and DinaCard Credit card can be used as payment instrument only in the country.
- MasterCard Standard, VISA Identica, MasterCard Business and DinaCard Credit card are credit cards. The Cardholder is obliged to provide the appropriate coverage in current account in Dinars at the date of maturity of liabilities.
- Maestro, DinaCard, VISA Gold, VISA Electron, VISA Business Gold and VISA Business Electron payment cards are debit cards. The Cardholder is obliged to have coverage in current account in Dinars, respectively in foreign currency account at the moment of carrying out of transaction with Maestro, VISA gold, VISA Electron, VISA Business Gold and VISA Business Electron payment cards. At the moment of carrying out of transaction with DinaCard card, the Cardholder is obliged to have coverage in (current) account in Dinars.

2. ISSUING OF CARDS

- The payment cards are issued by the Bank pursuant to the Application filled in.
- The application can be submitted by the person who is of age (hereinafter: "the Cardholder").
- Legal entities and entrepreneurs may submit the application for VISA Business Gold and VISA Business Electron, and legal entities also for MasterCard Business payment card under condition that they have opened current account in Dinars and foreign currency account with the Bank.
- The decision on issuing of the card is made in accordance with the Bank's procedure.
- The Cardholder of the basic card is solely responsible for using his own and of additional cards in accordance with these General conditions of operations with payment cards.
- The legal person/entrepreneur and the Cardholder of the business card are solely responsible for using of their cards in accordance with these General conditions of operations with payment cards.

- The legal person/entrepreneur and the Cardholder are responsible for correctness of all data given to the Bank and are obliged to report to the Bank any change of the data from the Application. All consequences and costs incurred because of non-reporting of changes are borne by the Legal person/entrepreneur for business cards and by the Cardholder for other payment cards.
- The Bank guarantees complete secrecy of all data received from the Cardholder and/or legal person/entrepreneur. The Bank is obliged to present information about the cardholder to a written request to the competent authorities in accordance with the law.
- The Bank has the right to check the mentioned data, as well to gather additional information about the Applicant.
- The Bank may, at the request of the basic Cardholder, also issue additional cards. The costs incurred by using of additional cards are at the charge of basic Cardholder's account.
- The Bank may, at request of legal person/entrepreneur, issue the number and type of cards which they choose. The costs incurred by using of additional cards are at the charge of legal person/entrepreneur's account.
- The card and PIN (personal identification number) are delivered to the Cardholder. The Cardholder's obligation is to sign the card immediately upon receiving. The unsigned card is invalid, and possible financial consequences in the case of misuse of unsigned card are borne by the Cardholder, respectively the legal person/entrepreneur for business cards. It is the Cardholder's interest to keep the assigned PIN secret, in order to protect the card against the misuse. It is especially important not to write PIN on the card or any other document which is kept with the card. Otherwise, the Cardholder, respectively the legal person/entrepreneur for business cards bears possible financial consequences in the case of misuse of payment card.
- The card validity term expires on the last day of the month indicated on the card. Card Validity indicated on the face of the card in the following format MM/YY.
- If the Cardholder does not cancel the using of the card at the latest within 30 days, respectively 35. days for business cards, before the expiry of validity term and uses it in accordance with the "General conditions of operations with payment cards", the same is automatically renewed with the new validity term. If the client ceased to fulfill the conditions prescribed by the Bank's procedure, the card will not be delivered to him.
- The Cardholder is obliged to pay fee for card issuing and usage of the card, same as interest for the used amount for credit cards according to „Tariff for cards – natural persons“, for natural persons, enclosed to this General conditions of operations with payment cards (**enclosure 5**).
- In calculation of interest on used amount for credit cards, the Bank applies proportional method of interest rate calculation on the basis of actual number of days elapsed and the year of 360 days.
- Interest rate on used amount for credit cards could be fixed or variable. The adjustment of agreed variable interest rates is carried out without the specific Client's consent depending on:
 - The changes of reference values which are used to determine the amount of interest rate (in domestic and international money market),
 - The changes of price of the borrowed money in domestic and international market,
 - The change of market conditions,
 - The client's credit standing and its change, (in terms of conveying inaccurate and false information)
 - The security instruments,
 - The changes of credit insurance costs,
 - The changes of obligatory reserve of NBS (for example, but not limited to: change of manner of calculation of obligatory reserve of the banks with National Bank of Serbia; changes of the bases for calculation of obligatory reserve; changes of rate of obligatory reserve and other),
 - The change of inflation/disinflation rates (in domestic market and in the market of subject currency domicile),
 - The change of applicable regulations,
 - The change of exchange rate and cross rates,
 - The change of monetary and/or financial policy,
- Bank reserves the right to adjust contracted variable interest rate, depending on condition whether the Client receives salary/pension on account with the Bank. In case that Client stops receiving



