

# **SPECIAL CONDITIONS FOR DEBIT CARDS TO COMPANIES UNICREDIT BANK SERBIA JSC BELGRADE**

**Belgrade, 28<sup>th</sup> of October 2019**

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**Recital:**

UniCredit Bank Serbia JSC, Belgrade, as the debit service provider (hereinafter referred to as: the Bank) by way of these Special Conditions for Debit cards to Companies (hereinafter referred to as: the SC for Debit cards) shall govern mutual rights and obligations of the Bank and the Cardholders regarding the conditions for debit card issuance and use.

**I. MEANING OF CERTAIN TERMS**

**Cardholder** - means a company (resident and non-resident) that have been used or using a debit card or has had an application for debit card issuance within the Bank.

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

**Debit Card** - in terms of these SC for Debit cards is debit card which represent a debit instrument, which allows the Cardholder to pay for goods or services either through/ debit/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 debit cards at an acceptor's points of sale. It constitutes an integral part of an electronic system for debit card transaction acceptance and processing.

**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. The division of the transaction is possible write upon receipt of an SMS message with the details of the transaction, but not later than the last day of the month when the transaction is completed.

**CVV2/CVC2 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.

**3D Secure environment** - Mastercard SecureCode / Verified by Visa, the Bank provides additional security for client online payment transactions using a security password.

**II. GENERAL CONDITIONS**

1. The debit cards are the property of UniCredit Bank Serbia JSC and they are issued under the name of the person in question, who may not give it for use to any third parties.
2. The Bank shall issue debit cards for companies which may be used for paying/goods and services at POS terminals and online, the receipt of funds, for withdrawing cash in the territory of the Republic of Serbia and internationally, namely: DinaCard business debit (debit card where in the domestic debit transactions processing, clearing and settlement is done in the payment system in the Republic of Serbia), Visa Business Electron/Visa Business and Visa Business Gold.
3. The Cardholder is obliged to provide a cover in the RSD and or foreign currency (current) account at the time of making a transaction using the debit card.
4. The Cardholder is liable for using all cards issued by the Bank in accordance with these SC for Debit cards.
5. 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 writing.
6. Any consequences and costs arisen due to failure to report changes shall be incurred by the Cardholder.

**III. DEBIT CARD ISSUANCE**

1. If the owner of current account apply for debit card that is linked to his account, the Bank is obliged first to issue a debit card where in the domestic payment transactions processing, clearing and settlement are performed in the payment system in the Republic of Serbia. In accordance with the above mentioned, the issuance of a debit card where in the domestic debit transaction processing, clearing and settlement are performed in the Republic of Serbia is a prerequisite for applying for any other type of debit card that the Bank has in its offer.
2. The debit card issuance process shall involve the following: filing of the Application, production and serving of a debit card.

3. For SME clientsThe Bank issues the debit card on the basis of previously submitted written Application for the issuance of the debit card by the Cardholder (hereinafter referred to as: **Application**), for Corporate client beside Application it is necessary to conclude the Contract on Issuance and Usage of debit card with the Bank.
4. The Bank shall reserve the right to issue debit cards without the application signed by the Cardholder in the following instances only: in case of problem in card functioning, product migration to new technological solutions, or in the instances of a higher-level product or Cardholder protection, whereby the person authorised by the Cardholder to take over the card shall give the Cardholder's consent by signing the card and PIN acceptance certificates.
5. In case plastic of the debit card is destroyed/damaged, the User is obliged to inform the Bank in writing form in the Bank branch in which the card is issued. When replacing the damaged plastic, the new PIN code will be delivered to the user.
6. The person named on the card shall be handed the card and personal identification number (hereinafter referred to as: **the PIN**), and he/she is obliged to sign the Card and PIN Acceptance Certificates at the Bank's sub-branch.
7. The person named on the card is obliged to sign the card upon receipt. A card that is not signed shall not be valid and financial consequences, if any, in the event of fraud involving an unsigned card shall be borne by the Cardholder. The person named on the card is obliged to keep the assigned PIN confidential, and to take all reasonable and appropriate measures for the protection thereof, in order to protect the card from fraud, in particular in view of the prohibition to accept third party assistance in entering the PIN at an ATM or POS. In addition, it is most important that the PIN is not written on the card or any other document carried with the card. The cardholder has the possibility to change the PIN within the Bank's ATM network in the territory of the Republic of Serbia. If the Cardholder determines this possibility and makes a change of the PIN code, which is handed over to him by the Bank, he is obliged to establish the newly defined PIN in a way that it meets the minimum security standards in terms of the adequacy of the numeric code. In such situations, where the User changes the PIN code initially, he also assumes responsibility for all possible financial consequences that may occur if he improves the PIN code by third parties by inadequate selection of the numerical combination and in this way enables abuse of the debit card. The Cardholder shall incur all financial consequences of debit card fraud in the event of undue debit card safeguarding or using by the person named on the card.
8. The Bank is obliged to keep the PIN in a closed envelope until serving it to the Debit cardholder only, i.e. the person authorised by the Cardholder to take over the debit card and such person shall bear the risk of the debit card and PIN delivery.
9. Beside standard PIN delivery with card in the Branch, client have ability to choose PIN delivery by SMS. Precondition for such delivery is active SMS Card Alarm service
10. When producing the debit card, the validity shall be determined as embossed on the face of the card in the format MM/YY. The card shall expire on the last day of the month embossed on the card at 24:00 h.
11. After the debit card expiration date where in the domestic payment transactions processing, clearing and settlement are not performed in the payment system in the Republic of Serbia, such card can be reissued only by new request in a written form, only if the user has already issued a debit card for the initiation of debit transactions from the same current account where the processing, clearing and settlement are performed in the domestic payment system in the payment system in Republic of Serbia

