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**SPECIAL CONDITIONS ON USE OF POS SERVICES
FOR ENTREPRENEURS
UNICREDIT BANK SERBIA J.S.C. BELGRADE**

BEOGRAD, 23rd of October 2023

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Introductory provisions

UniCredit Bank Serbia j.s.c. Belgrade (hereinafter: **Bank**), as payment service provider hereby with these **Special Conditions on Use of POS Services for entrepreneurs** (hereinafter: **SC on use of POS services**) regulates rights and obligations of the **Bank** and the **Client** (hereinafter: **Merchant/Acceptant**) related to accepting cashless method of payment at POS terminals of the **Merchant**, as well as to providing POS terminal devices for use. These **SC on use of POS services** are an integral part of framework agreement which the **Merchant** has entered into with the **Bank**. Also, these **SC on use of POS services** together with **Tariff for general banking services for Entrepreneurs** (hereinafter: **Tariff**), represent an integral part of the **Agreement on Accepting Payment Cards**, and **Agreement on Payment by Instant Credit Transfer at the POS**.

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 POS** 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 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 POS**

Payment instrument based on payment card is 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.

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 card, or card recipient if it is a No-Name card where the name is not a mandatory element (Pre-Paid cards).

PIN - personal identification number, a numerical code known only by the person who is registered as the cardholder which enables their identification at **ATMs** and **POS terminals**, and as such it is strictly confidential.

Merchant service charge – fee which the **Merchant/Acceptant** pays to the **bank** in relation to a card-based payment transaction. **Merchant service charge** 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 **POS usage**).

POS (Point of Sale) terminal - is an electronic device which serves to electronically accept payment cards at the acceptant's point of sale, as well as initiating requests for payment at the point of sale via the **IPS payment system**. It is an integral part of the electronic system for accepting and processing of payment card transactions, as well as for instant credit transfer.

Electronic equipment - electronic devices set up with the **POS terminal** for the purpose of uninterrupted functions of the **POS terminal**.

Technical support - technical assistance for expert handling of **POS terminals** and their maintenance.

SW - software installed on the **POS terminal** and/or electronic equipment

Instructions for Acceptance of Cards as Payment Instruments at POS Terminals – technical instruction manual for using a **POS terminal**.

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

Point of Sale - place where the Merchant accepts payment instruments as cashless payment methods.

POS report - report the Bank submits to the Merchant, in accordance with agreed dynamics, on executed transactions through the POS terminal and on charged fees per transaction.

Slip/Receipt - is the verification on executed transaction the cardholder receives upon payment by payment card at the point of sale.

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.

External Partner of the Bank – the company with which the Bank has entered into Agreement on Business-Technical Cooperation for Operations with POS terminals.

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.

II. INTRODUCTORY PROVISIONS

1. With these SC on Use of POS Services, the contracting parties shall jointly define the conditions under which the Points of Sale of the Acceptant are going to participate in the national and international systems of accepting payment cards, as well as participation in the system which allows instant credit transfers at the POS of the Acceptant.

III. TERMS OF USE

1. The conditions of issuing POS terminals and the Bank's conditions for accepting payment cards, and conditions of providing POS services the Bank offers to cardholders have been defined with these SC on Use of POS Services, which together with draft Agreement on Accepting Payment Cards, and draft Agreement on Instant Credit Transfer Payments, and the Fee represent the Offer for Accepting Payment Cards and Instant Credit Transfers at POS Terminals available to the Merchants in the Bank's business network.
2. By entering into this Agreement on Accepting Payment Cards, the Bank allows the Acceptant to include cardholders of payment cards as payment instruments in the group of its customers on its 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 "Instructions for Acceptance of Cards as Payment Instruments at POS Terminals", without delving into conditions of use of payment cards regulated with the contractual relation between the cardholder and the issuing bank.

IV. RIGHTS AND OBLIGATIONS OF THE ACCEPTANT

The Acceptant shall:

1. Ensure a space in the business premises for setting up a POS terminal and electronic equipment provided by the Bank and perform preparatory works necessary for setting up POS terminal and electronic equipment (ensure electric and telecommunications/internet installations);
2. Ensure uninterrupted access to technical service of the External Partner of the Bank for the purpose of works on implementation of the POS terminal, setting it up to a necessary level and maintenance;
3. Sign a verification note (receipt note) on delivery of POS terminal and the accompanying electronic equipment provided to it by the External Partner of the Bank, whether it is the first installation or replacement; The receipt note contains data necessary for identification of the delivered equipment, as well as a verification note that the equipment has been delivered without failures;