salary/pension trough account opened with the Bank, Bank reserves the right to increase contracted variable interest rate from Enclosure 5.

- Legal person/entrepreneurs/user of business card is obliged to pay fee to the bank for card issuing and usage, same as interest for the used amount for credit cards according to „Tariff for general services for corporate clients“ (**enclosure 4**), or General tariff-small companies **Enclosure 4a**), or according to „Tariff for cards – business clients/entrepreneurs“ (**enclosure 6**), depends of a tape of client.

3. USING OF THE CARD

- The Payment cards can be used in all places in which their sign is posted: Maestro/MasterCard, DinaCard and VISA/VISA Electron.
- The card the validity term of which has expired must not be used.
- The Cardholder must not leave the card as pledge or payment security instrument.
- The Cardholder is obliged, at the request of the seller of goods and/or services – Acceptor, or Acquiring Bank to hand over the card for which the right of use is denied by the Issuing Bank.
- The Cardholder is obliged, when paying for goods and/or services at the acceptor’s place which is equipped with POS terminal, to personally enter his PIN if so requested by the Acceptor. The Cardholder must not communicate his PIN to the acceptor or to any other person.
- The Cardholder is obliged to protect the card and all the data about the card.
- The point of sale issues copy of the slip/bill for the payment made, and the Cardholder is obliged to sign the copy of the slip/bill which is intended for the Acceptor, in the manner in which he signed the card. By his signature the Cardholder guarantees that the amount is correct and that he will settle it in accordance with the “General conditions of operations with payment cards”. The Cardholder keeps the copy of the slip (bill) in the case of complaint.
- The Cardholder may raise cash at the counters of the banks, post offices and automated telling machines (ATM) where the sign (sticker) is posted with the logo of Maestro/MasterCard, DinaCard and VISA payment card, by using PIN. The Bank may limit daily, weekly or other periodical amount up to which the Cardholder can raise cash from the card account.
- The Cardholder of Maestro, VISA Gold, VISA Electron, DinaCard, VISA Business Gold and VISA Business Electron debit payment cards can check the balance in the account on automated telling machines (ATM) in accordance with Tariffs of fees for Payment cards. The Cardholder of MasterCard Standard, VISA Identica and DinaCard Credit card can check the balance of available funds on automated telling machines (ATM) in accordance with Tariffs of fees for Payment cards.
- 10.The Cardholder and legal person are jointly and severally liable for all the liabilities arising from transactions which originated from the use of the business card.
- 11.The electronic records from automatic telling machines and POS terminals are evidence of transaction carried out.
- 12.The using of personal identification number (PIN) is considered to be the Cardholder’s signature.

