

# SPECIAL CONDITIONS FOR CREDIT CARDS TO PRIVATE INDIVIDUALS, ENTREPRENEURS AND AGRICULTURISTS UNICREDIT BANK SERBIA JSC BELGRADE

Belgrade, 02nd of March 2021



# UNICREDIT BANK SERBIA JSC BELGRADE 02nd of March 2021, valid as of 01st of April 2021

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## **Introductory provisions:**

UniCredit Bank Serbia JSC Belgrade (hereinafter referred to as: Bank), by these Special Conditions for credit cards to Private Individuals, Entrepreneurs and Agriculturists (hereinafter referred to as: SC for credit cards) regulate mutual rights and obligations of the Bank and Cardholders related to the conditions for credit card issuance and use.

#### I. MEANING OF CERTAIN TERMS

Cardholder - means a private entity (resident and non-resident), entrepreneur or agriculturist that has used or has been using a credit card or has had an application for credit card issuance within the Bank.

**Card Issuance Application -** means the Bank form filled out by potential user for the issuance of a card.

Card - in terms of these SC for Credit Cards is credit card which represent a payment instrument, which allows the Cardholder to pay for goods or services either through/ payment/a point of sale or remotely and/or to withdraw and/or deposit cash and/or use of other services at an ATM or another device and which all represent debit and credit transaction.

Main Card - means a card issued to the Cardholder, the account owner.

Additional Card - means a card linked to the main card account, which usage results in debits/credits the main card account.

PIN - means a personal identification number, a numeric code known to the Cardholder only, allowing identification of the Cardholder using the card at an ATM or POS terminal and which is as such strictly confidential.

ATM - means an electronic device which, depending on its features, may serve for cash withdrawal or deposit, statement enquiry, bill payment, mobile phone top-ups, PIN change, etc.

**POS** (Point of Sale) - is an electronic device authorising transactions and electronic acceptance of cards at an acceptor's points of sale. It constitutes an integral part of an electronic system for card transaction acceptance and processing.

**Installment payment** is a model for card liabilities repayment, which provides to the cardholder the possibility to split individual transactions into installments, in a way described in these Special Conditions and Instructions for splitting into installments.

**Instructions for splitting transactions into installments** is a document which describes a process for initiating split of the transaction into installments, process steps, technical preconditions and channels of communication with the Bank for initiating transaction split into installments.

**SMS CARD ALARM** - is a service available to the Cardholders allowing them to receive text messages via their mobile phone in respect of each authorised card transaction in accordance with the Instructions for splitting transactions into installments.

Billing period - a period for which calculation of outstanding balance and liabilities is performed, i.e. for which the client is provided card statement with overview of due and undue liabilities, and is equal to each calendar month during the card use period.

CVV2 code - means a three-digit number on the back of the card used for the card verification in online payments.

Daily Limit - means a daily allowed amount of funds and number of transactions for withdrawing cash and paying for goods and services.

Credit Limit - is a contractually agreed amount of funds made available by the Bank to the Cardholder.

Card Statement/transaction report - means an overview of information on individual payment transactions, due and undue liabilities per all spending models, booked payments of the cardholder, executed for a billing period and submitted to the card holder.

**3D Secure okruženje** - Mastercard SecureCode / Verfied by Visa, the Bank provides additional security for client online payment transactions through additional validation of the Cardholder'a identity.

Contactless - Easy payment. It's necessary to put the payment instrument on the device (POS / ATM) where the acceptor has enabled contactless payment.

## II. GENERAL CONDITIONS

- 1. The rights and obligations of the Cardholder are regulated by the Contract on Issuance and Usage of Credit Cards, the SC for Credit cards and Tariff of fees for debit and credit cards for individuals, entrepreneurs and agriculturists, and Tariff of fees for debit and credit cards for private individuals and entrepreneurs (hereinafter referred to as: **Tariff of fees**).
- 2. The cards are the property of Unicredit Bank Belgrade JSC, issued to the name of the Cardholder who may not give it away for use to third parties.



