

# **SPECIAL OPERATIONAL CONDITIONS ON PROVISION OF E-COMMERCE SERVICES FOR LEGAL ENTITIES UNICREDIT BANK SERBIA J.S.C. BELGRADE**

**Belgrade, January 30<sup>th</sup> 2019**

**TABLE OF CONTENTS**

	I. MEANING OF CERTAIN TERMINOLOGY	3
	II. TERMS OF USE	4
	III. RIGHTS AND OBLIGATIONS OF THE ACCEPTANT	4
	IV. RIGHTS AND OBLIGATIONS OF THE BANK	6
V.	COMPLAINTS ON TRANSACTIONS EXECUTED AT THE POS TERMINAL WITH PAYMENT CARDS AND INSTANT CREDIT TRANSFERS	6
	VI. TERMINATION OF THE AGREEMENT	7
	VII. THE CLIENT'S RIGHT TO COMPLAIN	7
	VIII. FINAL PROVISIONS	8

**Introductory provisions:**

UNICREDIT BANK SERBIA J.S.C. Belgrade (hereinafter: Bank), hereby with these Special Conditions on Provision of E-Commerce Services for Legal Entities (hereinafter: SC on provision of e-commerce service) regulates rights and obligations of the Bank and the Client (hereinafter: Merchant/Acceptant) related to accepting cashless method of payment at online POS of the Merchant via electronic channels supported by the Bank. These SC on provision of e-commerce service are an integral part of framework agreement which the Merchant has entered into with the Bank. Also, these SC on provision of e-commerce service together with General Banking Service Fee for Corporate Clients and General Banking Service Fee for Small Enterprises (hereinafter: Tariffs), represent an integral part of the Agreement on Accepting Payment Cards at online points of sale, and Agreement on Payment by Instant Credit Transfer at the online point of sale.

**I. MEANING OF CERTAIN TERMINOLOGY**

**Merchant/Acceptant** - legal entity which has entered into an Agreement on Accepting Payment Cards, or Agreement on Payment by Instant Credit Transfer at the online point of sale with the Bank. Merchant is the acceptant of payment as the acceptor of cash funds based on request for payment at the POS.

**Agreement on Accepting Payment Cards at Online Points of Sale** - contract with which the Bank and the Merchant agree on conditions for accepting payment cards at an online point of sale.

**Agreement on Payment by Instant Credit Transfer at the POS** – contract in which the Bank and the Merchant agree on conditions for accepting a payment instrument for instant credit transfers at the Merchant's online point of sale

**Payment instrument based on payment card** - every payment instrument, including a payment card, a computer, a mobile phone, or any other technical medium containing the app, which enables the payer to initiate a payment transaction based on payment card.

**Payment card** - payment instrument in the form of a physical or electronic card used for initiating payment transaction.

**Request for payment at the point of sale** – payment order which is charged to the payer's payment account and issued when a payment instrument is used at the Merchant's POS. To its client merchants with which it concluded an Agreement on Accepting Payment Cards, the bank offers the possibility of initiating a request for payment at the POS via a QR code by concluding an Agreement on Payment by Instant Credit Transfer at the POS.

**Payer** – natural person or legal entity which issues a payment order that is charged to their payment account.

**Payment instrument for Instant Credit Transfers** – any payment instrument which the payer uses to issue a payment order (e.g. Application software for electronic and/or mobile banking or other application software which enables initiating an instant credit transfer from the payment account.

**Debit card** - payment card used for initiating transactions with debit card, including pre-paid card and every other payment card that is not a credit card.

**Credit card** - payment card related to initiating transactions with a credit card.

**Foreign card** – payment card issued outside the Republic of Serbia.

**Business card** – payment card issued to legal entities/entrepreneurs and/or natural persons employed by the said entities.

**Cardholder** - person whose name and other information is written on the physical or electronic card, or card recipient if it is a No-Name card where the name is not a mandatory element (Pre-Paid cards).

**Merchant service charge** – fee which the Merchant/Acceptant pays to the bank in relation to a card-based payment transaction. Merchant fee consists of multilateral interchange fee, payment card scheme fee, processor's fee, operational expenses and Bank's margin.

**Multilateral interchange fee** – a fee, including a net compensation and any other agreed remuneration which is paid directly or indirectly (i.e. through a third party) for a card-based payment transaction between the issuer and the acquirer involved in the transaction.

**Payment card scheme fee** – fee which the card association charges the Bank for using their network for transaction realisation.

**Processor's fee** – fee the processor charges the Bank in relation to card-based payment transaction.

**Operational expenses** – expenses of the Bank in relation to acceptance of card-based payment transaction (e.g. expenses of using a Payment Gateway).

