

# SPECIAL CONDITIONS FOR USAGE OF PAYMENT TRANSACTION WITH LOW-VALUE PAYMENT INSTRUMENT UNICREDIT BANK SERBIA JSC BELGRADE

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# **Introductory provisions:**

UniCredit Bank Serbia JSC Belgrade, as payment service provider (hereinafter referred to as: the Bank), with these Special Conditions for usage of payment transaction with low-value payment instrument (hereinafter referred to as: Special Conditions) regulates mutual rights and obligations of the Bank and Cardholder related to low-value payment instrument.

### I. Explanation of certain terms

- 1. Low-value payment instrument means a payment instrument which relates solely to the execution of individual payment transactions whose amount does not exceed RSD 3,000, or whose aggregate spending limit does not exceed RSD 15,000 or whose total value of funds stored on that payment instrument does not exceed RSD 15,000 at any time, for which the conclusion of a separate agreement in writing is not provided and whose possible amendments the Bank is not obliged to deliver to users in writing. Within the meaning of these Special Conditions, low-value payment instrument is a Prepaid non-rechargeable card (hereinafter referred to as PrePaid card).
- 2. Spending limit amount up to which the Cardholder can use the PrePaid card.
- PrePaid card- A non-personalized payment debit card that is collected from the Bank by the Card Buyer
- **4. Buyer** Legal or natural person who buys a PrePaid card as a gift to a natural person/s.
- Cardholder natural person to whom the Card Buyer gives a PrePaid card as a gift.
- **6. CVV2 code** means a three-digit number on the back of the card used for the card verification in online payments.
- 7. 3D Secure environment An online payment environment at internet merchants that requires additional user authentication at the moment of giving consent for the execution of a payment transaction initiated by payment cards from the respective card scheme. This applies only to specific internet merchants that are supported by certain card schemes
- 8. Personalised security credentials mean personalised data and features provided by the payment service provider to a payment service user for the purposes of authentication (eq PIN code or OTP code for 3D Secure authentication).
- **9.** Acceptor/Recipient of payment a person designated as the recipient of funds that are the subject of a payment transaction.
- 10. Acceptance point the point of sale of the payee's goods and/or services, where there is a device through which card transactions can be initiated (POS terminal, online point of sale).
- 11. POS (Point of Sale) terminal is an electronic or mobile device authorising

- transactions and electronic acceptance of payment cards at an acceptor's points of sale. It constitutes an integral part of an electronic system for payment card transaction acceptance and processing.
- **12. Online point of sale** a point of sale of the payee's goods and/or services on the Internet that accepts a card as a non-cash means of payment.

#### II. General conditions

- 1. The Bank issues an internationally valid non-rechargeable Mastercard PrePaid payment cards and nationally valid non-rechargeable DinaCard PrePaid payment card on the basis of a signed Request by the Customer, and a signed Confirmation of purchase/collection of the PrePaid card. The buyer of the card is obliged to hand over the Special Conditions to the User along with the PrePaid card in order to inform him with the conditions for using the PrePaid card.
- 2. PrePaid card is not personalised ,the right to use the card is granted to the individual who signs it The amount of funds that can be paid and the amount of one-time fee for the issuance of PrePaid card is defined by the Tariff for debit and credit cards for private individuals and agriculturists, Tariff for general banking services for SME clients, Tariff for debit and credit cards for Entrepreneurs. Subsequent payments to the PrePaid card cannot be made.
- **3.** Prepaid non-rechargeable card may be used up to the amount paid when payment card was purchased and up to the expiration date.
- 4. If undrawn amount remains on the PrePaid card after the expiration date, the client may request transferred of remaining funds to the new card with one-time fee, defined by the Tariff for debit and credit cards for private individuals and agriculturists, Tariff for general banking services for SME clients and Tariff for debit and credit cards for Entrepreneurs.