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- 3. The Bank issues to the private entities a nationally valid card to be used to pay for goods and services, the receipt of funds and withdraw cash in the territory of the Republic of Serbia (DinaCard), as well as Internationally valid cards, which can be used to pay for goods and services, the receipt of funds and to withdraw cash within the ATM network in the country and abroad (Visa and Mastercard cards).
- 4. The cards issued by the Bank for entrepreneurs, can be used to pay for goods and services, the receipt of funds via POS terminals and online, to withdraw cash within the ATM network ain the country and abroad (Mastercard credit cards).
- 5. The Cardholder is obliged to provide on the day of maturity of liabilities sufficient cover on his/her current account or Card repayment account.
- 6. The main cardholder is responsible for the usage of his/her card as well as for the use of additional cards in accordance with these SC for Credit cards.
- 7. The Cardholder is liable for the accuracy of all information provided to the Bank and obliged to notify any change in the information from the Application to the Bank in a way defined by the General Conditions for providing payment services to Private Individuals Entrepreneurs and Agriculturists.

# III. INTEREST RATE, FEES AND COSTS

- 1. The Bank shall agree, calculate and charge the interest on cards in accordance with the Contract and these SC for Credit Cards
- 2. The interest may be stated on annual, monthly or daily basis. The calculation of the nominal interest is done by applying the straight-line method. When calculating the interest, the Bank applies the actual number of days in the month against a 360-day year. The nominal interest rate applied by the Bank may be fixed or variable and for each type of cards is described in details in the Contract on Issuance and Usage of Credit Cards.
- 3. The amount of variable nominal interest rate may depend on the contracted variable elements, or of variable and fixed, except that the variable elements are those that are officially published, namely:
  - i. reference interest rate,
  - ii. the consumer price index.
- 4. The fees and costs charged by the Bank may be fixed or variable. The amount of costs and fees, the method and dates of payment are stipulated in the Fee Tariffs and Contract on Issuance and Usage of Credit Cards.

#### IV. CARD ISSUANCE

- 1. The Bank issues the card on the basis of previously submitted Application for the issuance of the credit card by the Cardholder (hereinafter referred to as: Application) and the concluded Agreement on the issuance and use of credit card (hereinafter: the Contract).
- 2. When Client is applying for the Card, the Bank will open Transaction account (Card repayment) in RSD, which is the account for covering liabilities from using card and this is the only purpose of that account.
- 3. The Bank reserves the right to reissue cards without a previously signed application of the User only in the following cases: replacement of a card, the product's migration to new technological solutions, or in the case of increasing the level of product protection and the user of the card, to which the user expressly agrees by signing a certificate when collecting the card and PIN.
- 4. The Bank may, upon application of the primary Cardholder, issue additional cards. The costs incurred by using of additional cards are charged to the account of the primary card, in accordance with the Tariff of fees.
- 5. Upon issuance the Bank delivers the Card and the PIN (personal identification number) to the Cardholder. The Bank bears risks related to delivery of the card and PIN to the Cardholder. The card can be used upon its activation, with mandatory prior validation of Cardholder's identity. The Cardholder must sign the card immediately upon receipt. An unsigned card is invalid, and any financial consequences in the event of misuse of an unsigned card shall be borne by the Cardholder. The Cardholder is obliged to keep the assigned PIN secret and to take all reasonable and appropriate measures to protect it, in order to protect the card against abuse, which in particular means the prohibition of accepting assistance from third parties when typing the PIN at an ATM or at a point of sale. Also, it is especially important not to write PIN on the card or on any other document that is kept with the card. The Cardholder shall bear the financial consequences of misuse of the card in the case the card is kept and used negligently.
- 6. When making the card, the period of validity term indicated on the face of the card in the format MM/YY shall be decided on. The period of validity of the card expires on the last day of the month indicated on the card at 24:00 hours.
- 7. If the Cardholder fails to cancel the use of the card no later than within 60 days before the expiry date and uses it in accordance with these SC for Credit cards, upon expiry the card will be automatically renewed with a new validity term and delivered to the cardholder under condition of renewed credit limit and valid Contract with the Bank. If the Cardholder has ceased to fulfil the conditions in accordance with applicable laws and internal regulations of the Bank, or the Contract expired without a new one being signed, the card will not be automatically delivered to the Cardholder.
- 8. Considering the specificity of the card and the different level of functionality of certain types of cards, which primarily relates to the authorization of offline transactions, authorizing the



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transaction without checking the avaible funds by the Bank, and according to the purpose for which the client plans to use the card, The Bank reserves the right to reject the request for issuing a particular type of card if it determines the existence of a risk or the client refuses to fulfill the required prerequisites by the Bank for the use of a specific card.

