

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

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## TABLE OF CONTENTS

### INTRODUCTORY PROVISIONS

I.	MEANING OF CERTAIN TERMS .....	3
II.	GENERAL CONDITIONS .....	3
III.	INTEREST, FEES AND COSTS .....	4
IV.	CREDIT CARD ISSUANCE .....	4
V.	CREDIT CARD USAGE .....	5
VI.	TRANSACTIONS, AUTHORISATIONS AND CARDHOLDER'S PAYMENT OBLIGATION .....	6
VII.	REPAYMENT MODELS AND ORDER OF CLOSING THE OBLIGATION .....	7
VIII.	TERMS OF USE OF A DIGITISED PAYMENT CARD .....	8
IX.	CARDHOLDER'S RIGHT TO CHECK TRANSACTIONS AND COMPLAINT .....	8
X.	DAMAGED, STOLEN OR LOST CARD .....	9
XI.	CARD CANCELLATION .....	10
XII.	FINAL PROVISIONS .....	10

**Introductory provisions:**

UniCredit Bank Serbia JSC Belgrade (hereinafter referred to as the Bank) by these Special Conditions for Credit Cards for Companies (hereinafter referred to as: the SC for Credit Cards) shall regulate mutual rights and obligations of the Bank and the Cardholders related to the conditions for credit card issuance and use.

**I. MEANING OF CERTAIN TERMS**

**Cardholder** - means a company (resident and non-resident) that have been used or 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 cardholder for the issuance of a credit card.

**Payment Card** - in terms of these SC for Credit Cards is a credit card in physical and digital form, which represents 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 payment cards at an acceptor's points of sale. It constitutes an integral part of an electronic system for payment card transaction acceptance and processing.

**Digital wallet** - a mobile payment application solution of a digital wallet service provider, which allows the Cardholder to register data related to one or more payment cards within the application and thus digitize the cards for the purpose of initiating payment transactions. On the Bank's website, the cardholder can find out in which digital wallets one or more debit cards issued by the Bank can be registered as a digitized card;

**Digitized card** means the digital display of a debit card in the Bank's Digital Wallet and/or electronic and mobile banking applications, which enables the Cardholder to make contactless payment transactions at points of sale, as well as at ATMs that allow wireless data transmission over short distances and at online points of sale that allow this type of payment. . The cardholder can find out which debit cards can be digitized on the Bank's website.

**Mobile Device** means the device on which the Digital Wallet is installed;

**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 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 Credit Cardholder.

**Credit Card Statement/transaction report** - means an overview of information on individual payment transactions executed for a certain period and submitted to the card holder.

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

**II. GENERAL CONDITIONS**

1. The rights and obligations of Credit Cardholders shall be governed by Contract on Issuance and Usage of Credit Cards, the SC for Credit Cards, as well as the Tariff for general banking services for Corporate clients, i.e. Tariff for general banking services for SME clients (hereinafter referred to as: the Fee Tariffs).
2. The credit 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.

3. The credit cards issued by the Bank, and which may be used for paying for goods and services/the receipt of funds through POS terminals and online, for withdrawing cash locally and internationally are: Mastercard Business Charge and Mastercard Business Revolving.
4. The Credit Cardholder/the person whose name is on the card is obliged to provide a sufficient cover on the date when liabilities fall due in the RSD current account or Card Repayment Account.
5. The main Cardholder is liable for usage his/her own and additional cards in accordance with these SC for Credit Cards.
6. 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 in written form to the Bank.

### III. INTEREST, FEES AND COSTS

1. The Bank shall agree, calculate and charge the interest on credit cards in accordance with the Contract and these SC for Credit Cards.
2. The interest rate 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 credit cards is described in details in the Contract on Issuance and Usage of Credit Card.
3. The method for adjusting of variable interest rates without the Cardholder's explicit consent is carried out depending on:
  - i. changes in reference values which are used to determine the interest rate amount (on the domestic and international money markets),
  - ii. changes in the costs of borrowed money on the domestic and international markets,
  - iii. changes in the market conditions,
  - iv. the Cardholder's creditworthiness and the changes therein, in terms of giving untrue and inaccurate information,
  - v. collateral,
  - vi. changes in investment insurance costs,
  - vii. changes in the National Bank's required reserve, which may imply:
    - a change in the calculation method for the required reserve of the banks at the National Bank;
    - a change in the calculation base for the required reserve;
    - a change in the required reserve rate, etc.,
  - viii. changes in the inflation/disinflation rate (on the domestic market and the relevant currency domicile market),
  - ix. changes in the applicable laws,
  - x. changes in the foreign exchange rate and cross rates,
  - xi. changes in the monetary and/or financial policy.
4. The Bank shall calculate and charge a fee for a service provided to the Cardholder.
5. 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 Card.