**Online point of sale (OPS)** - every point of sale of the Acceptant where the Customer can buy goods and services and can pay by payment instruments as cashless method of payment via electronic channels supported by the bank. The Acceptant may have one or multiple points of sale.

**Payment Gateway** - system for processing and authorization of e-commerce payment transaction.

**MERCHANT PlugIn (MPI)** – software used for communication between an online point of sale and system for e-commerce transaction processing and authorization, provided by the bank or the system integrator.

**System integrator** – legal entity with an agreement on business cooperation signed with the Bank, and which owns the software (MPI) necessary for integration of e-commerce service with the online point of sale of Acceptant.

**Instruction for Acceptance of Payment Instrument for Instant Credit Transfer at the online POS** - technical instruction for enabling the issuance of payment requests at the online point of sale using a payment instrument for instant credit transfers.

**E-commerce report** - report the Bank submits to the Acceptant, in accordance with agreed dynamics, on executed transactions through the online point of sale and on charged fees per transaction.

**Payment card scheme** – unitary set of rules, practices, standards and/or implementation guidelines for executing of card-based payment transactions, and includes specific decision-making body, organisation or entity accountable for the functioning of the scheme.

**Card association** – an institution which defines the rules of operations in relation to issuing and accepting payment cards.

**QR (Quick Response) code** - standardised two-dimensional label which represents a two-dimensional barcode based on the ISO 18004 and is used at the POS to initiate an instant credit transfer by using a payment instrument.

**IPS payment system** - payment system, the operator of which is the National Bank of Serbia, and is used for transferring funds in dinars between participants in the system for the purpose of executing an instant credit transfer.

**Instant Credit Transfer** - is a domestic payment transaction in dinars, up to the amount of RSD 299,999.99, marked urgent, which is realised in the IPS payment system in the manner and in deadlines defined by the Time Schedule.

**Instant Transfer Order** – transfer order in the IPS payment system in electronic form which is created for the purpose of executing a payment order.

**Payment order** - instruction by the payer or the acceptor of payment to their respective provider of payment services requesting the execution of a payment transaction.

**Complaints** – payment card transaction at an online point of sale of the Acceptant for which the Cardholder and/or the Bank have submitted a written objection in regard to the executed transaction. In the meaning of these Special Conditions on Provision of E-Commerce Services, Complaints do not include objections of the Cardholder expressed in regard to material and legal failures of the purchased goods/services at an online point of sale of the Acceptant.

## II. TERMS OF USE

1. Conditions of providing e-commerce service the Bank offers to cardholders have been defined by these SC on provision of e-commerce service, which together with draft Agreement on Accepting Payment Cards at Online Points of Sale and Agreement on Payment by Instant Credit Transfer, and Fee, represent the Offer for Accepting Payment Cards and Instant Credit Transfers at Online Points of Sale.
2. By entering into this Agreement on Accepting Payment Cards on Online Points of Sale, the Bank allows the Acceptant to include cardholders of payment cards as payment instruments in the group of its customers on its online points of sale, under the conditions specified in the Agreement. The Acceptant shall accept payment card as a payment method for sold goods/provided service, under the conditions and in the manner regulated in the Agreement and in the "Online Point of Sale Operational Instructions", without delving into conditions of use of payment cards regulated with the contractual relation between the cardholder and the issuing bank.

## III. RIGHTS AND OBLIGATIONS OF THE ACCEPTANT

The Acceptant shall:

1. Conduct sale of goods and services at its online points of sale by accepting payment cards for online payments pursuant to conditions and rules foreseen in this SC, in the »Online Point of Sale Operational Instructions«, in the »Instruction for Acceptance of Payment Instrument for Instant Credit Transfer at the online POS«, in the Agreement, and in the positive provision regulating trade of goods and services and financial operations, as well as pursuant to the rules stipulated by card organizations.
2. Execute sale of goods/services to Cardholders by a price corresponding to the price for cash or any other type/method of payment, and under no circumstances shall it sell goods/services by higher prices to cardholders.
3. Not sell or advertise goods and/or services which supply, sale or visibility jeopardize ethical and moral values. It is especially prohibited to offer goods and/or services which trade is banned in the Republic of Serbia.
4. Inform the Bank immediately on all detected irregularities or unusual behaviour in regard to work with e-commerce service.