4. PAYMENT

- a. The Bank delivers to the Cardholder of MasterCard Standard, VISA Identica, MasterCard Business cards and DinaCard Credit cards once a month the statement of newly originated costs (hereinafter “the Statement”). The costs imply all transactions and fees originating from the use of basic and/or additional card in the country, and for MasterCard Standard, MasterCard Business cards and VISA Identica also abroad, for the past period. The credit card Cardholder can declare whether monthly statements are to be sent to him by mail to indicated address or by e-mail, but monthly statements cannot be delivered both by mail and by e-mail, and the Cardholder must choose one of two offered manners of delivery of monthly statements.
- b. The Bank will notify the Cardholder about newly originated costs from Maestro, VISA Gold, VISA Electron, VISA Business Gold and VISA Business Electron payment cards through

statement of current account in Dinars and accounts in foreign currency. The Bank will notify the Cardholder about the costs originated from DinaCard, by statement of current account in Dinars. The costs imply all transactions and fees originating from the use of basic and/or additional card in the country and abroad for the past period, respectively only in the country for DinaCard.

- c. The Cardholder of Maestro, VISA Gold, VISA Electron, VISA Business Gold, VISA Business Electron and MasterCard Business card payment card, by signing the Application, authorizes the Bank to debit his account in Dinars for transactions originating from the use of the card in the country, as well as his foreign currency account in EUR for transactions originating from the use of the card abroad.
- d. The Cardholder of DinaCard and DinaCard Credit card, by signing the Application, authorizes the Bank to debit his account in Dinars for transactions originating from the use of the card in the country.
- e. The Cardholder agrees that the Bank can carry out the conversion of currencies in the card accounts by applying the current exchange list at the date of debiting if the Cardholder at the moment of debiting does not have the appropriate currency in the account, and that the Bank can collect the commission for conversion.
- f. The Cardholder of MasterCard and VISA Identica credit card authorizes the Bank to debit his account in Dinars for all debts originating in the country and abroad. The debts originating from the use of the card abroad will be converted from EUR and collected from the account in Dinars at the Bank's selling exchange rate.
- g. The legal person/entrepreneur authorizes the Bank to debit the account for the type of transactions "Card not present", which do not result in issuing the usual bill/slip.
- h. If the change is not recorded in the Cardholder's current account even after expiry of 60 days from the date of originating of transaction by the use of the debit card, he is obliged to notify the Bank accordingly without delay. If he did not receive the Statement of due liabilities under the credit card even after expiry of 60 days from the date of use of the credit card, the Cardholder is obliged to notify the Bank accordingly without delay.
- i. The Cardholder authorizes the Bank to collect the outstanding liabilities which originated from transactions with payment cards also from other accounts which the Cardholder has in the Bank.
- j. The legal person/entrepreneur authorizes the Bank to collect the outstanding liabilities which originated from transactions in VISA Business Gold, VISA Business Electron and/or MasterCard Business payment card also from other accounts which that legal person/entrepreneur has in the Bank.
- k. If the legal person/entrepreneur or the Cardholder does not settle the liabilities based on transactions with payment cards in any of the mentioned manners, the Bank will prohibit further use of the card, and the Cardholder will be responsible pursuant to the appropriate provisions of the law.
- l. The Bank is not responsible for damages caused by circumstances that may affect (the disappearance of electricity, failure of ATM, etc).
- m. Cardholder is aware and accept responsibility that usage of card for electronically payment (Internet, catalog and telephone sales, etc..) carries the risk of fraud (as result of the transfer of card number and personal data through the public network) and all financial consequences are apply to the Cardholder .

5. COMPLAINTS

1. The Cardholder is obliged to keep and present the copy of the slip/bill for the needs of possible complaint.
2. The Cardholder is obliged to deliver complaints under closed (incorrect) transactions in writing or personally to the Bank's branch office at the latest 5 days from the date of receiving of the Statement of due liabilities under the credit card or 30 days from the date of originating of transaction under the debit card.