### IV. CREDIT CARD ISSUANCE

1. The Bank shall issue a credit card on a basis of a prior Credit Card Issuance Application filed in written form by the Cardholder (hereinafter referred to as: **the Application**) and the concluded Contract on Issuance and Usage of Credit Card.
2. When Client applying for Credit card, the Bank will open Transaction account (Card repayment) in RSD, which is the account for cover liabilities proceeds by using of credit card and this is the only purpose of that account.
3. The Bank shall reserve the right to issue credit cards without the prior application signed by the Cardholder in the following instances only: in case of damage or other problem in functioning, product migration on new technological solutions, or in the instances of a higher-level product or cardholder protection, whereby the Cardholder shall give his/her consent by signing the card and PIN acceptance certificates.

4. The person whose name is on the card shall be delivered the card and personal identification number (hereinafter referred to as: the PIN), i.e. the person authorised by the Credit Cardholder to take over the credit card. 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.
5. When producing the credit card, the validity term 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.
6. If the Cardholder fails to cancel the card no later than 60 days prior to expiry and uses it in accordance with these SC for Credit Cards, the plastic is automatically produced with a new validity term. If the Cardholder fails to meet the conditions in accordance with the applicable laws and the Bank's internal rules, the card will not be automatically renewed and/or delivered.

#### **V. CREDIT CARD USAGE**

1. Mastercard credit card may be used at all points where its logo, Mastercard, is displayed.
2. An expired credit card may not be used any longer.
3. The Cardholder/person whose name is on the card is not entitled to post the credit card as pledge or collateral for payments.
4. If the Cardholder/person whose name is on the card is deprived by the Bank of the right to use the credit card, he/she is obliged, as requested by a seller of goods and/or services (Acceptor) or paying bank, to surrender his/her credit card.
5. The person whose name is on the card is obliged, when paying for goods and/or services at an acceptor's point equipped with a POS terminal, to enter his/her PIN personally, if requested to do so by the Acceptor. The person whose name is on the card shall not disclose his/her PIN to the Acceptor or any other person.
6. For a transaction made, the point of sale shall issue a copy of the slip/receipt and the person whose name is on the card is obliged to sign the copy of the slip/receipt for the Acceptor, in the same way, as he/she has signed the credit card.
7. In addition credit card (based on payment and cash withdrawals) can be debited, but credit card can also be initiated a credit transaction approval, which imply the inflow of the funds on the account linked to the credit card.
8. By his/her signature, the person whose name is on the card shall guarantee that the amount is correct and that he/she will reconcile it in accordance with the SC for Credit Cards. A copy of the slip (receipt) shall be retained by the person whose name is on the card in the case of complaint. The use of PIN shall be deemed to constitute the signature of the Cardholder/person named on the card.
9. The person whose name is on the card may withdraw cash at the bank or post office tellers, as well as at ATMs by entering his/her PIN. The person whose name is on the card may change the PIN within the Bank's ATM network in the territory of the Republic of Serbia. Order to increase security, the Bank shall define a daily, weekly or other limit (in respect of the amount and number of transactions) for withdrawing cash or payments for goods and services from the card account according to the related Fee Tariff. The Cardholder may request a change of limit and/or number of transactions by signing the Application or by sending it via e-banking. The Bank shall independently adopt a Decision on Changing the Set Limit and shall be under no obligation to explain its Decision.
10. The person whose name is on the card may check the card balance, i.e. available funds by ATM enquiry, accordance with the related Fee Tariff.
11. ATM and POS electronic records shall constitute proof of a transaction made.
12. The credit cards of UniCredit Bank may not be used for transactions on foreign websites registered for gambling.
13. The Bank shall reserve the right to limit credit card usage (blockade) 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 credit card security
  - ii. if there is suspicion of unauthorised credit card usage or its usage for the purpose of fraud. In the case of suspicious transactions, the Bank shall block the card until the person whose name is on the card confirms the transaction authentication as his/her own, by calling the phone number which is located on the back of the card.
  - iii. In the case 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 automatically receive the reissued the card, free of charge.
  - iv. following three consecutive unsuccessful PIN entries.
14. Depending on the circumstances above, the Bank may temporarily or permanently block the card.
15. The Bank is obliged to notify the person whose name is on the card about the intention to block the credit 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 whose name is on the card to the Bank as the contact-number, and if incapable of notifying him/her thereof prior blockade of the credit card, the Bank will do it immediately afterwards. Cardholders of SMS Card Alarm service shall be automatically send a text message in respect of the card blocking.
16. The Bank shall not notify the person whose named on the card about the (intended) blockade of the credit card if such notice is prohibited by law, or if there are justifiable security reasons