4. Ensure, in accordance with the "Instructions for Acceptance of Cards as Payment Instruments at POS Terminals", conditions for regular functioning of the POS terminal and electronic equipment;
5. Use delivered POS terminals and electronic equipment exclusively in accordance with the "Instructions for Acceptance of Cards as Payment Instruments at POS Terminals" « and » Instructions for Acceptance of Payment Instrument for Instant Credit Transfer at the POS«
6. Not use POS terminal and electronic equipment in the way and for the purpose of objectives which have not been previously approved by the technical assistance, and it shall not change the terminal and/or its accompanying equipment in any way, and it shall not change the SW in any way, if it has not received previous approval of technical assistance to do that;
7. Keep the delivered electronic equipment and POS terminals safe from all possible risks with due entrepreneurial care;
8. Immediately notify the technical assistance on any malfunction or interruption that occurs in operations with electronic equipment and POS terminal;
9. Not take any actions for repairing or attempting to repair the POS terminal and electronic equipment on its own. Otherwise, it shall reimburse all expenses of re-installation of POS terminal for commissioning and shall reimburse the damage that occurred on the POS terminal;
10. At the Bank's request, at the end of each business year, submit an Inventory of POS Terminals and Electronic Equipment provided for use.
11. In the event that the Acceptant is the owner of POS terminals, the costs of license for using SW and training for operations with the POS terminal shall be paid by the Bank, while the costs of preparing the POS terminal for commissioning and installing SW and the costs of POS terminal and electronic equipment maintenance shall be paid exclusively by the Acceptant, during the duration of contractual relation between the Merchant and the Bank, in the meaning of enabling use of the aforementioned and in the manner foreseen under the agreement. The Acceptant shall pay these costs directly to the External Partner of the Bank.
12. The Acceptant is liable to visibly highlight at the entrance to the sale venue the labels of the payment card schemes in order to notify customers about the possibility of paying with various payment instruments based on payment cards, as well as the IPS label if it accepts payments via instant credit transfers at its point of sale. 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 before initiating the payment process.
13. 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.
14. After the end of the shift/business day, the Acceptant shall perform all actions foreseen in the "Instructions for Acceptance of Cards as Payment Instruments at POS Terminals", which are a prerequisite for electronic transfer of data and promptly payment by the Bank.
15. If the Bank is unable to charge fees from the issuing bank or customer/cardholder due to delay in execution of obligations of previous paragraph, such resulting damage shall be charged to the Acceptant.
16. The Acceptant shall:
 - not promote cash payments or in any other way destimulate customers/card holders to use the card payment option;
 - not approve discounts for goods/services paid in cash or raise the price of goods/services by the fee amount due to payment by payment card;
 - not in any way promote use of POS terminal of another bank, for the damage of the Bank;
 - not accept the card on the account of charging for previously accumulated debt, for payment of previously delivered goods/provided services or as payment on the account of uncleared cheques;
 - not scan the magnetic stripe data or chip, outside of the POS terminal of the Bank and in a manner that is not defined in the "Instructions for Acceptance of Cards as Payment Instruments at POS Terminals".
 - keep the slips/receipts on the basis of card payments at POS terminals for at least 3 years, starting with the day of the executed transaction and that it shall submit them to the Bank at its request within 3 days from the day of receiving the request. The Acceptant shall be responsible for any damage resulting from failure to fulfil these obligations.
18. The Acceptant must not dispose or sub-lease the electronic equipment and POS terminal after those have been provided by the Bank for use.
19. Damage liability:
 - The Acceptant shall be responsible for the damage resulting from the use of electronic equipment and POS terminal contrary to the "Instructions for Acceptance of Cards as Payment Instruments at POS Terminals", instructions received from the technical assistance, or contrary to the purpose of the equipment.
 - The Acceptant shall be responsible for any abuse of POS terminal and use of it with fraudulent intent.
 - The Acceptant shall also be responsible for any damage to the Bank, third parties and/or property related to any abuse of POS terminal and use of it with fraudulent intent. The Acceptant is responsible, regardless whether the POS terminal was used by a person operating according to its orders or a third party to whom it enabled use of the POS terminal.
 - The Acceptant shall undertake all risks related to loss and destruction of the POS terminal provided to it by the Bank for use, except in the event of force majeure.

20. The Acceptant shall immediately notify the bank via certified mail or via e-mail, if such form of communication has been agreed on between the Acceptant and the Bank, on all changes in its registration (name, head office, activity, e-mail address, current account, disconnection of the Point of Sale, bankruptcy or liquidation, and similar), which are important for the realization of the Agreement on Accepting Payment cards. The Acceptant shall reimburse all damage to the Bank resulting from failure to fulfil this obligation.