#### IV. CARD USAGE

1. The debit card may be used at all places where its logo is displayed, DinaCard/VISA/VISA Electron, displayed.
2. An expired debit card may not be used any longer.
3. The Cardholder/person named on the card is not entitled to post the debit card as pledge or collateral for debits.
4. If the Cardholder/person named on the card is deprived by the Bank of the right to use the debit card, he/she is obliged, as requested by a seller of goods and/or services (Acceptor) or paying bank, to surrender his/her debit card.
5. The person named on the card is obliged, when paying for goods and/or services at an acceptor's point equipped with a POS terminal, if the card is based on CHIP technology personally enter his PIN, or his signature if the card is based on magnetic stripe technology.
6. It is considered that the User, as a business entity having a business relationship with the Bank for providing payment services, authorized all the persons for which he requested the issuance of a debit card, to dispose with the funds from the account for which the particular card is linked, only by using a specific debit cards, without the need for a special authorization. For concluded transaction, the merchant shall issue a copy of the slip/receipt and the person named on the card is obliged to sign the copy of the slip/receipt for the Acceptor, as he/she has signed the debit card. By his/her signature, the person named on the card shall guarantee that the amount is correct and that the Cardholder will service it in accordance with the SC for Debit cards. A copy of the slip (receipt) shall be retained by the person named on the card for complaint purposes. The use of PIN shall be deemed to constitute the signature of the person named on the card.
7. In addition debit card (based on debit and cash withdrawals) can be debited, but debit card can also be initiated a credit transaction approval, which imply the inflow of the funds on the account linked to the debit card. Client can dispose with approved funds resulting from the usage of debits card, only after Bank receives them, ie.after the funds are posted on his account.

8. The person named on the card may withdraw cash at the bank or post office tellers, as well at ATMs by entering his/her PIN. The person named on the card may change the PIN within the Bank's ATM network in the territory of the Republic of Serbia. With a view to heightening security, the Bank shall define a daily, weekly or other limit (in respect of the amount and number of transactions) for withdrawing cash or paying for goods and services from the card account according to the Tariff for general banking services for corporate client, Tariff for general banking services for SME clients and Tariff for debit and credit cards for entrepreneurs. The Cardholder may request a change in limit and/or number of transactions by signing the Application or sending it via e-banking. The Bank shall independently adopt a decision changing the set limit and shall be under no obligation to explain its decision.
9. The person named on the debit card may check the account balance, i.e. available funds in the card account by ATM enquiry, charged according to the related debit card Fee Tariff.
10. ATM and POS electronic records shall constitute proof of a transaction made.
11. The debit cards of UniCredit Bank may not be used for transactions on foreign websites registered for gambling.
12. The Bank shall reserve the right to limit debit card use (block it) in accordance with the General Conditions for providing payment services to companies, as well as in the following instances:
  - i. if there are justifiable reasons pertaining to debit card security
  - ii. if there is suspicion of unauthorised debit card use or its use for the purpose of fraud. In the event of suspicious transactions, the Bank shall block the card until the person named on the card confirms the transaction authentication as his/her own, by calling the phone number on the back of the card.
  - iii. In the event when a card is used for making transactions at POSs or ATMs, with prior compromising activities recorded (skimmer set-up, data abuse, etc.), the Bank shall permanently block the card, adopt a decision reissuing the card in the case of which the Cardholder/person named on the card shall be automatically reissued the card, free of charge.
  - iv. if there is an increased risk that the Cardholder may not be able to perform its payment obligation when the debit card use is associated with the approval of authorised overdraft in the Cardholder's account.
  - v. following three consecutive unsuccessful PIN entries.
13. Subject to the circumstances above, the Bank may temporarily or permanently block the card.
14. The Bank is obliged to notify the Client who will transfer information to all authorized persons for which he requested the issuance of a debit card, about intention to block the debit card and the reasons for doing so by email or phone, or by sending a text message to the phone number provided by the person named on the card to the Bank as the contact-number, and if incapable of notifying him/her thereof prior to blocking the debit card, the Bank will do it immediately afterwards. Users of SMS Card Alarm service shall be automatically send a text message in respect of the card blocking.
15. The Bank shall not notify the Client of the (intended) blocking of the debit card if such notice is prohibited by law, or if there are justifiable security reasons therefor.
16. The Bank will make the debit card available for re-use or replace it with a new one once the reasons for the blocking thereof have ceased.
17. 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/Verified by Visa.
  - Debit cards from Visa and Mastercard program provide payment on the Internet in a 3D Secure environment with one-time password, which is sent to the Cardholder via SMS. The precondition for using this service is an active SMS card alarm service. Users registered for SMS Card Alarm, 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 service and is aware of the fact that this service is necessary if Cardholders plans to pay with credit 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 / Verified by VISA, especially considering that these are additional security measures for performing payment transactions via a debit 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 debit card in a 3D secure environment that is determined by this SC for Debit cards.