#### V. RIGHT OF CARDHOLDER TO WITDRAW FROM CONTRACT ON ISSUANCE AND USAGE OF CREDIT CARD

- 1. The Cardholder has the right to withdraw from the concluded Contract on Issuance and Usage of credit cards within 14 (fourteen) days from the day of conclusion, without giving any reasons for withdraw, by delivering a notice to the Bank in writing with the obligation of proof of delivery.
- 2. The date of receipt of the notice by the Bank shall be the date of withdrawal from the contract by the Cardholder.
- 3. The user who withdraws from the concluded Contract shall immediately, and no later than 30 (thirty) days from the date of notification, return to the Bank part of the used credit limit and accrued interest and fees charged for the period until the withdrawal.

#### VI. CARD USAGE

- 1. The card may be used at all places where its logo/brand is displayed, namely: MasterCard, DinaCard and Visa, such as the card type: debit, credit or business.
- 2. The card whose term of validity expired must not be used further.
- 3. The Cardholder is not entitled to give the card as collateral or security instrument for the payment.
- 4. If the Cardholder has been denied by the Bank the right to use the card, he shall at the request of the seller of goods and/or services (Acceptor) or the paying bank, hand over the card.
- 5. The Cardholder shall, when purchasing goods and/or services at the point of acceptance that is equipped with a POS terminal, personally enter his PIN, if so requested by the Acceptor. The Cardholder must not tell his PIN to the Acceptor or to any other person.
- 6. The point of sale issues a copy of the slip/receipt for executed payment and the Cardholder is required to sign the copy the slip/receipt in the way he signed the card and the slip/receipt remains with the Acceptor.
- 7. In addition card (based on payment and cash withdrawals) can be debited, but card can also be initiated a credit transaction approval, which imply the inflow of the funds on the account linked to the card.
- 8. With his signature, the Cardholder guarantees that the amount is correct and that he will settle it in accordance with the SC for Credit cards. A copy of the slip (receipt) shall be retained by the Cardholder, in case of complaint. The use of PIN shall be considered the Cardholder's signature.
- 9. The Cardholder may withdraw cash at bank counters, post offices and at ATMs using a PIN. The possibility to withdraw cash, in terms of the part of the approved credit limit which can be used for this transaction type, is limited in accordance with the Tariff of fees. The Cardholder has the possibility to change the PIN, within the Bank's network of ATMs in the territory of the Republic of Serbia. In order to increase safety, the Bank defines daily, weekly or other limits (in terms of amount and number of transactions) for withdrawal of cash or payment for goods and services from the card account according to the applicable Tariff of fees. The Cardholder may request a change of limits and/or the number of transactions, by signing the Request at the branch or by sending a Request via e-banking or using the functionality in this regard, witin the mBanking application, previously enabled by the Bank. The Bank independently decides on the change of the assigned limit and is not obliged to explain its decision.
- 10. The cardholder can check the account balance or the balance of available funds by means of a query on an ATM, with payment of fees in accordance with Tariff of fees.
- 11. Electronic records from ATM and POS terminals (logs) are proof of the transaction.
- 12. Cardholders of credit cards for private entities have the possibility to split every payment for goods or service at the point of sale or through Internet, as well as every cash transaction at ATM or bank branch, in the amount higher than 3,000 RSD, split into 3, 6 or 12 monthly installments, in the way and under conditions provided by the Instructions for splitting transactions into installments. These Instructions are delivered to the Cardholders at the moment of the card delivery, and are also available at the web site of the Bank <a href="https://www.unicreditbank.rs">www.unicreditbank.rs</a>, in the part describing credit cards for individuals, section Split of the transaction into installments. Split into installments is possible with the appropriate fee, defined by the Tariff of fees. Precondition for initiating split of the transaction into installments is active SMS CARD ALARM service. Activation of this service is done by signing Request for SMS CARD ALARM/Request for use/modification of the current account package, at the time of submitting Application for card or in the period after the issuance of the card.
- 13. The cards of UniCredit Bank may not execute transactions in foreign sites registered for gambling.
- 14. The Bank retains the right to limit the use of 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 card;
  - ii. if there is a doubt with regard to unauthorised or fraudulent use of the card. 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.