3. The complaints which are not delivered within the provided period will not be accepted by the Bank, and the financial loss will be borne by the Cardholder.
4. In the case of unjustified complaint, the Bank will debit the Cardholder for all operating costs, otherwise the Cardholder is relieved from any cost, and the amount of transaction regarding which the complaint is filed is credited to the Cardholder's account after completion of the procedure.
5. In the case of unjustified complaint in connection with business cards, the Bank will debit the legal person/entrepreneur for all operating costs in accordance with current "Tariff". Otherwise, the legal person/entrepreneur is relieved from any cost, and the amount of transaction regarding which the complaint is filed is credited to the account of legal person /entrepreneur after completion of procedure.
6. For complaints which refer to the quality of goods and/or services paid by payment card, the Cardholder will apply exclusively to the seller of the goods and/or services - Acceptor.

Note to payment card users: During the use of payment cards, there is the possibility of double reservations appearing during matching of data for authorization of transaction with the data from the particular payment card system (VISA International, MasterCard Worldwide and DinaCard). The system of UniCredit Bank Serbia releases (closes) such reservations within the period of 10 working days from the date of originating of transaction unless during that period it receives the confirmation in the form of financial booking from the payment card system i.e. VISA International, MasterCard Worldwide and DinaCard.

We kindly ask you, if you notice that unclosed reservations exist in your current account, to contact Help desk of UniCredit Bank's Payment cards department.

6. DAMAGED, STOLEN or LOST CARD

1. In the case that the card is destroyed, respectively damaged, the Cardholder is obliged to notify the Bank in writing, by filling in the appropriate Form (in the Bank's branch office in which the card is issued).
2. In the case of destruction, respectively damaging of the card, new PIN code will be assigned to the Cardholder with the new card.
3. At the Cardholder's request, the Bank will issue new PIN code to the Cardholder. In the case of PIN code replacement, the Bank issues new card to the Cardholder.
4. The Cardholder is obliged to immediately report the loss/theft of the card to the Bank or to the nearest bank at which the sign (sticker) with the card's logo is posted or to Call center telephone numbers +381 11 3230 172 or +381 11 3204 550
5. The Cardholder is obliged, within 2 days from the date of loss/theft of the card, to confirm the reporting of loss/theft of the card to the Bank in written Form.
6. The total amount of damage which occurred by the loss/theft of the card or data from the card, either printed on the card or recorded on magnetic stripe, up to the moment of reporting of loss/theft of the card to the Bank is borne by the Cardholder. The Cardholder to whom, at his personal request, daily limit for using of the card is granted in the amount exceeding the daily limit determined by the Bank's enactments, in the case of loss/theft of such card and/or data from the card also bears responsibility for all damage above the amount of daily limit determined by the Bank's enactments.
7. In the case that the debit card is returned to the Cardholder or that the Cardholder finds the lost debit card himself, the Cardholder is obliged to notify the Bank and to announce his decision about further use or closing of the returned debit card.

7. TERMINATION OF THE USE OF THE CARD

1. The issuer can deny the right of use of the card without explanation if the Cardholder does not comply with the rules defined in the "General rules of operation with payment cards".
2. It is the Cardholder's duty to return the card at the Bank's request immediately upon receiving the notice of termination, in order that the card might be physically destroyed (cut).

3. The cessation of use of the card may also occur at the initiative of legal person/entrepreneur (cancellation of use).
4. The Cardholder may cancel the use of the card exclusively in writing, at least 30 days before the expiry of the card validity.
5. The legal person/entrepreneur may cancel the use of the card exclusively in writing, at least 35 days before the expiry of the card validity.
6. All transactions concluded up to the date of return of the card, as well as all possible costs, are borne by the Cardholder, respectively the legal person/entrepreneur.