## III. Usage of the card and spending of the limit

- 1. The PrePaid card can be used for non-cash payment of goods and services in the country and/or abroad, as well as for payments at Internet points of sale. With the PrePaid card, cash cannot be withdrawn from ATMs, POS terminals or bank counters. For payments at Internet points of sale, if necessary, the User enters the CVV2 code from the back of the card, which serves to verify the card. It is not possible to use the PrePaid card at Internet points of sale that use the 3D Secure environment. The bank is not responsible for the quality of purchased goods/services.
- 2. Consent for the execution of the payment transaction is given by the User before the execution of the transaction. It is considered that the User has given his consent to the execution of the transaction if, during the transaction, the validation of the data from the card, i.e. the personalized security elements of the card, has been carried out by reading the magnetic stripe and signing the slip or by entering the security



- elements required by the Acceptor at the Internet point of sale (card number, validity date, CVV2 code). After giving consent for the execution of a payment transaction, the consent cannot be revoked except in the case of an agreement between the Card User and/or the Bank and/or the Acceptance Point.
- 3. The time of receipt of the payment order means the moment when the Bank received the electronic data on the payment transaction from the Bank of the payee. The deadline for executing a payment transaction using a PrePaid card begins when the Bank receives the payment order delivered to it by the Accepting Bank. The Bank, as the issuer of the PrePaid card, is obliged to ensure that the amount of the transaction is approved on the Acceptor's account within the specified period from the moment of receipt of the payment order. The bank is obliged to ensure that the debit date of the PrePaid card account is the same or later than the date when that payment account is debited for the amount of the payment transaction.
- 4. All transactions made in the country or abroad are calculated in dinars. For all transactions made abroad in the euro zone the Bank will apply the sales rate of the Bank on the day of transaction booking. All transactions made abroad outside the euro zone are subject to conversion from local currency to EUR according to the exchange rates applied by the MasterCard card association.
- 5. By using the PrePaid non-rechargeable card, the available limit is reduced.
- **6.** PrePaid non-rechargeable card cannot be given as a pledge or security instrument for the payment.
- 7. The Point of sale issues a copy of the slip/receipt for executed payment. The bearer is required to sign the copy the slip/receipt in the way he signed the payment card and the slip/receipt remains with the Acceptor.
- 8. The Bank does not have the technical capabilities to provide the User with information after the execution of an individual payment transaction initiated by a PrePaid card
- **9.** Balance at PrePaid non-rechargeable card can be checked by calling the Contact Centre at +381 11 3777 888 or in the nearest branch of the Bank.
- **10.** Prepaid card can be used up to the amount paid when purchasing a payment card and until the expiration date.

# IV. Liability of the bank and the Card User for an unapproved, unexecuted or improperly executed payment transaction

1. If the Bank is responsible for an unapproved payment transaction, it is obliged, at the Card User's request, to refund the amount of that transaction to the Cardholder without delay, i.e. to return the card account to the state in which it would have been if the unapproved payment transaction had not been carried out, as well as to perform refund of all fees charged to the Cardholder, except in case of suspicion of fraud or abuse on the part of the Cardholder, in which case within 10 days from the day of learning about the unauthorized payment transaction, justify the refusal of the refund and report the fraud/abuse to the competent authority or make a refund to the User, if he concludes that he did not commit fraud or abuse.