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- iii. in the case when transactions on POS terminals and ATM are made by the card, where a compromising activity was previously recorded (placing the skimmer, misuse of data, etc.), The Bank permanently blocks the card, makes a decision on re-issuance of the card in which case it shall automatically re-issue the card to the Cardholder, free of charge.
- iv. after three consecutive attempts of entering the wrong PIN.
- 15. Depending on the circumstances mentioned in the preceding paragraph, the Bank may temporarily or permanently block the card.
- 16. The Bank shall notify the Cardholder of its intention to block the card and the reasons for the blockade by email or by calling or sending an SMS to the phone number that the Cardholder submitted to the Bank as a contact, and if it is unable to notify the Cardholder before the blockade of the card, it is obliged to do so immediately after the blockade. The Cardholders of SMS Card Alarm service are automatically sent an SMS notification on the blocking of the card.
- 17. The Bank shall not notify the Cardholder about an intention of blockade or of card blocking if giving such notifications is prohibited by law or if there are justifiable security related reasons.
- 18. The Bank will again enable the use of the card or will replace it with a new one once the reasons for its blocking cease to exist.
- 18. In order to protect the Cardholder in case of online payments, the Bank will create a special payment code for online payments in 3D Secure environment-ie-Mastercard SecureCode/Verfied by Visa.
- Cards from Visa and Mastercard program provide payment on the Internet in a 3D Secure environment with additional validation of the Cardholder's identity through one-time password sent to the Cardholder via SMS, or through e-banking and m-banking using biometrics. The precondition for one-time password sending is an active SMS card alarm or SMS info service. Users registered for SMS Card Alarm or SMS info service, a one-time password will be delivered to the phone number that the User reported to the Bank for that service. The user is responsible for updating the contact information in terms of the mobile phone number that the was reported to the Bank for the use of the SMS Card Alarm or SMS info service and is aware of the fact that this service is necessary if Cardholders plans to pay with card on the Internet on sites that support the 3D Secure environment. If the customer does not receive a one-time SMS message when paying online on sites that supports 3D secure environment, it is necessary to contact the Bank in order to check and update the mobile phone number.
- The cardholder is responsible for keeping the password and performing all activities by using the received password. The cardholder is not allowed to transfer or allow access to the same to a third party. In case of lost or stolen card, any unauthorized use of a password or other data for verification, or in case of any other security breach, the cardholder is obliged to notify the Bank immediately. The Bank shall not be liable for any loss or damage arising from the Cardholder's failure to comply with the terms and conditions for the provision of this service.
- The cardholder is financially responsible for any use of Mastercard SecureCode / Verifed by VISA, especially considering that these are additional security measures for performing payment transactions via a payment card on the Internet, which guarantee the adequate identification of card users who as such do not may be called into question if the user complies with the rules for using a payment card in a 3D secure environment that is determined by this SC for Credit cards.

