

SPECIAL TERMS AND CONDITIONS GOVERNING THE USE OF CASH-IN MACHINES (CIM) FOR LEGAL ENTITIES UNICREDIT BANK SRBIJA A.D. BEOGRAD

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INTRODUCTORY PROVISIONS:

UniCredit Bank Serbia a.d. Belgrade (hereinafter: the Bank), as a provider of payment services, regulates the mutual rights and obligations of the Bank and the Client in connection with the payment of cash through the CIM device for the payment of RSD banknotes, with these Special Terms of Use of Banknote Payment Machines - CIM for Legal Entities (hereinafter: PU of CIM). This document for the use of CIM is an integral part of the framework agreement on payment services that the Client has concluded with the Bank. Also, this document for the use of CIM, together with the Tariff for general banking services for legal entities, constitute an integral part of the Agreement on opening and maintaining a current account (hereinafter referred to as the Agreement).

I. DEFINITIONS

CIM (Cash-In Machine) – a self-service device intended for cash deposits of clients legal entities which receives cash in RSD, enabling user identification, account selection, automatic counting and processing of banknotes, authenticity checks, transaction recording, receipt issuance and automatic crediting of funds without direct employee involvement.

Business Day – a day, or part of the day, on which the Bank as payment service provider operates in manner to enable the execution of a payment transaction to its user of payment services.

II. INTRODUCTORY PROVISIONS

By using a CIM device, including entering the Tax Identification Number (PIB) and confirming the transaction, the Client confirms that he/she is familiar with these Special Terms and Conditions and fully accepts them, and agrees that they shall apply to every transaction executed through the CIM device.

Through these Special Terms and Conditions for the use of CIM devices for sole proprietors, the Bank regulates the rights, obligations and responsibilities of the Bank and the user of the service in connection with the use of the CIM device for depositing cash proceeds in Serbian dinars. These Special Terms and Conditions form an integral part of the contractual relationship between the Bank and the Client and apply to Clients who use CIM devices.

The cash deposit service through a CIM device is a self-service banking service that enables the Client to independently deposit cash into an account selected through the CIM device. The process of user identification, account selection, entry of additional data, processing of banknotes and posting of the transaction is performed automatically, without the direct involvement of Bank employees.

The Client shall use the CIM device with the care of a prudent businessperson, enter accurate data and verify all data displayed on the device screen prior to confirming the transaction.

By confirming a transaction on the CIM device, the Client shall be deemed to have verified and accepted the accuracy of all entered and displayed data and agreed to the execution of the transaction under the conditions defined in these Special Terms and Conditions.

The Bank provides the technical conditions for using the CIM device but shall not be liable for consequences arising from inaccurate data entered by the Client, including an incorrectly entered PIB, selection of an incorrect account, an incorrectly entered reference number or other data independently entered by the Client during the deposit process.

In order to protect the financial system, prevent fraud, comply with the regulations of the Republic of Serbia and the Bank's internal procedures, the Bank reserves the right to temporarily suspend execution or posting of a transaction, retain suspicious banknotes and carry out appropriate checks if there are circumstances indicating an irregularity, misuse or suspicion regarding the authenticity of banknotes.

For the purposes of these Special Terms and Conditions for the use of CIM devices, CIM records, electronic records of the Bank's information systems, banknote processing records, video surveillance recordings and other electronic data shall constitute reliable evidence of the course and content of the executed transaction, unless proven otherwise.

III. TERMS OF USE

1. User Identification and Account Selection

- The Client accesses the CIM device by entering its Tax Identification Number (PIB). <https://unicredit->

[my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf](https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf)

- Based on the entered PIB, the CIM device displays Serbian dinar accounts associated with the identified Client and, if the Client has multiple dinar accounts, the Client independently selects the account into which the deposit is to be made. https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf
- The Client is solely responsible for the accuracy of the entered PIB, the selection of the deposit account and the accuracy of all other data entered during use of the CIM device.
- Any deposit made by entering the PIB shall be deemed to have been made in the name and for the account of the Client, regardless of the person who physically performed the deposit on behalf of or for the account of the Client. https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf
- The Bank shall not be liable for consequences arising from an incorrectly entered PIB, incorrect account selection, incorrectly entered approval reference number (PBO), or any other error resulting from inaccurate or incomplete data entered by the Client. https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf
- If a transaction has been executed based on data entered by the Client, the payment order shall be deemed authorized by the Client and executed in accordance with the Client's instructions.

2. Automated Nature of the Service

- The deposit service through a CIM device is a self-service service performed without the participation of Bank employees during the transaction itself.
- The Client acknowledges that account identification, cash processing, banknote counting, denomination recognition and transaction posting are performed automatically using technical and software solutions.
- The Bank does not perform an individual review of each transaction prior to its execution and is not obliged to verify the accuracy of data entered by the Client. https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf

3. Transaction Confirmation

- Prior to final confirmation of the transaction, the CIM device displays information regarding the deposit amount, banknote structure, beneficiary account and other relevant information. https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf
- The Client is obliged to verify the displayed information before confirming the transaction.
- By confirming the transaction, the Client shall be deemed to have verified all data and agreed to its accuracy.
- After confirmation, the Client may not request cancellation or amendment of the transaction due to an error in data entered by the Client.