- 2. In the event that there has been an unauthorised use of the payment card or of the data from the payment card the Cardholder shall, immediately after finding this out, and not later than within 13 days from the date of debiting, report to the Bank the transaction executed by unauthorised use of the card or of the data on the card, in which case he/she may bear the loses as a result from the unauthorised use up to a maximum of RSD 3,000.
- 3. The Cardholder shall bear all loses in connection with any transaction executed by means of abuse which he/she does himself/herself, and shall bear the loses made as a result of failing to fulfil his/her obligation to immediately inform the Bank of the lost, stolen and misuse of the payment card, the obligation to adequately keep his/her card and the PIN code, as well as other obligations under these SC for Debit cards
- **4**. The Cardholder shall bear no loses for an unauthorised payment transaction arising from transactions executed after reporting to the Bank the lost, stolen or unauthorised use of the payment card or payment card data:
  - i. if the loss, theft or misuse of the card was not detected by the User before the execution of the unapproved payment transaction, unless the User did not fulfill his obligations arising from these PU operations with debit cards
  - ii. If the unapproved payment transaction is the result of the Bank's action or omission.
- iii. if the Bank does not provide at all times appropriate means of notification of a lost, stolen or misappropriated payment instrument,
- iv. on the basis of transactions carried out after reporting to the Bank the loss, theft or unauthorized use of the debit card, i.e. the data from the debit card, unless Cardholder committed abuse or participated in abuse or acted with the intent to defraud
- v. If the Bank does not require and does not apply reliable authentication of the Card User in cases where it is legally obliged to do so, unless the loss is due to the fraudulent actions of the Cardholder.
- 5. If the Bank refunds the amount of the transaction to the Card User, and subsequently undertakes appropriate activities to determine possible fraudulent actions of the Card User, and on that occasion it is determined that the Card User acted fraudulently, the Card User bears all losses and is obliged to return to the Bank the amount that the Bank returned To the card user.

#### V. Damaged, stolen or lost card

1. The Cardholder is responsible to report the loss or theft of the PrePaid card to the Bank without delay and to request the Bank to block its further use. The user reports the loss/theft of the card to the Contact Center phone number +381 11 3777 888, and on this occasion, it is necessary to give the Bank the entire number of the PrePaid card in order to block it.



- 2. The Bank retains the right to limit the use of payment card (blockade) in accordance with the General Conditions for providing payment services to Individuals, Entrepreneurs and Farmers, as well as in the following cases:
  - i. if there are legitimate reasons concerning security of the payment card.
  - ii. if there is a doubt with regard to unauthorised or fraudulent use of the payment card, or as a result of fraud. In the case of suspicious transactions, the Bank blocks the card until the Cardholder authenticates the transaction as his transaction by calling the phone number placed on the back of the card.
  - iii. in the case when transactions on POS are made by the card, which compromising activity was previously recorded (misuse of data, etc)

#### VI. CARDHOLDER'S RIGHT TO CHECK TRANSACTION AND COMPLAINT

- 1. Cardholder has the right to submit a complaint, including a dispute regarding a payment transaction, within six (6) months from the date they became aware of the violation of their rights. In any case, the right to submit a complaint expires three (3) years from the date the violation occurred. Regardless of whether the complaint concerns a primary or supplementary debit card, the service User, i.e., the account holder, must be the one submitting the complaint to the Bank, except in cases specifically described in Section 6 of this chapter. If the primary cardholder submits a complaint after the expiration of the prescribed period, the Bank will inform them that the complaint was submitted after the deadline and that it is not obliged to consider it.
- 2. If the Cardholder submits a dispute regarding a payment transaction executed with a payment card, they must do so in the form of a Transaction Verification Request (hereinafter: the Request). The Request informs the Bank of an unauthorized, unexecuted, or improperly executed payment transaction and requests proper execution of the transaction. The Request may be submitted to the Bank no later than thirteen (13) months from the date the transaction occurred on the debit card. The User must also submit the Request in cases where a payment initiation service provider was involved in the execution of the transaction.
- 3. Any complaints regarding the quality of goods and/or services paid by a debit card shall be addressed by the Cardholder/person named on the card only to the seller of the goods and/or services Acceptor. If a merchant refunds the assets to the Cardholder, on the basis of founded complaint regarding the quality of goods and/or services or for other reasons, the Bank shall not incur the costs of foreign exchange differentials, if any, if the initial transaction was made in a foreign currency and/or booked by debiting the Cardholder's account in a currency other than the refund currency.
- **4.** The Cardholder may submit a complaint in one of the following ways:
  - i. In the business premises of the Bank using the Contact form which is

available at all branches of the Bank,

ii. By submitting a complaint by post to the following address: UniCredit Bank Serbia JSC.