### VII. TRANSACTION, AUTHORISATION AND CARDHOLDER'S PAYMENT OBLIGATION

- 1. All debits/credits authorisations resulting from the use of cards are made in the local currency, i.e., in dinars, and so the amount of reserved funds for debits/credits transactions in other currencies, until the posting of the transaction, may differ from the original amount.
- 2. The accounting currency of the Bank for debits/credits transactions made abroad is EUR, and for transactions in the country RSD. All transactions that the Cardholder makes abroad by an internationally valid card outside the euro zone are subject to conversion from local currency to euros according to the exchange rates applied by the associations Visa and MasterCard.
- 3. All obligations per cards incurred by debits/credits transactions executed in the country or abroad are calculated in dinars by the selling rate of the Bank on the day of transaction processing. If it is credit transaction conversion is done by Bank's bid rate.
- 4. If, after the expiry of 60 days from the date of the transaction made by using the card, no change is recorded in the account of the Cardholder, or the change is not recorded in the Statement, the Cardholder shall, without delay, notify the Bank. The Bank shall ensure the refund of the amount or a correct execution of the payment transaction if the Cardholder has notified the Bank about the unauthorised, failed, or incorrect execution of the payment transaction and/or has requested the correct execution of the payment transaction, immediately after becoming aware of such payment transaction, provided that he has delivered such notification and/or request within 13 months after the debit date.
- 5. The Cardholder agrees and authorises the Bank to collect the outstanding liabilities incurred by operations with cards also from other accounts that the Cardholder has opened at the Bank.
- 6. The Bank shall not be liable for damage caused by circumstances that it cannot influence (power failure, failure of ATMs, omissions and/or inaction by other banks, payment institutions and retailers, etc.).
- 7. The Cardholder is aware and accepts that the use of cards for payment by electronic means (Internet, MO/TO (mail order and telephone order) transactions, etc.) carries the risk of abuse that exists when communicating the card number and other personal data through the public network and all financial consequences caused by such abuse shall be borne by the Cardholder.
- 8. Before the execution of a transaction on the Internet the Cardholder must become aware whether the merchant through which he makes an online transaction has registered POS in the country or abroad, and based on such knowledge to become aware whether the underlying transaction will be delivered to the Bank as an international or domestic transaction. The Bank



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will not bear any expenses, exchange loses, nor have any liability for transactions executed on the Internet, on POS terminals that are in the system outside Serbia, for which the Cardholder has not obtained all the necessary information before the execution of the transaction which caused disagreement of amounts presented to the Cardholder at the execution of the transaction and the posted transaction amount. All information on the transaction performed by the cardholder with a card issued by the Bank, presented by the merchant during its realization, especially information on the transaction currency, applied conversion rate, etc., as well as information on the conditions under which the merchant provides the service, are not binding for the Bank, nor can the Bank have them available and as such present them to the cardholder in advance.

- 9. The Cardholder shall authorise the Bank to charge the account for the "Card not present" type of transaction, failing to result in the standard receipt/slip. Also the cardholder shall authorise the Bank to debit his account for transactions executed with a card based on the authorization made in the so-called offline regime.
- 10. When initiating a payment transaction with a card, the Bank authorizes the transaction and for authorized transactions conducts simultaneous reservation of funds in the account/accounts linked to the card, in accordance with the rules defined by these Special Conditions. Upon receiving the debit order from the payee's payment service provider, the Bank will book the transaction, i.e. debit the account/accounts linked to the card and cancel the reservation.

When conducting payment transactions using a card, cardholders should bear in mind that specific scenario that might appear in Card Business, i.e. certain situations where the authorized amount and the final amount of transaction delivered to the Bank in the form of debit, may differ significantly, which may impose that bookings for authorized transactions are not automatically released, i.e. annulated. Such situations may occur in the following circumstances:

- When booking hotel and hotel accommodation, additional services are often added to the final amount, and this is the reason why authorized transaction is higher than final amount
- Rent-a-Car agencies can additionally charge fuel costs, vehicle damage, traffic violations, thereby changing the amount of the final charge and the authorized amount
- Automatic petrol stations operate in such a way that transactions are authorized for a certain amount, whereas subsequently the actual amount due to consumption, is sent to the Issuing bank
- The purchase of airline tickets, in a situation where the customer buys more than one ticket, is most often processed by the merchant in several individual transactions, for each ticket separately, while the authorization is made in total amount.

In case when Bank does not cancel the reservation on above described manner, System will release the reservation, after the expiration of deadline set by the international standards for Card operations as the deadline for delivery of debits on performed transactions by payment service providers of the payee or merchants. The stated deadlines depend on the place where the transaction was concluded, so for ATM transactions it is 5 working days, for POS terminal it is 7 working days, but they can also depend on the type of merchant, so in the case of Rent a car Agency, it is 30 days. Authorization has been systematically released after a predefined deadline, and cardholder is obliged to monitor debit of his/her account and to provide sufficient funds in order to enable settlement of the card payment transaction, in case that the reservation is released without prior charge for the specific payment transaction. If cardholder recognizes that reservation has been released without debit the account due to the transaction made or the debit was posted without releasing the reserved funds, it is necessary to contact Bank immediately in order that bank execute necessary checks and availability of funds at cardholder account and aligned it with actual status. When performing payment transactions by card, cardholder should also bear in mind that, the date of debit of account may differ from the date when the payment transaction was concluded.