therefor.

17. The Bank will make a credit card available for re-use or it will replace it with a new one once the reasons for the blockade thereof have ceased.
18. In order to protect the Cardholder in case of online payments, the Bank will perform additional validation of the Cardholder's identity for online payments in 3D Secure environment- ie Mastercard SecureCode/Verified by Visa.
  - Credit 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, or through e-banking and m-banking using biometrics. The precondition for one-time password sending is an active SMS card alarm service. Cardholders registered for SMS Card Alarm, a one-time password will be delivered to the phone number that the Cardholder reported to the Bank for that service. The cardholder is responsible for updating the contact information in terms of the mobile phone number that 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 Bank can approve payment by card on online sites without additional verification of the Cardholder's identity through a one-time password in case of assessment that the transaction in question is of low risk (the Cardholder pays at a point of sale that he often uses, through a device that he often uses, etc.).
  - 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 payment card on the Internet, which guarantee the adequate identification of card cardholders who as such do not may be called into question if the cardholder complies with the rules for using a payment card in a 3D secure environment that is determined by this SC for Credit cards.

## **VI. TRANSACTIONS, AUTHORISATIONS AND CARDHOLDER'S PAYMENT OBLIGATION**

1. All debit/credit authorisations that occur by using credit cards shall be made in the local currency, i.e. dinar (RSD), and accordingly the amount of reserved funds for debit/credit transactions in other currencies, until the transaction booking, may be different to the original amount.
2. The settlement value of the Bank for debit/credit transactions for international transactions is EUR, i.e. RSD for national transactions. All the debit/credit transactions that the person named on the card makes abroad, by using an internationally valid payment card outside the Eurozone, shall be subject to conversion from the local currency into the EUR at the exchange rate applied by the Mastercard Association.
3. In cases where to the Cardholder is given the option of selecting the debit/authorization currency during the execution of the transaction, and in which the Cardholder decides for payment in RSD currency, the debit/authorization transaction on the Cardholder's account will be performed in the selected RSD currency.
4. All credit card liabilities for transactions made locally or internationally shall be accounted in RSD only, at the Bank's offer rate on the day of processing the transaction. If approval of transaction is executed, conversion is done by Bank's bid rate.
5. Within a period of one day from the date of the interbank clearing, transaction arrive at the bank for the processing and are credited with the value date when the settlement between the banks is done (clearing and settlement)
6. If, even 60 days following the transaction, by using a credit card, a change has not been registered in the card account, i.e. a change has not been registered in the Statement of Liabilities Due for the credit card, the Cardholder is obliged, without delay, to notify the Bank thereof. If the Cardholder fails to act in accordance with the foregoing it shall be deemed that he/she misused the credit card. The Bank is obliged to ensure reimbursement of an amount or proper completion of a payment transaction to the Cardholder if the Cardholder notifies it of an unapproved, incomplete or improperly completed transaction, i.e. if he/she requests its proper completion promptly upon learning of such transaction, provided that the Cardholder furnishes such notification, i.e. request to the Bank within 13 months of the debit date.
7. The Cardholder agrees and authorises the Bank to collect the outstanding liabilities arising from credit cards business, from any other accounts held by the Cardholder at the Bank.
8. The Bank shall not be liable for any damage caused by circumstances beyond its control (blackouts, ATM breakdowns, omissions and/or failures to act by other banks, payment institutions or merchants, etc.).
9. The Cardholder is conversant with and accepts that the usage of a credit card for electronic payment (online, catalogue and telemarketing, etc.) bears a fraud risk, arising from transmitting the card number and personal information through a public network and in relation therewith all financial consequences occurring due to fraud shall be incurred by the Cardholder.