IV. RIGHTS AND OBLIGATIONS OF THE BANK

1. Handling Technical Malfunctions

In the event of communication interruptions, power outages, device malfunction, software errors or other technical circumstances that may affect transaction processing, the Bank shall have the right to temporarily suspend execution or posting of the transaction until completion of verification.

Records of the Bank's systems, electronic records of the CIM device, video recordings, cash processing reports and other electronic data constitute relevant and reliable evidence regarding the course and content of the transaction.

The Bank shall not be liable for any damage resulting from temporary unavailability of the CIM device, interruption of telecommunications connections, power outages or other circumstances beyond its direct control.

In the event of the above-mentioned technical errors affecting the accuracy of the executed transaction, the Bank shall make the appropriate correction based on available records and the results of the conducted verification.

2. Handling Suspicious and Counterfeit Banknotes

The CIM device uses technology for automatic verification of banknote authenticity.

If the CIM device identifies a banknote as suspicious, that banknote shall not be included in the deposit amount.

The Bank has the right to retain a suspicious banknote for further examination in accordance with applicable regulations, rules of the National Bank of Serbia and internal Bank procedures.

The Client shall not be entitled to request the return of a banknote suspected of being counterfeit until completion of the verification procedure prescribed by applicable regulations.

If a banknote is determined to be counterfeit, the Bank shall act in accordance with the regulations of the Republic of Serbia and requirements of competent authorities, including submission of such banknote to the competent institutions. https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf

The Bank shall not be liable for any damage suffered by the Client due to the retention of banknotes for which there is reasonable suspicion that they are counterfeit, provided the Bank acted in accordance with the law and internal procedures.

The Bank may temporarily delay posting of a transaction or the part of a transaction relating to suspicious banknotes until completion of the verification procedure.

V. CLIENT LIABILITY

The Client shall be responsible for:

- the accuracy of the entered Tax Identification Number (PIB);
- the selection of the account into which the deposit is to be made;
- the accuracy of the entered Approval Reference Number (PBO);
- the accuracy and lawful origin of the cash being deposited;
- verification of the information displayed on the screen prior to transaction confirmation;
- safekeeping of the receipt confirming execution of the transaction;
- the actions of all persons using the CIM device on its behalf or for its account. https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf

The Client shall bear all consequences arising from incorrect data entry or inaccurate instructions provided through the CIM device.

VI. BANK LIABILITY

The Bank shall be liable exclusively for damage arising as a direct consequence of the Bank's gross negligence or wilful misconduct.

The Bank shall not be liable for: https://unicredit-my.sharepoint.com/personal/ivana_mitrovic2_unicreditgroup_rs/Documents/Datoteke_usluge_Microsoft_Copilot_Chat/Posebni_uslovi_kori%C5%A1%C4%87enja_CIM_ure%C4%91aja_preduzetnici_Legal_comments.pdf

- errors resulting from inaccurate or incomplete information entered by the Client or by a person making a deposit on the Client's behalf;

- incorrect entry of the Tax Identification Number (PIB);
- incorrect account selection;
- incorrectly entered Approval Reference Number (PBO);
- temporary unavailability of the CIM device and technical disruptions in its operation;
- delays caused by the implementation of procedures for verifying suspicious banknotes;
- actions undertaken for the purpose of compliance with the law, regulations of the National Bank of Serbia or requirements of competent authorities.