## V. AUTHORISATION AND POSTING OF TRANSACTIONS

1. All debits/credits authorisations resulting from the use of debit 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. **Transaction concluded on devices (ATM/POS) registered in the country** – calculated currency is RSD. After the transaction is submitted to the Bank, the RSD current account is going to be debited / approved first. If the User has no RSD current account linked to the card, or there are insufficient funds on that account, other current accounts are going to be debited / approved in the order in which they are linked to the card. The conversion is going to be made by Bank's bid rate on the day of processing, if it is debit transaction, or by Bank's offer rate, if it is credit transaction.
3. **Transaction concluded on devices (ATM/POS) registered a broad** – calculated currency is EUR. Transaction concluded outside EUR zone are going to be converted to EUR currency, according to the exchange rate applied by Visa/Mastercard association. If the original currency of transaction made by Visa card is different from calculated currency, the original transaction amount will be increased by 2% during conversion. Once the transaction is submitted to the Bank for posting, the EUR current account is going to be debited / approved first. If the User does not have a EUR current account linked to the card or there are insufficient funds on that account, other current accounts are going to be debited / approved in the order in which they are linked to the card. The conversion is going to be made by the Bank's offer rate on the day of processing in case if it is debit transaction, or by the Bank's bid rate, in case if it is credit transaction.
4. Exceptionally the preceding paragraph, for debit of goods and services on the merchant web sites that are tied in the Republic of Serbia and where they provide option of selecting the debt currency of the transaction, the Bank will debit Client in accordance with the information provided to the Bank by the point of sale, which depends on the business relationship of the User and the trader.
5. Within one day from the date of interbank settlement, transaction came to the Bank for processing and they are posting with same value date when settlement between banks was done (clearing and settlement).
6. The Client can dispose with approved funds resulting from the usage of debits card, only after Bank receives them, ie. after the funds are posted on his account.
7. The debit Cardholder shall have access to his liabilities, i.e., all transactions and fees incurred by the use of main and/or additional card in the country and abroad for the previous month, by means of a Statement from the dinar and foreign currency account.
8. When initiating a payment transaction with a payment card, the Bank authorizes the transaction and for authorized transactions conducts simultaneous reservation of funds in the account/accounts linked to the payment 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 payment card and cancel the reservation.  
When conducting payment transactions using a payment 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. annulled. 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.
9. If, after the expiry of 60 days from the date of the transaction made by using the debit card, no change is recorded in the current 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 debit transaction if the Cardholder has notified the Bank about the unauthorised, failed, or incorrect execution of the debit transaction and/or has requested the correct execution of the debit transaction, immediately after becoming aware of such debit transaction, provided that he has delivered such notification and/or request within 13 months after the debit date.

10. The Cardholder agrees and authorises the Bank to collect the outstanding liabilities incurred by operations with debit cards also from other accounts that the Cardholder has opened at the Bank, which do not have to be linked to the card.
11. 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, debit institutions and retailers, etc.).
12. The Cardholder is aware and accepts that the use of debit cards for debit 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.
13. 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 will not bear any expenses, exchange losses, nor have any liability for transactions executed on the Internet, on POS terminals that are located of 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.
14. 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 debit card based on the authorization made in the so-called offline regime.

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

1. The Cardholder/person named on the debit 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 Debit 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 Tariff for general banking services for corporate client, Tariff for general banking services for SME clients and Tariff for debit and credit cards for entrepreneurs.
6. 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.
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 Debit 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:
  - 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](mailto: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 considered 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.