5. The Acceptant shall request electronic authorization of payment cards from the Bank for each e-commerce transaction and shall register and archive the number of approvals with the data on transaction records.
6. Keep records on reports received from the Bank related to all changes on the payment account, review them and notify the Bank on each divergence or dispute of debt and dispute of claims within a month from the day of payment transaction execution.
7. Unambiguously, clearly and legibly do the following within its online point of sale for the cardholder:
  - publish basic business information on the Acceptant
  - publish accurate description of offered goods and/or services. including their price in the currency of the transaction - dinar (RSD), including the shipping price
  - describe the shipping process of goods/services, with special focus on delivery period of the purchased and/or ordered goods/services, as well as the payment method
  - publish conditions of complaints and contacts in the event of a complaint - payment, fees, refunds of money and/or goods.
  - in case it decides not to accept every payment instrument based on payment cards of a certain payment card scheme, the Acceptant is liable to clearly and unambiguously notify the Cardholder of this, while simultaneously giving notice about payment instruments based on payment cards of the payment card scheme it does accept, before it concludes a contract with the customer.
  - Provide the IPS label in case it accepts payment by instant credit transfer at its online point of sale.
8. The Acceptant may:
  - Direct the user of the payment instrument based on a payment card to use any payment instrument.
  - To give preference to payment instruments based on payment cards of a certain payment card scheme.
  - To inform the user of a payment instrument based on a payment card about multilateral interchange fees, payment card scheme fees and merchant fees it is charged.
9. To submit verification of the sale and/or order of goods/services to the Cardholder after each successful authorisation for each purchase with a payment card or after a successful payment by instant credit transfer, in accordance with »Instruction for Operating an Online Point of sale«, and »Instruction for Acceptance of Payment Instrument for Instant Credit Transfer at the Online Point of Sale«, the Acceptant shall deliver the Verification in electronic form, via e-mail to a registered e-mail address of the card holder and via a notice in web form adjusted for printing.
10. Accept all e-commerce transactions as its own responsibility, and the Bank is not responsible for e-commerce transactions resulting from payment card infringement.
11. Provide and save a verification note on delivery of goods (i.e. delivery bill or verification note on service performed, and similar) for goods and/or services delivered and/or executed at the address of the cardholder, signed by the Cardholder or by Cardholder's authorized person. In the event that the Acceptant allows use of goods and/or services immediately after payment, it shall keep service activation logs and/or logs on electronic voucher delivered via e-mail.
12. In a secure manner archive any information and documentation resulting from acceptance of e-commerce transactions and keep records of those for 3 (three) years from the moment of transaction, in the following form:
  - o Date, time and amount of transaction
  - o Transaction information provided by Bank;
  - o Information on Customer: Name and Surname, address of residence, IP address
  - o Information on delivery of goods: date, time and delivery address
  - o Delivery bill for the delivered goods, a document as defined in the Online Point of Sale Operational Instructions
  - o Logs from mail servers, via which the cardholder receives verification notice on a successfully realized purchase process
  - o Logs in the event of electronic shipment of goods and/or services
13. Also archive any other relevant information and documentation, resulting from the process of accepting e-commerce transactions which may be of importance in the complaint process.
14. Under no circumstance and in no manner archive card numbers and CVV2 or CVC number.
15. Not submit available information on Customers to third parties with which it has not entered into an agreement on confidentiality.
16. Treat all business, financial and other information related to the Bank and to the Cardholders which it obtains during the execution of operations on the basis of the Agreement on Accepting Payment Cards at Online Points of Sale and the Special Operational Conditions on Provision of E-Commerce Services for Legal Entities as confidential, without the right to reveal those to a third party, i.e. private persons, companies or organizations, and otherwise shall reimburse the damage done to the Bank.
17. The Acceptant explicitly agrees that it shall not request, collect or archive Cardholder's payment card information within its payment system or in any other manner.
18. The Acceptant shall submit to the Bank any complaint on operations with the Bank in regard to payment cards in written form or via e-mail immediately, and at the latest within 30 (thirty) days from the day of the transaction, taking into account that this period is shorter in the event the Acceptant is obligated to refund assets to the Customer and in that case it is 15 (fifteen) days.

19. The Acceptant shall immediately, the latest within 5 business days from the moment of occurrence, notify the Bank in written form on all status changes of the Acceptant (change of name, head office, activity, business account number, seal, person authorized for representation, and similar), and which may be of importance for business cooperation.
20. The Acceptant shall notify, at least 30 days in advance, the Bank in written form on change or deletion of the internet address at which e-commerce transactions are received and/or on cease of operations of the Online Point of Sale. In the event that damage is done to the Bank due to unreported deletion of the Online Point of Sale, the Acceptant shall reimburse the damage in full.
21. The Acceptant shall explicitly agree that the Bank may use details on the Acceptant regarding its address, phone, fax and telefax numbers, e-mail addresses and other contact details presented by the Acceptant to the Bank upon signing this Agreement, for the purpose of delivering notifications to the Acceptant about the Bank's activities, products and services, in the form of flyers, brochures, electronic messages, and all other business communication and business presentation means.