8. FINAL PROVISIONS

- By signing the Application, the Cardholder, respectively the legal person/entrepreneur authorizes the Bank to debit his current account in Dinars, respectively the foreign currency account for all transactions and fees which originated from the use of the card, in accordance with the "Tariff of fees for payment cards".
- By signing the Application, the Cardholder, respectively the legal person/entrepreneur confirms that he is acquainted with and that he agrees to all the provisions of the General conditions of operations with payment cards.
- The Bank reserves the right to amend these General conditions of operations with payment cards upon prior notice to the Cardholder. In the case that he does not agree to the amendments and supplements, the Cardholder may cancel the further use of the card within 30 days from the date of receiving of notice. If he does not do so within the mentioned period of time, it will be considered that he agrees to the amendments to the General conditions of business with payment cards.
- In the case of possible dispute, the court in Belgrade with territorial and real jurisdiction will be competent.

9. SPECIAL CONDITIONS FOR CREDIT CARDS FOR NATURAL PERSONS AND ENTREPRENEURS

- For credit cards for natural persons and entrepreneurs, beside this General conditions of business with payment cards, point 3 special types of business transactions – credits granted by the bank to natural persons and entrepreneurs should be also applied.

10. SPECIAL CONDITIONS OF USE OF MOBILE TELEPHONE BILLS PAYMENT SERVICE

- The Bank's client – the Cardholder of VISA payment cards of UniCredit Bank Serbia may make the payments to his registered prepaid mobile telephone account, respectively make payments to third parties' prepaid accounts, at his own choice, by sending initial request for payment, and then the confirmation in the form of message which contains the Client's mPIN, by SMS or in some other manner, including but no limited to internet web-site and IVR (Interactive Voice Response), which are together called "the Service".
- With a view to using the Service, the Client registers the appropriate payment card ("**the Card**") in the Bank's branch office which issued the Card to him. The Bank reserves the right to reject the application for registration for any reason that it deems justified, without specific explanation.
- All transactions realized through the Service will be at the charge of the registered Card.
- When making the registration, the Client is obliged to prove his identity by providing accurate, valid and complete information about him. Beside that, he is obliged to keep his registration data accurate, valid and complete. Non-compliance with this obligation may lead to immediate cessation of the Service.
- The Client's data are confirmed at registration place and, if his registration application is accepted, the mobile telephone PIN (**mPIN**) is sent to the registered telephone number by SMS. It is in the Client's interest to keep the secrecy of mPIN. It is especially important that the Client does not record mPIN in any manner in which somebody else might use it, as well to immediately delete from mobile telephone all copies of SMS messages which he sent/received, which contain mPIN.
- The instructions for use of the Service, including how the Client can create SMS request for payment are contained in the User instructions which are delivered to the Client at registration.



- The operators with the right of participation and the Bank do not bear any responsibility for incorrect use of mPIN by the Client, and the Client accepts to pay by registered Card all costs based on all Services which he receives for collection.
- The operators with the right of participation and the Bank do not bear any financial and legal responsibility for payment instructions which are sent from registered telephone, which contains correct mPIN.
- The operators with the right of participation and the Bank do not bear any legal or financial responsibility as regards the registration of incorrect data, respectively mobile telephone numbers. In the case that wrong data, respectively mobile telephone numbers are registered, the Client's card will be debited for all Services requested from that telephone number.
- The Client is obliged to notify the Bank immediately if his telephone is missing or stolen, if he allows his mobile telephone number to expire, if he revokes the line or if he does not wish to use the Service any longer and wishes to terminate the agreement. He can do so in person in any of the Bank's branch offices. The registered card of the Client will be charged for all transactions which occurred up to the moment of receiving of such notification.
- 11. The Client's relation with the operator with the right of participation will remain subject to general conditions of the Agreement on subscription which he signed with the operator with the right of participation, and which is approved by the Commission for regularity of telecommunications.
- 12. The Client's relation with the Bank – issuer of the Card will remain subject to applicable General conditions of the Bank's business.
- 13. When registering the Service, the Client acknowledges, agrees to and accepts these General conditions of mobile telephone bills payment service. Any new characteristics which increase, improve or in any other manner amend the Service will automatically fall under these Conditions.