10. The Cardholder/person named on the card is obliged prior to completion of a transaction online to check, whether the merchant through which he/she is performing the online transaction, has been registered its POS locally or internationally, and accordingly check if the transaction at hand will be delivered to the Bank as a local or international transaction. The Bank shall not incur any costs, foreign exchange differentials or be liable for any transactions made online, at POS terminals located outside Serbia, for which the Cardholder/person named on the card has failed to obtain all the required information prior performing a transaction, resulting in a mismatch between the amount displayed while performing the transaction and the booked amount thereof.
11. The Credit 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 payment card based on the authorization made in the so-called offline regime.
12. 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. 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.

## VII. REPAYMENT MODELS AND ORDER OF CLOSING THE OBLIGATIONS

1. The Credit Cardholder is obliged to regularly settle his/her liabilities towards the Bank, respectively on a monthly basis, unless otherwise is stipulated in the Contract.
2. The Bank shall deliver to the Credit Cardholder once per month the Statement of New Liabilities notifying the Cardholder of all the transactions and fees arising by using the basic and/or additional card locally or internationally for the preceding month, in the current debit amount for the accounting period, minimum payment amount, and the due date of the monthly liabilities.
3. In the case when Cardholder does not receive the excerpt of the card until the 15th day in a month, and in the previous month he/she has been using the card or has the assets for usage from the previous period, he/she is obliged to immediately inform the Bank.
4. Credit card repayment models:
  - i. Revolving model for Companies:
    - "Minimum payment amount" – the required portion of payment. If the Cardholder in his/her card repayment account provides the minimum payment amount, i.e. an amount higher than the minimum payment amount, but less than the current debit for the period, the outstanding amount of debt is subject to the agreed interest as of the day of processing the transaction until the day of making the payment, including the interest on the outstanding amount of debt until the last day of the accounting period. Each day of delay in payment of due liabilities shall be subject to the default interest
    - "Current Debit" - if the "Current Debit" amount is settled by the due date as indicated in the statement, the interest shall not be accounted.
  - ii. Charge model for companies :



- “Current Debit” on the card is equal to the total debt in the accounting period which falls due in the full amount. Each day of delay in payment of due liabilities shall be subject to the agreed penalty interest.
5. The Credit Cardholder, at the time of signing the Contract on Issuance and Usage of Credit Cards, shall opt for a type of delivery of the monthly Statement, by mail or e-mail at the address stated in the Application. If the Cardholder opts for mail delivery at the address, then the Bank charges a print-out fee for the Statement as determined in the current Fee Tariffs. The Credit Cardholder may at any time prepay the debt on the credit card, free of charge.

#### VIII. TERMS OF USE OF A DIGITISED PAYMENT CARD

1. To register a debit card in the Digital Wallet, it is necessary for the Cardholder to have a valid mobile phone number registered with the Bank, to use a Mobile Device with NFC technology and an appropriate operating system according to the requirements of the Digital Wallet service provider, as well as to set the lock on the Mobile Device used.
2. The cardholder can register his debit card in the Digital Wallet through the Digital Wallet or through the Bank's mobile banking application, if the Bank allows it. By registering a debit card in the Digital Wallet, a Digitized Card is created for which all the conditions apply to a debit card whose Digitized Card is a digital representation, and in accordance with these Special Terms and Conditions. The cardholder can register more than one card in the Digital Wallet, whereby the first one registered becomes the default card for payments. The cardholder can set the default card in the Digital Wallet.
3. A Digitized card transaction is initiated by bringing the Mobile Device to the POS terminal or ATM, i.e. by selecting the Digital Wallet payment option at the online point of sale and confirming the transaction itself on the Digital Wallet. The Bank will debit the Cardholder's payment account to which the registered debit card is linked for the amount of the payment transaction thus executed.
4. If, for any reason, the Bank replaces the debit card registered by the Cardholder in the Digital Wallet with a new debit card (for example, if it is reported as lost, stolen, replaced with a new one after the expiration date), re-registration of the Digitized Card through the Digital Wallet is not required. If for any reason the Cardholder abandons the use of the debit card or the Bank denies the Cardholder the right to use the debit card, the right to use the Digitized Card also ceases at the same time. The blocking of the debit card results in the blocking of the Digitized card, while the blocking of the Digitized card does not imply the blocking of the debit card.
5. The Cardholder can delete the Digitized Card from the Digital Wallet at any time, which does not affect the ability to use his debit card, nor the Digitized Cards on other Mobile Devices on which he digitized the same card.
6. In the case of a change of Mobile Device, it is necessary for the Cardholder to delete the Digitized Cards from the Digital Wallet on that device, in order to prevent their further use, and if he wants to continue using the Digital Wallet on a new Mobile Device, he needs to repeat the card registration process.
7. By registering a debit card in the Digital Wallet on a certain Mobile Device, the Cardholder assumes the obligation to handle the Mobile Device with due care, and to take all reasonable measures to protect it from unauthorized use, loss and theft, as well as to notify the Bank without delay of loss, theft, unauthorized access or use of the Mobile Device, in which case the Bank blocks the Digitized Cards on that device.
8. The Bank is not responsible for the functioning of the Digital Wallet in situations caused by technical defects or settings of the Mobile Device itself and the Digital Wallet over which the Bank has no control.