V. RIGHTS AND OBLIGATIONS OF THE BANK

The Bank shall:

1. Deliver the agreed quantity of functional POS terminals along with the accompanying equipment.
2. Install POS terminals and electronic equipment provided for use, and make them operational.
3. Maintain the equipment provided from Bank for use during the entire duration of this Agreement and shall perform necessary repairs and replacements on those.
4. Organize technical assistance for the Acceptant intended for correct use and maintenance of the equipment provided for use. Technical assistance shall be organized by the External Partner of the Bank.
5. Provide phone contact with technical assistance on business days, weekends and holidays in the period 00-24 hours.
6. Organize and hold training for the person the Acceptant delegates for handling of POS terminals, for the purpose of qualifying them for expert handling of the delivered electronic equipment, pursuant to the submitted "Instructions for Acceptance of Cards as Payment Instruments at POS Terminals"« and »Instructions for Acceptance of Payment Instrument for Instant Credit Transfers at the POS«
7. Submit to Acceptant once a month information on each individual payment transaction performed on POS terminals installed at Acceptant Point of Sale.
8. The Bank shall execute payment to the current account of the Acceptant based on received electronic records of transactions initiated by payment cards of domestic and foreign issuers, no later than 5 business days, except in the case of instant credit transfer in which case the Bank shall execute payment immediately after receiving a positive reply about accepting the instant transfer order.
9. The Bank shall execute payment to the current account of the Acceptant on the basis of received electronic records on transactions for DinaCard, Mastercard/Maestro and VISA/VISA Electron cards of local and international issuing parties within 5 business days at most.
10. The Acceptant shall agree to the Bank's decrease of amount of inpayment on the basis of recorded turnover at the POS terminals for the amount of the agreed fee (commission). The Bank leaves an option for the Acceptant to request a different manner of charging for the agreed fee, by addressing the Bank in written form, where the Bank shall decide on each individual request in the meaning of this and notify the Acceptant on the decision.
11. In exceptional cases, if these is based suspicion of regularity of transaction (suspicious or falsified cards, more slips/receipts for the same payment, and similar), the Bank retains the right not to execute payment until all circumstances have been inspected.
12. Exceptionally from the aforementioned, if suspicion in regularity of transaction occurs after the Bank executes payment based on it, the Acceptant shall agree that the Bank may debit the Acceptant's current account for the amount of the executed payment on the basis of suspicious transactions, until all circumstances are inspected.

VI. USE OF SW FOR USAGE OF POS TERMINAL

For the purpose of using SW for usage of POS terminal:

1. The SW at the POS terminal is valid only if it was installed and maintained by the External Partner of the Bank in case the Acceptant is the owner of the POS terminal.
2. Right to use SW given to the Acceptant is a personal and exclusive right.
3. The Acceptant must not conduct any changes on the SW under any circumstances.
4. The Acceptant is explicitly forbidden to reproduce fully or partially the SW for its further use.
5. The Acceptant must not under any circumstances decode nor attempt to decode the SW, nor in any manner undermine its system of protection.
6. Permission to use the SW is exclusively connected to the validity of this Agreement and the invalidity of the Agreement automatically invalids the permission to use the SW.

7. If the Acceptant, owner of the POS terminal, does not abide by the above provisions the Bank retains the right to terminate this Agreement and the right to demand compensation for damages caused by using an invalid SW, and/or not installed and maintained by an External Partner of the Bank.

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

1. Complaints on transactions executed at the POS terminal by using payment cards can be filed by the Cardholder himself or another bank/financial organisation in the country or abroad.
2. In the event of a complaint of customer/holder of the payment instrument the Acceptant is liable to deliver all the requested information to the Bank.
3. The Acceptant is solely and exclusively responsible for the quality of purchased goods or provided service. All complaints and objections of the customer/cardholder 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.
4. 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 account of the Acceptor 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 decreases the next transfer of funds based on trade at online points of sale installed at the Acceptant's for the amount of disputed transaction and all possible costs.
5. 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.
6. 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

