

# **SPECIAL CONDITIONS FOR USAGE OF PAYMENT TRANSACTION WITH LOW-VALUE PAYMENT INSTRUMENT UNICREDIT BANK SERBIA JSC BELGRADE**

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### Introductory provisions:

UniCredit Bank Serbia JSC Belgrade, as payment service provider (hereinafter referred to as: the Bank), with these Special Conditions for usage of payment transaction with low-value payment instrument (hereinafter referred to as: Special Conditions) regulates mutual rights and obligations of the Bank and Cardholder related to low-value payment instrument.

### I. Explanation of certain terms

1. **Low-value payment instrument** means a payment instrument which relates solely to the execution of individual payment transactions whose amount does not exceed RSD 3,000, or whose aggregate spending limit does not exceed RSD 15,000 or whose total value of funds stored on that payment instrument does not exceed RSD 15,000 at any time, for which the conclusion of a separate agreement in writing is not provided and whose possible amendments the Bank is not obliged to deliver to users in writing. Within the meaning of these Special Conditions, low-value payment instrument is a Prepaid non-rechargeable card (hereinafter referred to as **PrePaid card**).
2. **Spending limit** - amount up to which the Cardholder can use the PrePaid card.
3. **PrePaid card**- A non-personalized payment debit card that is collected from the Bank by the Card Buyer
4. **Buyer** – Legal or natural person who buys a PrePaid card as a gift to a natural person/s.
5. **Cardholder** – natural person to whom the Card Buyer gives a PrePaid card as a gift.
6. **CVV2 code** - means a three-digit number on the back of the card used for the card verification in online payments.
7. **3D Secure environment** - an environment for payments at Internet points of sale, which implies additional authentication of the Cardholder at the time of giving consent for the execution of a payment transaction initiated with Mastercard or VISA payment cards
8. **Personalised security credentials** mean personalised data and features provided by the payment service provider to a payment service user for the purposes of authentication (eg PIN code or OTP code for 3D Secure authentication).
9. **Acceptor/Recipient of payment** - a person designated as the recipient of funds that are the subject of a payment transaction.
10. **Acceptance point** – the point of sale of the payee's goods and/or services, where there is a device through which card transactions can be initiated (POS terminal, online point of sale).
11. **POS (Point of Sale) terminal** - is an electronic or mobile 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.
12. **Online point of sale** - a point of sale of the payee's goods and/or services on the Internet that accepts a card as a non-cash means of payment.

### II. General conditions

1. The Bank issues an internationally valid non-rechargeable Mastercard PrePaid payment cards and nationally valid non-rechargeable DinaCard PrePaid payment card on the basis of a signed Request by the Customer, and a signed Confirmation of purchase/collection of the PrePaid card. The buyer of the card is obliged to hand over the Special Conditions to the User along with the PrePaid card in order to inform him with the conditions for using the PrePaid card.
2. PrePaid card is not personalised, thus the User who executes the payment transaction remains anonymous. PrePaid card is on the name of the Cardholder who is obliged to sign it on the back.
3. The amount of funds that can be paid and the amount of one-time fee for the issuance of PrePaid card is defined by the Tariff for debit and credit cards for private individuals and agriculturists, Tariff for general banking services for SME clients, Tariff for debit and credit cards for Entrepreneurs and Tariff fees for general banking services for corporative clients. Subsequent payments to the PrePaid card cannot be made.
4. Prepaid non-rechargeable card may be used up to the amount paid when payment card was purchased and up to the expiration date.
5. If undrawn amount remains on the PrePaid card after the expiration date, the client may request transferred of remaining funds to the new card with one-time fee, defined by the Tariff for debit and credit cards for private individuals and agriculturists, Tariff for general banking services for SME clients Tariff for debit and credit cards for Entrepreneurs and Tariff fees for general banking services for corporative clients.