VII. CLIENT'S RIGHT TO FILE A COMPLAINT AND NOTICE OF COMPLAINT

1. The client has the right to file a complaint, which includes a payment transaction complaint, within 6 months from the day of learning that his rights have been violated, and in any case, the right to file a complaint ends after 3 years from the day when his rights were violated. The client, i.e. the owner of the account, must also be the complainant to the Bank, except in the situations described in more detail in point 5 of this chapter. If the complaint is submitted after the expiry of the mentioned deadlines, the Bank will inform the Client that it is not obliged to consider it. .
2. If the Client submits a complaint about a payment transaction executed via the CIM device, by which he informs the Bank about an unapproved, unexecuted or improperly executed payment transaction and demands its proper execution, he is obliged to file the complaint without delay, after learning about such a transaction, and no later than within 13 months from the date of execution of the transaction via the CIM device.
3. The Client may file a complaint regarding the use of the CIM device exclusively in writing, in one of the following ways:
 - i. at the Bank's business premises by using the Contact Form available at all Bank branches;
 - ii. by sending the complaint by post to:
UniCredit Bank Srbija a.d.
Customer Satisfaction Research and Customer Complaint Management
Jurija Gagarina 12
11000 Belgrade
 - iii. by e-mail to: josbolje@unicreditgroup.rs;
 - iv. through the Bank's website;
 - v. through digital channels (for example, electronic banking), provided the Client uses such services and such channels enable submission of complaints in relation to the specific contra
4. It is necessary that the complaint contains the 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.ctual relationship.
5. Along with the objection submitted through the attorney, a special power of attorney is also submitted by which the client/client's legal representative authorizes the attorney to submit an objection to the bank's work on his behalf and for his account and undertake actions in the procedure based on that objection, and by which he gives permission to make available to that attorney data that represents banking secrecy, in the sense of the law governing banks, i.e. trade secret in the sense of the law governing payment services.
6. For written complaints submitted to the Bank in electronic form, via email, to the electronic address established for the delivery of complaints, through the Bank's internet presentation, i.e. via an electronic or mobile banking application, the Bank will confirm receipt of the complaint by email or through the application on the same working day when the complaint is received, while complaints received outside the Bank's established working hours will be considered received on the following working day, and the complainant will be informed about this in the confirmation of receipt of the complaint.
7. The bank will deliver a clear and comprehensible answer to the complaint in writing to the person submitting the complaint no later than 15 days after receiving the complaint. If the Bank, for reasons beyond its control, cannot provide an answer within the stated deadline, that deadline may be extended by a maximum of 15 days, of which the Bank will inform the complainant in writing within 15 days of receipt of the complaint. The bank will clearly and comprehensibly state in the relevant notice the reasons why it could not provide an answer within 15 days

- from the day of receipt of the complaint, as well as the deadline for providing the answer.
8. The bank will not charge the complainant a fee or any other costs for handling the complaint.
 9. If the client is not satisfied with the response to the complaint or the response to the complaint has not been sent to him within the prescribed period of 15 days, he may submit a complaint to the National Bank of Serbia, within six (6) months from the date of receipt of the response, by mail to the address National Bank of Serbia, Nemanjina 17, 11000 Belgrade or via the website: https://www.nbs.rs/sr_RS/formulari/prituzba/.
 10. If the complainant is not satisfied with the response to the complaint or did not receive it within the stipulated period, the disputed relationship with the Bank can be resolved in an out-of-court procedure - a mediation procedure before the National Bank of Serbia. After this procedure has been initiated, a complaint cannot be submitted to the NBS, with the fact that the deadline for submitting it does not run while the mediation procedure is ongoing.
 11. 11. The mediation procedure before the National Bank of Serbia is initiated at the proposal of one party to the dispute, which has been accepted by the other party. This proposal, which the client submits to the National Bank of Serbia, must also include a deadline for its acceptance, which cannot be shorter than 5 days from the date of submission of the proposal. An interested party can submit a proposal for mediation before the National Bank of Serbia to the National Bank of Serbia in writing, by mail or via the internet presentation: https://nbs.rs/sr/ciljevi-i_funkcija/zastitakorisnika/medijacija/index.html
 12. The mediation procedure does not exclude or affect the realization of the complainant's right to judicial protection.

VIII. FINAL PROVISIONS

1. The Bank reserves the right to amend these Special Terms and Conditions for the Use of CIM Devices, provided that it informs the Client in advance if such amendments relate to the contractual relationship between the Client and the Bank, in the manner and within the deadlines stipulated in the framework agreement concluded between the Client and the Bank.
2. The Bank shall notify the Client of amendments to these Special Terms and Conditions for the Use of CIM Devices for Sole Proprietors through the established communication channels, sixty days prior to their effective date. The Client shall be deemed to have accepted such amendments and supplements if the Client does not notify the Bank before their effective date that he/she does not accept them. Upon receipt of a notification of non-acceptance of the amendments and supplements to these Special Terms and Conditions for the Use of CIM Devices for Sole Proprietors, the relevant agreement shall be deemed terminated by the Client.
3. For all matters not regulated by these Special Terms and Conditions for the Use of CIM Devices, the General Terms and Conditions for the Provision of Payment Services shall apply.
4. In the event of any dispute, the court in Belgrade having subject-matter and territorial jurisdiction shall have jurisdiction.
5. These Special Terms and Conditions for the Use of CIM Devices have been drafted in accordance with the Law on Payment Services and the regulations of the Republic of Serbia and are available on the Bank's website at www.unicreditbank.rs, as well as at all Bank branches.
6. These Special Terms and Conditions for the Use of CIM Devices have been prepared in the Serbian and English languages. In the event of any discrepancy between the Serbian and English versions, the Serbian-language version shall prevail.
7. The provisions of these Special Terms and Conditions for the Use of CIM Devices will come into effect upon receiving approval from the National Bank of Serbia for introducing the new product. Once this approval is obtained, the Bank will timely inform clients about the changes to the Framework Agreement, as well as the start date of their application, through the agreed communication channels, in accordance with applicable regulations.

Management UniCredit Bank Srbija a.d.