#### IV. RIGHTS AND OBLIGATIONS OF THE BANK

The Bank shall:

1. Control, adjust and calculate turnover of the Acceptant the following business day from the moment of closure of transactions at the online point of sale. In the event of any deviations in regard to the calculation, the Acceptant shall submit all relevant data at the request from the Bank in order for adjustment to be conducted. Exceptionally, if the adjustment was not possible, it shall be executed as soon as the conditions of such action are met.
2. Submit instructions for implementations of MPI and parameters for connecting the Acceptant to the test environment of the Bank where the implemented MPI is tested, via e-mail or on physical data storage device (CD). After the control of successful implementation of the MPI at OPS of the Acceptant, the Bank enables the online point of sale of the Acceptant to execute e-commerce transactions in the production environment.
3. The Bank shall not be responsible for the loss or destruction of data on the equipment the Acceptant uses for access to the e-commerce service.
4. The Bank shall not guarantee and shall not be responsible for hardware and software which is not part of the e-commerce system.
5. The Bank may execute short-term cease of e-commerce service, in the event of necessary system upgrade, repair or maintenance of installations of the Bank, of which the Bank shall notify the Merchant at least 2 (two) business days in advance, except in emergency situations or when the security reasons do not allow it.
6. The Bank shall retain the right to import, update or adapt the existing system and safety regulations.
7. The Bank may temporarily or permanently disable the use of the Online Point of Sale of the Acceptant in the event it suspects of infringement or unauthorized use of payment cards at the Online Point of Sale of the Acceptant.
8. Respond to every requested payment card authorization.
9. Submit information on each individual payment transaction initiated at the Acceptant's online point of sale to the Acceptant once a month.
10. The Acceptant shall agree to the Bank's decrease of amount of payment on the basis of recorded turnover at the Online Point of Sale of the Acceptant for the amount of the agreed fee (commission), unless the Acceptant requests otherwise.

#### V. COMPLAINTS ON TRANSACTIONS EXECUTED AT THE POS TERMINAL WITH PAYMENT CARDS AND INSTANT CREDIT TRANSFERS

1. Request for complaint for a transaction executed at the online point of sale of the Acceptant can be instigated by the Customer or the holder of the payment instrument or another bank/financial organization in the country and abroad.
2. The Acceptant shall submit all requested data in the event of complaint, within 5 (five) days the latest from the day the request from the Bank is received. In the event that it does not act in accordance with the Bank's request, the Acceptant shall fully reimburse the complaint amount of the Customer.
3. In the event the Customer submits a complaint that they did not receive goods/services which they paid online, the Bank has the right to demand submission of evidence on delivery of goods/services signed by the Cardholder from the Acceptant. If the Acceptant does not submit the evidence or submits evidently incorrect data, the Bank shall charge the Acceptant's account for the full amount of the relevant transaction.
4. The Acceptant is solely and exclusively responsible for the quality of purchased goods or provided service. All complaints and objections of the Customers relating to the quality of goods or provided service paid by cards shall be resolved in a direct relation between the Acceptant and the Customer.
5. The Bank has the right to reject payment of transaction in the amount of instigated complaints until the final decision regarding the complaint, pursuant to the rules of card organization systems and pursuant to the rules of the Bank.
6. The Acceptant shall authorize the Bank to, in the event of complaint which has been disputed afterwards by the Card Associations in the control procedure, debit the current accounts for

the amount of the disputed transaction and for the amount of all expenses of the complaint procedure for which amount the Card Association has previously debited the Bank. In the event that the Acceptant does not have an account opened at the Bank, it shall agree that the Bank decreased the next transfer of funds based on trade at online points of sale of the Acceptant for the amount of disputed transaction and all possible costs.

7. If an arbitration procedure is instigated at the competent card organization due to the complaint, the Bank has the right to debit the Acceptant's account for the complaint transaction and the arbitration costs, in the event of losing the arbitration procedure
8. In any event when the Bank and/or the Arbitrage finds that the transaction was produced contrary to the provisions of this Agreement by failure and/or fault of the Acceptant, or as the result of card information infringement or by mistake and/or failure of the Acceptant, the Bank has the right to:
  - Decrease future payments for such produced transaction
  - Avoid payment to Acceptant for such produced transaction
  - Demand refund of paid funds from the Acceptant, and have no further financial liabilities on the basis of such transactions.
9. The Acceptant shall reimburse all processing expenses to the Bank in regard to justified written complaints resulting as objections of the Customer, another bank or financial organization, based on transactions executed by payment card at Online Point of Sale of the Acceptant.
10. In the event of basis for refund of assets to the Customer for sold goods or provided services, the Acceptant shall execute the refund exclusively via payment card (transaction cancellation), and/or the Acceptant must not execute refund of assets in cash or by any other method (with an order, and other).
11. Complaint on transactions executed at the POS terminal with an instant credit transfer is regulated in more detail by the Agreement on Payment by Instant Credit Transfer at the POS.