VIII. CEASE OF USE OF POS TERMINAL

1. The Bank has the right to terminate the Agreement on Accepting Payment Cards closed for an indefinite period, with a termination period of two months, and the Merchant has the right to terminate the Agreement on Accepting Payment Cards with a termination period of one month with the obligation to previously settle all obligations towards the Bank based on the Agreement on Accepting Payment Cards. The cancellation period is calculated from the date of delivery/receipt of a written cancellation.
2. The Merchant is obliged during the cancellation period, which is defined in previous paragraph, to accept payment cards.
3. The Bank may unilaterally terminate the Agreement on Accepting Payment Cards, without a termination period in the following cases:
 - The Acceptant is violating SC on use of POS services and is not abiding by the "Instructions for Acceptance of Cards as Payment Instruments at POS Terminals"
 - If the account of the merchant is inactive for the period of 6 (six) consecutive months
 - In the event circumstances arise which are stipulated by regulations and procedures regarding money laundering and financing terrorism
 - If the Acceptant does not notify the Bank in writing about every status change relevant for enforcing the Agreement.
4. Upon expiration of the period defined in the section 2 of this article, the Merchant is liable, regardless of the cause of ceasing the use (disconnection of a single Point of Sale, termination of contract, etc.), return the delivered POS terminals and Electronic Equipment to the bank immediately, 7 (seven) days after the cause of ceasing of use arose at the latest. In a case of closing each individual Point Of Sale, Merchant is obliged to return delivered POS terminals and Electronic Equipment to the Bank immediately.
5. The Acceptant is liable to return electronic equipment and POS terminals undamaged and in usable condition, with the Acceptant not being responsible for wear of the equipment caused by regular use, nor damage due to deterioration of the equipment and the POS terminal.
6. Verifying and determining the Condition of the returned POS terminals and Electronic Equipment is conducted by the External Partner of the Bank during the handover from the Acceptant or the Bank.

IX. THE ACCEPTANT'S RIGHT TO COMPLAIN

1. The Acceptant may submit a complaint, only in writing, in one of the following ways:
 - i. In business premises of the Bank, using the Contact Form 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
 - iv. Through the Bank's website
 - v. Through an electronic or mobile banking application, if the complaint refers to services that the Bank provides or has provided through those services.
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. Along with the complaint submitted through the proxy, a special power of attorney is also submitted by which the user/legal representative of the client authorizes the proxy to file a complaint on the bank's work on his behalf and for his account and undertake actions in the procedure based on that complaint, and by which he gives permission to them make available to that representative information that represents banking secrets, in the sense of the law governing banks, that is, business secrets in the sense of the law governing payment services. For the written complaints submitted to the Bank electronically, via dedicated e-mail or website, that is through an electronic or mobile banking application, 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.
 5. 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.
 6. The Bank shall not charge the complainant a fee, or make any other charges for acting upon his complaint.
 7. If the user is not satisfied with the response to the complaint or the response to the complaint has not been sent to him within the prescribed period of 15 days, he can submit a complaint to the National Bank of Serbia, within six (6) months from the date of receipt of the response, by mail to the address of the National Bank of Serbia, PO Box 712, 11000 Belgrade or via the website: https://www.nbs.rs/sr_RS/formulari/prituzba/
 8. 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.
 9. 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.
 10. A mediation process shall not preclude or affect the exercise of the right of the complainant to court protection.

X. FINAL PROVISIONS

1. The Bank retains the right to amend these SC on Use of POS Services, where it shall previously notify the Acceptant, if the amendments relate to the contractual relation between the Acceptant and the Bank, in the manner and within deadlines defined by the framework agreement the Acceptant has entered into with the Bank.
2. About all changes to these SC on Use of POS Services the Bank shall notify Merchants through established communication channels, two months before the beginning of their implementation. It is considered that the Merchant agrees with the amendments to these SC on Use of POS Services if by the date of their entry into force Merchant does not inform the Bank that it does not accept them. By receiving notification of non-acceptance of changes and amendments to these SC on Use of POS Services, it will be considered that the respective contract is cancelled by the Merchant.
3. For everything that has not been foreseen with these SC on Use of POS Services, General Conditions for providing payment services to private individuals, entrepreneurs and agriculturists, General Business Conditions for private individuals, entrepreneurs and agriculturists - General part and Agreement on Accepting Payment Cards shall be applied.
4. In the event of a dispute, the competent court is the locally and actually competent court in Republic of Serbia.

5. These SC on Use of POS Services have been produced in accordance with the Law on Payment Services and regulations of the Republic of Serbia and are available on the Bank's website www.unicreditbank.rs , as well as in all Bank branch offices.
6. These SC on Use of POS Services 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 SC on Use of POS Services shall enter into force on the day of adoption by the Bank's Management Board, and shall become effective as of 8th of January 2024.

Supervisory Board of UniCredit Bank Serbia JSC