### VIII. REPAYMENT MODELS AND ORDER OF CLOSING THE OBLIGATION

- 1. The cardholder is required to settle his obligations to the Bank regularly, on a monthly basis unless otherwise specified.
- 2. The Bank shall submit to the cardholder once a month a Statement on new obligations (hereinafter referred to as: Statement) to notify the Cardholder of all transactions and fees resulting from the use of primary and/or additional card in the country and abroad for the previous month, the amount of current taxes for accounting period, the minimum amount to be paid, the amount of instalments (if the purchase model in instalments with MasterCard and DinaCard cards for individuals is used) as well as the maturity of monthly liabilities.
- **3.** The models of repayment of debt on the cards:
  - Revolving model for individuals and entrepreneurs:
  - "The minimum amount for payment" a mandatory part of the payment. If the Cardholder provides on his account for repayment the minimum payment amount or an amount greater than the minimum amount to be paid, and less than the current debt within that period, the interest will be calculate for each transaction from the previous month from the day of processing until the last day of the month, as well as interest on the debt at the beginning of the month to which the statement relates, reduced for eventual payment until the last day of the relevant accounting period. For each day of default in repayment of outstanding liabilities, default interest will be accrued.
  - "Current debt" if the amount of the Current debt is settled by maturity date specified in a statement, the interest is not charged, whereby the Bank gives the Cardholder the possibility of a grace period.
  - ii. Instalment purchase (model for individuals) if the amount of the due instalments is settled by the maturity date specified in the statement, the contracted interest is not charged.

    After due date, unpaid portion of due instalment is treated as revolving balance to which contractually agreed interest is applied.



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- ii. Charge model for entrepreneurs:
- "The current debt" equals total debt during the accounting period, which is due in full. For each day of delay in repayment, contracted interest shall be calculated.
- **4.** Schedule of closing the obligations:
  - i. Due liabilities (first revolving debt, then debt divided into instalments)
  - Outstanding liabilities (first revolving debt, then debt divided into instalments)
- 5. All payments made during the month in the amount that is higher then the "Current debt" stated in the last Statement, the closing of the obligations shall be performed in the order specified in the previous paragraph. In these situations, depending on the amount of the payment, it may also lead to the closing of liabilities of undue installments, for transactions that user previously divided on rates. In that case repayment period can be reduced, such as a reduction in the number of remaining installments, since the closure of debt is made starting from the installments that comes last, and will be reflected in the closing of undue liabilities on the basis of installments at the moment when the total liability for undue installments is less than or equal to the amount of higher amount paid. The payment of a larger amount from the amount of the due obligation that is shown on the statement that the Bank delivers to the user on a monthly basis, represents the personal determination of the Cardholder and the Bank will booked the payment in order to close the obligations in a way determined by these Special Conditions and which as such can not produce any liability on the part of the Bank.
- 6. All authorization transactions that are credited to the Card repayment account, regardless of whether they are initiated by the Cardholder or the merchant on the basis of a business relationship with the Cardholder, are treated as card repayments, used to close obligations in the order specified in these Special Terms and cannot annull previously used repayment models for which the Cardholder has opted (for example payment of funds by the merchant for the return of funds for a previously executed transaction previously divided by the user in installments cannot be used to close a specific transaction or cancel installments, but the funds can only be used to close card liabilities according to the debt structure at that time)
- 7. Cardholder agrees that the Bank will deliver monthly card statements via a channel of communication which client selected. In case that Cardholder didn't received the Statement until the 15<sup>th</sup> of the month, and last month he used the card or have some obligation from previous period, Cardholder is obliged to immediately notify the Bank.
- 8. The cardholder can at any moment prematurely repay total debt free of charge and address the Bank with the request to terminate the Contract and close the card, so that the Contract in question shall cease to produce legal effect. Repayment of the credit limit in use, in full, without submitting a request to close the card, cannot be considered as termination of the Contract, nor does it imply that the Contract ceases to produce legal effect.