## VI. TERMINATION OF THE AGREEMENT

1. The Bank shall have the right to terminate the Agreement on Acceptance of Payment Cards with indefinite duration, with a two-month notice period, and the Acceptant shall have the right to terminate with a 30-day notice period with being liable to have no outstanding payments towards the Bank pursuant to this Agreement. Notice period starts on the day of delivering/receiving the written termination notice.
2. The Bank may unilaterally terminate the Agreement on Accepting Payment Cards at Online POS, without a notice period in the following cases:
  - The Acceptant is in violation of these Operational SC on Provision of E-Commerce Services for Legal Entities and not abiding with the »Online Point of Sale Operational Instructions«,
  - If circumstances defined by regulations and procedures for preventing money laundering and financing of terrorism arise.
  - If the Acceptant does not notify the Bank in writing about every status change relevant for enforcing the Agreement.
  - If the Acceptant is selling and advertising goods and services, the offering, sale or placement of which are contrary to moral values and especially if it offers goods and services the trafficking of which is banned in the Republic of Serbia
  - If the Acceptant, who is liable to, does not pay the monthly fee for using e-commerce services to the Bank

## VII. THE CLIENT'S RIGHT TO COMPLAIN

1. The Acceptant may submit a complaint, only in writing, an objection in one of the following ways:
  - i. In the business premises of the Bank, using the Contact Form which is available in all branch offices 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.
2. The Acceptant 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 Acceptant 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.

3. A complaint must be submitted by authorized person and 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.
4. If the complaint is submitted through the proxy, along with the complaint, delivery of a special power of attorney is obligatory, by which the Acceptant authorizes the proxy to submit a complaint to the Bank on its behalf regarding the specific business relationship with the Bank, and to undertake activities in the complaint management procedure, and by which Acceptant is authorizing the Bank to provide to the proxy information and / or documentation which are consider as banking secret or business secret.
5. 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.
6. 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.
7. The Bank shall not charge the complainant a fee, or make any other charges for acting upon his complaint.
8. In case that the complainant is dissatisfied with the response to its 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 post or e-mail, at the e-mail address of the NBS indicated on its website (zastita.korisnika@nbs.rs). 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.
9. 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, its 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.
10. 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 Acceptant 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.
11. A mediation process shall not preclude or affect the exercise of the right of the complainant to court protection.

### VIII. FINAL PROVISIONS

1. The Bank retains the right to amend these Operational SC on Provision of E-Commerce Services for Legal Entities, where it shall previously notify the Acceptant if the amendments relate to the contractual relation between the Acceptant and the Bank.
2. The Bank shall notify the Acceptant' s about amendments to these Operational SC on Provision of E-Commerce Services for Legal Entities through established channels of communications, fifteen days before they go into force. It shall be considered that the Acceptant agrees to the amendments to these Operation SC on Provision of E-Commerce Services for Legal Entities if it does not notify the Bank of his disagreement before the day they go into force. By receiving the notification of disagreement with amendments to these Operational SC on Provision of E-Commerce Services for Legal Entities, it shall be considered that the agreement in question has been terminated by the Acceptant.
3. For everything that has not been foreseen with these Operational SC on Provision of E-Commerce Services for Legal Entities, GC for Providing Payment Services, General Conditions for Operations with Legal Entities - General Section and the Agreement on Accepting Payment Cards shall apply.
4. In the event of a dispute, the competent court is the locally and actually competent court in Belgrade.
5. These Operational SC on Provision of E-Commerce Services have been produced in accordance with the Law on Payment Services, Law on Interchange Fees and special operating rules for payment card transactions and regulations of the Republic of Serbia, and are available on the Bank's website [www.unicreditbank.rs](http://www.unicreditbank.rs) , as well as in all Bank branch offices.
6. These Operational SC on Provision of E-Commerce Services for Legal Entities are produced in Serbian and English. In the event of discord between the Serbian and English versions, the Serbian version shall have the authority.
7. Provisions of these Operational SC on Provision of E-Commerce Services for Legal Entities shall enter into force on the day of adoption by the Bank's Management Board, and shall become effective as of April 1, 2019.