## VII. DAMAGED, STOLEN OR LOST CARD

1. The Cardholder/person named on the card is obliged, without delay upon learning about the debit card lost or stolen, to report it to the Bank and request that the Bank block its further use.
2. The Cardholder/person named on the card shall report the card lost/stolen by telephone to the Contact centre on +381 11 3777 888. Following the report of the debit card lost/stolen, the Cardholder/person named on the card is obliged to confirm the report in writing to the Bank.
3. When debit card that was blocked previously by the client (lost/stolen) need to be reissued, it is necessary to fulfill the preconditions that was set through this SC for Debit card in the sense that the debit card in which the domestic debit transactions processed, clearing and settlement are performed in the debit system in the Republic of Serbia, has already been issued to the cardholder.
4. If the lost or stolen debit card is returned to the Cardholder/person named on the card or the Cardholder/person named on the card finds it, he/she undertakes to notify the Bank thereof. If the debit card is blocked based on the reported debit card lost or stolen, the Cardholder/person named on the card may not request that it be activated or used further.
5. If the debit card is destroyed/damaged, the Cardholder/person named on the card is obliged to notify the Bank thereof in writing by filling in a relevant form of the Bank. If the debit card is destroyed/damaged, the Cardholder will be issued a new PIN code with the new card.
6. In case of unauthorised use of the debit card or the debit card information – the Cardholder is obliged, upon learning thereof, but no later than 13 months of the debit date, to report to the Bank the transaction made through unauthorised use of the debit card, i.e. the debit card information.
7. The Cardholder shall incur all losses in relation to any transaction made by fraud committed by the persons named on the cards, and the losses arisen due to non-performance of his/her obligation to report to the Bank the debit card lost, stolen or fraud, his/her obligation to properly safeguard the card and the PIN code, as well as other obligations arising from these SC for Debit cards, which determine the rights and obligations of the User arising from the concrete business relationship with the Bank, as well as the conditions under which the debit card is issued to the User, or the rules of its use
8. The Cardholder shall not incur any losses arisen from transactions made after reporting to the Bank the lost, stolen or unauthorised use of the debit card, i.e. debit card information, unless

the persons named on the cards committed or participated in fraud or acted with an intention to defraud.

#### VIII. CARD CANCELLATION

1. As requested by the Cardholder in writing, the Bank is obliged to cancel the debit card.
2. If the Cardholder fails to perform the obligations provided under the Contract and these SC for Debit cards, the Bank may deprive such Cardholder of the right to use the card.
3. The Bank shall reserve the right to the produced card which the Cardholder fails to take over within 12 months of production, and terminate it without any explicit written request by the Cardholder.
4. All the transactions made by the card return date/submission a request for closing the current account for which the card is, including related costs, if any, shall be incurred by the Cardholder.

#### IX. FINAL PROVISIONS

1. By signing the Application, the Cardholder agrees and authorises the Bank to charge its RSD current account or foreign currency account for all transactions and fees arising from using the card, in accordance with the relevant debit card Fee Tariffs.
2. SME client by signing the Application as Cardholder acknowledges that he/she is conversant with and agrees to all the provisions of these SC for Debit cards, which in conjunction with the Application, the Tariff for general banking services for corporate client and Cut-off time plan for debit for SME clients constitute the Debit card Issuance and Use Contract, which have been handed to him/her on filing the Application.  
Corporate clients by signing the Application and Contract for issuance and use of debit card as Cardholder acknowledges that he/she is conversant with and agrees to all the provisions of these SC for Debit cards, which in conjunction with the Application, the Tariff for general banking services for Corporate clients and Cut-off time plan for debit accounts for Companies form a integral part of Debit card Issuance and Use Contract, which have been handed to him/her on filing the Application.
3. The Bank shall reserve the right to amend these SC for Debit cards upon giving a prior notice to the Cardholder, if the changes relate to the contractual relationship of the User and the Bank
4. Anything not provided herein shall be governed by the General Business Conditions for Companies – General part and framework contract which user has concluded with the Bank, which regulates the rights and obligations related to the provision of payment services to the User
5. In case of any dispute, Court in accordance with the law will be competent.
6. These SC for Debit 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 [www.unicreditbank.rs](http://www.unicreditbank.rs) , as well as at all Bank's sub-branches.
7. These SC for Debit cards have been drafted in Serbian and English. In the event of any inconsistencies between the Serbian and English versions, the Serbian version will prevail.
8. The provisions of these SC for Debit cards shall enter into force on the day of their adoption by the Bank's Supervisory Board, and shall apply as of 20<sup>th</sup> November 2019.

**Supervisory Board of UniCredit Bank Serbia JSC Belgrade**