Customer experience and complaint management 11000 Belgrade

- iii. By e-mail at: josbolje@unicreditgroup.rs
- iv. Through the Bank's website.
- through an electronic or mobile banking application, if the complaint refers to services that the Bank provides or has provided through those services.
- 5. It is necessary that the complaint contains data of the complainant, on the basis of which his identification can be carried out, that is, the determination of the business relationship that the complainant has with the Bank, to which the complaint refers, as well as the reasons for submitting it. If the complaint constitutes a Request for Verification, it must include details of the transaction for which the user's account was charged and which the user disputes as unauthorized or improperly executed, as well as the circumstances under which the transaction was carried out, to the extent known to the user. Based on such a submitted Request for Verification, the Bank will determine whether there is a basis for initiating a dispute resolution process through the card association, with the aim of obtaining additional information and data related to the transaction, or securing a refund of the transaction amount from the merchant, provided that the conditions for such a process are met in accordance with the rules governing this type of dispute resolution.
- 6. When a complaint is submitted through an authorized representative, a specific power of attorney must also be provided, authorizing the representative to submit the complaint to the Bank on behalf of the User/legal representative of the Cardholder and to undertake actions in the complaint procedure. The power of attorney must also include the User's consent for the representative to access information considered banking secrecy under the law governing banks, or business secrecy under the law governing payment services.
- 7. For written complaints submitted to the Bank in electronic form, via the Bank's website, or through electronic or mobile banking applications, the Bank will confirm receipt of the complaint via email or through the respective application on the same business day the complaint is received. Complaints received outside the Bank's established business hours will be considered received on that day, and the complainant will be informed of this in the confirmation of receipt.
- 8. The Bank shall provide the complainant with a clear and comprehensible written response to the complaint no later than 15 days from the date of receipt. If, due to circumstances beyond the Bank's control, it is unable to respond within the specified timeframe, the deadline may be extended by a maximum of 15 additional days. In such cases, the Bank shall inform the complainant in writing within 15 days from the date of receipt of the complaint. This notification shall clearly and understandably state the reasons for the delay and indicate the final deadline by which the response will be provided
- 9. The complaint resolution procedure is free of charge.



- 10. Exceptionally, in cases where the Bank compensates the User prior to the conclusion of the previously initiated dispute resolution process defined in Item 5 of this section, the Bank reserves the right to request reimbursement of the compensation amount from the User if, through subsequent checks and obtained information, it is determined that the disputed transaction was authorized by the User, or that it does not constitute an unauthorized payment transaction. The Bank shall first notify the User in writing, providing the evidence confirming the authorization of the transaction.
- 11. If the Cardholder is not satisfied with the response to the complaint, or if the response is not provided within the prescribed 15-day period, the User may submit a grievance to the National Bank of Serbia within 6 months from the date of receipt of the response. The grievance may be submitted by mail to the following address: National Bank of Serbia, Nemanjina 17, 11000 Belgrade, or via the website: https://www.nbs.rs/sr RS/formulari/prituzba/.
- 12. The dispute between the User and the Bank may also be resolved through an out-of-court procedure mediation before the National Bank of Serbia, initiated at the proposal of one party to the dispute and accepted by the other party. The mediation procedure is conducted by the National Bank of Serbia and is free of charge for both parties. A proposal for mediation may be submitted to the National Bank of Serbia in written form, by mail or via the internet presentation: https://nbs.rs/sr/ciljevi-i-funkcije/zastitakorisnika/medijacija/index.html. The proposal submitted by the User must include a deadline for acceptance, which cannot be shorter than 5 days or longer than 15 days from the date of submission.

#### VI. Final Provisions

- 2. By signing the PrePaid non-rechargeable card, the bearer of the PrePaid non-rechargeable card confirms that he/she is familiar and agrees with all provisions arising from these Special Conditions. The Bank will not specifically notify the bearer of the PrePaid non-rechargeable card on amendments to the Special Conditions.
- For all that is not provided in these Special Conditions, the Special Conditions for providing payment services to private individuals, entrepreneurs and agriculturists and the Special Conditions for Debit Cards for individuals, entrepreneurs and agriculturists shall be apply.

Supervisory Board of UniCredit Bank Serbia JSC Belgrade