#### IX. CARDHOLDER'S RIGHT TO CHECK TRANSACTIONS AND COMPLAINT

- 1. The Cardholder/person named on the card is obliged to save and present a copy of a slip/receipt for the eventual checks of a transaction made.
- 2. The Cardholder/person named on the card is obliged to deliver the Transaction Check Request (hereinafter referred to as: the Check Request) in written form or in person to a Bank's branch as soon as he/she becomes aware of it, but no later than 13 months of the transaction date.
- 3. The Cardholder/person whose name is on the card who addressed the Check Request, is entitled to be released from any cost if it is established that the request is founded, whereby the transaction amount is credited to the Cardholder's account following completion of the process.
- 4. Upon termination of the Bank's about submitted Request, the User will be informed of the result, and if he is not satisfied with the performed checks or the result of the proceeding, he / she has the right to complain to the Bank, who submits in the manner defined by this SC for Credit cards.
- 5. If it is established that the Check Request is unfounded, the Bank will charge the Cardholder for all operational costs incurred due to the process thereof according to the relevant Fee Tariff.
- 6. Any complaints regarding the quality of goods and/or services paid by a 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.
- 7. The Cardholder shall have the right to submit a complaint with the Bank, only in writing, if he believes that the Bank is not complying with the law and other regulations governing payment services and e-money, provisions of these SC for Credit Cards, good business practices, as well as the obligations from the contract concluded with the Cardholder
- 8. The Cardholder have the right to complain within a period of three years from the day his rights or legal interests have been violated in accordance with previously stated. If the Cardholder is filing the complaint after the stated deadline has expired, Bank will inform him that the complaint is submitted after the deadline and that it is not obligated to consider the complaint.
- 9. The Cardholder may submit a complaint in one of the following ways:



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- 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.

Stakeholders and Service Intelligence Unit

11000 Belgrade

- iii. By e-mail at: josbolje@unicreditgroup.rs
- iv. Through the Bank's website.
- 10. A complaint must contain information about the complainant based on which it will be possible to identify the complainant i.e. determine the business relationship with the Bank to which the complaint relates, as well as reasons for submission of complaint.
- 11. If the complaint is submitted through the proxy, along with the complaint, delivery of a special power of attorney is obligatory, by which the Cardholder authorizes the proxy to submit a complaint to the Bank on his / her behalf regarding the specific business relationship with the Bank, and to undertake activities in the complaint management procedure, and by which Cardholder is authorizing the Bank to provide to the proxy information and / or documentation which are consider as banking secret or business secret.
- 12. For the written complaints submitted to the Bank electronically, via dedicated e-mail or website, Bank will confirm the receipt via e-mail on the same day when the complaint is received, while for the complaints received after the regular opening hours of the Bank, complaint shall be considered to have been received on the next business day, of which the complainant shall be informed in the confirmation of receipt of the complaint.
- 13. The Bank shall provide the complainant with a clear and understandable response to the complaint, in writing, no later than 15 days from the day of receipt of the complaint. If, for reasons not depending on its will, the Bank is unable to submit a response within the specified period, that period may be extended for no more than 15 additional days, about which the Bank shall inform the complainant in writing within 15 days of receipt of the complaint. In its notification, the Bank shall clearly and understandably present the reasons due to which it is unable to provide a response within 15 days of receipt of the complaint, as well as the final deadline for its response.
- 14. The Bank shall not charge the complainant a fee, or make any other charges for acting upon his complaint.
- 15. In case that the complainant is dissatisfied with the response to his complaint, or that response was not provided within the previously indicated time limit, prior to initiating a lawsuit, the complainant may submit a complaint with the National bank of Serbia, in writing by using the complaint form in National Bank of Serbia website or by post. The complainant may submit that complaint within six months from the date of receipt of the response of the Bank, or the expiry of the time limit set for responding to the complaint.
- 16. In the case that the complainant is dissatisfied with the response to his complaint, or that the response was not provided within the set time limit, his controversial relationship with the Bank can be resolved in extra-judicial proceedings i.e. by mediation. Once a mediation procedure is initiated, a complaint may no longer be filed with the NBS, however, the time limit set for its submission shall not run for the duration of the mediation process.
- 17. The mediation process, before the National bank of Serbia, is initiated at the request of one of the parties in the dispute that is accepted by other party. This proposal, which Cardholder submits to the National bank, must include the deadline for its acceptance that may not be less than five days and no longer than fifteen days, starting from the day of submitting the proposal.
- **18.** A mediation process shall not preclude or affect the exercise of the right of the complainant to court protection.