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

1. The Cardholder/person named on the credit 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 Cardholder 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 credit 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:
  - i. In the business premises of the Bank using the Contact form which is available at all branches of the Bank,
  - ii. By submitting a complaint by post to the following address:  
UniCredit Bank Serbia JSC.  
Customer experience and complaint management  
Rajićeva 27-29  
11000 Belgrade
  - iii. By e-mail at: [josbolje@unicreditgroup.rs](mailto:josbolje@unicreditgroup.rs)
  - iv. Through the Bank's website
  - v. By using digital channels (e.g. electronic banking) if the client uses these services, it is possible to submit a complaint based on a specific contractual relationship.
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 the complaint refers to the provision of a payment service, 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 to the address of the National Bank of Serbia. 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. The mediation process with before with National Bank of Serbia is free of charge for the involved parties. 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/person on whose name is the card, is obliged, without delay upon finding out about the credit card loss or theft, 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 loss/theft to the Bank by telephone to the Customer Service on +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. If the case if lost or stolen credit card is returned to the Cardholder/person named on the card or the Cardholder/person named on the card finds it, he/she must notify the Bank thereof. If the credit card is blocked, on the basis of the the reported credit card loss or theft, the Cardholder may not request its activation or further usage.
4. If the credit card is destroyed/damaged, the Cardholder/person named on the card is obliged to notify the Bank thereof in written form by filling in a relevant form at the Bank's branch where the card has been issued.
5. If the credit card is destroyed/damaged, the Cardholder will get a new PIN code with the new card.
6. In the case of unauthorised usage of the credit card or the credit 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 by unauthorised usage of the credit card, i.e. the credit 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 bears the losses arisen due to non-performance of his/her obligation to report to the Bank the credit card loss, theft or fraud, his/her obligation to properly safeguard the card and the PIN code, as well as other obligations arising from these SC for Credit Cards.
8. The cardholder shall not incur any losses arisen from transactions made after reporting to the Bank the loss, theft or unauthorised use of the credit card, i.e. credit card information, unless the persons named on the cards committed or participated in fraud or acted with an intention to defraud.

#### **XI. CARD CANCELLATION**

1. As requested by the Cardholder in written form, the Bank is obliged to cancel the credit card.
2. If the Cardholder fails to perform the obligations provided under the Contract and these SC for Credit Cards, i.e. discontinues fulfilling the required conditions for credit card approval, the Bank may deprive the right to use the card to such Cardholder.
3. The Bank shall reserve the right for produced card, which the Cardholder fails to take over within 12 months of production, to terminate without any explicit written request by the Cardholder.
4. All transactions made by the card return date, including all related costs, shall be incurred by the Cardholder.

#### **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.
4. Anything not provided by these SC for Credit Cards, shall be governed by the Bank's General Conditions for providing payment services to companies, General Business Conditions for Companies – General part.
5. In case of any dispute, Court in accordance with the law will be competent.
6. 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 [www.unicreditbank.rs](http://www.unicreditbank.rs), as well as at all Bank's branches.
7. 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.
8. 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 November 28<sup>th</sup>, 2022.

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