### X. DAMAGED, STOLEN OR LOST CARD

- 1. The Cardholder must, without delay urgently upon learning of the lost or stolen of the card, report it to the Bank and request from the Bank to block the card's further use.
- 2. The customer reports the lost/stolen card by telephone to the number of Contact Centre +381 11 3777 888. Following the report of the card lost/stolen, the Cardholder shall confirm such report by filling in the appropriate form in the nearest Bank branch or using e-banking and m-banking application.
- 3. In the case that a lost or stolen card is returned to the Cardholder or the Cardholder has found it, he must notify the Bank thereof. If there is a blockade of the card, based on the previously reported stolen or loss of the card, the Cardholder can request its activation and continued use.
- 4. In the event that the card is destroyed/damaged, the Cardholder is obliged to notify the Bank in writing thereof by filling out the appropriate form in the branch of the Bank where the card is issued.
- 5. In the case of destruction/damage to the card, the Cardholder will be awarded a new PIN code with a new card.
- 6. In the event that there has been an unauthorised use of the card or of the data from the 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 may bear the loses as a result from the unauthorised use up to a maximum of RSD 3,000.
- 7. The Cardholder shall bear all loses in connection with any transaction executed by means of abuse which he does himself, and shall bear the loses made as a result of failing to fulfil his obligation to immediately inform the Bank of the lost, stolen and misuse of the card, the obligation to adequately keep his/her card and the PIN code, as well as other obligations under



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these SC for Credit cards.

8. The Cardholder shall bear no loses arising from transactions executed after reporting to the Bank the lost, stolen or unauthorised use of the card or card data, unless he committed abuse or participated in abuse or acted with a fraudulent intention.

#### XI. CARD CANCELLATION

- 1. At the written request of the Cardholder, the Bank shall cancel the use of the card free of charge.
- 2. If the Cardholder does not comply with the obligations of the Contract and these SC for Credit cards, the Bank may deny the right of use to the Cardholder.
- 3. The Bank reserves the right to cancel the produced card which Cardholder does not collect within 12 months of production without a specific written request of the Cardholder.
- 4. All transactions concluded until the day of return of the card, as well as any expenses shall be borne by the Cardholder.
- 5. The Cardholder is entitled to have his/her account terminated free of charge. The card account can be closed provided that the Cardholder has previously settled all the obligations under the Contract.

# XII. FINAL PROVISIONS

- 1. By signing the Contract, the Cardholder agrees and authorises the Bank to charge its RSD current account or foreign currency account for all transactions and fees arising from usage of the card and in accordance with the relevant Fee Tariffs.
- 2. By signing the Contract, the Cardholder acknowledges that he/she is familiar with and concordant to all the provisions of the SC for Credit Cards and the relevant Fee Tariffs.
- 3. The Bank shall reserve the right to amend these SC for Credit Cards, upon giving a prior notice to the Cardholder. Anything not provided by these SC for Credit Cards, shall be governed by the Bank's General Conditions for providing payment services to Private Individuals Entrepreneurs and Agriculturists and General Business Conditions for Private Individuals, Entrepreneurs and Agriculturists General Part.
- 4. In case of any dispute, Court in accordance with the law will be competent.
- 5. These SC for Credit Cards have been drafted in accordance with the Payment Services Act and the regulations of the Republic of Serbia and are available on the Bank's webpage <a href="https://www.unicreditbank.rs">www.unicreditbank.rs</a>, as well as at all Bank's branches.
- 6. These SC for Credit Cards have been drafted in Serbian and English. In the case of any inconsistencies between the Serbian and English versions, the Serbian version will prevail.
- 7. The provisions of these SC for Credit Cards shall come into force on the date of their adoption by the Bank's Supervisory Board, and shall apply as of April 1<sup>st</sup>, 2021.

Management Board of UniCredit Bank Serbia JSC Belgrade