### III. Usage of the card and spending of the limit

1. Only the Cardholder, person who signed the card only can use the card in accordance with these Special Conditions.
2. The PrePaid card can be used for non-cash payment of goods and services in the country and/or abroad, as well as for payments at Internet points of sale. With the PrePaid card, cash cannot be withdrawn from ATMs, POS terminals or bank counters. For payments at Internet points of sale, if necessary, the User enters the CVV2 code from the back of the card, which serves to verify the card. It is not possible to use the PrePaid card at Internet points of sale that use the 3D Secure environment. The bank is not responsible for the quality of purchased goods/services.
3. Consent for the execution of the payment transaction is given by the User before the execution of the transaction. It is considered that the User has given his consent to the execution of the transaction if, during the transaction, the validation of the data from the card, i.e. the personalized security elements of the card, has been carried out by reading the magnetic stripe and signing the slip or by entering the security elements required by the Acceptor at the Internet point of sale (card number, validity date, CVV2 /CVC2 code). After giving consent for the execution of a payment transaction, the consent cannot be revoked except in the case of an agreement between the Card User and/or the Bank and/or the Acceptance Point.
4. The time of receipt of the payment order means the moment when the Bank received the electronic data on the payment transaction from the Bank of the payee. The deadline for executing a payment transaction using a PrePaid card begins when the Bank receives the payment order delivered to it by the Accepting Bank. The Bank, as the issuer of the PrePaid card, is obliged to ensure that the amount of the transaction is approved on the Acceptor's account within the specified period from the moment of receipt of the payment order. The bank is obliged to ensure that the debit date of the PrePaid card account is the same or later than the date when that payment account is debited for the amount of the payment transaction.
5. All transactions made in the country or abroad are calculated in dinars. For all transactions made abroad in the euro zone the Bank will apply the sales rate of the Bank on the day of transaction booking. All transactions made abroad outside the euro zone are subject to conversion from local currency to EUR according to the exchange rates applied by the MasterCard card association.
6. By using the PrePaid non-rechargeable card, the available limit is reduced.
7. PrePaid non-rechargeable card cannot be given as a pledge or security instrument for the payment.
8. The Point of sale issues a copy of the slip/receipt for executed payment. The bearer is required to sign the copy the slip/receipt in the way he signed the payment card and the slip/receipt remains with the Acceptor. With his signature the bearer guarantees that the amount is correct.
9. The Bank does not have the technical capabilities to provide the User with information after the execution of an individual payment transaction initiated by a PrePaid card
10. Balance at PrePaid non-rechargeable card can be checked by calling the Contact Centre at +381 11 3777 888 or in the nearest branch of the Bank.
11. Prepaid card can be used up to the amount paid when purchasing a payment card and until the expiration date.

### V. Liability of the bank and the Card User for an unapproved, unexecuted or improperly executed payment transaction

1. If the Bank is responsible for an unapproved payment transaction, it is obliged, at the Card User's request, to refund the amount of that transaction to the Cardholder without delay, i.e. to return the card account to the state in which it would have been if the unapproved payment transaction had not been carried out, as well as to perform refund of all fees charged to the Cardholder, except in case of suspicion of fraud or abuse on the part of the Cardholder, in which case within 10 days from the day of learning about the unauthorized payment transaction, justify the refusal of the refund and report the fraud/abuse to the competent authority or make a refund to the User, if he concludes that he did not commit fraud or abuse.
2. In the event that there has been an unauthorised use of the payment card or of the data from the payment card - the Cardholder shall, immediately after finding this out, and not later than within 13 days from the date of debiting, report to the Bank the transaction executed by unauthorised use of the card or of the data on the card, in which case he/she may bear the loses as a result from the unauthorised use up to a maximum of RSD 3,000.
3. The Cardholder shall bear all loses in connection with any transaction executed by means of abuse which he/she does himself/herself, and shall bear the loses made as a result of failing to fulfil his/her obligation to immediately inform the Bank of the lost, stolen and misuse of the payment card, the obligation to adequately keep his/her card and the PIN code, as well as other obligations under these SC for Debit cards
4. The Cardholder shall bear no loses for an unauthorised payment transaction arising from transactions executed after reporting to the Bank the lost, stolen or unauthorised use of the payment card or payment card data:
  - i. if the loss, theft or misuse of the card was not detected by the User before the execution of the unapproved payment transaction, unless the User did not fulfill his obligations arising from these PU operations with debit cards
  - ii. If the unapproved payment transaction is the result of the Bank's action or omission,
  - iii. if the Bank does not provide at all times appropriate means of notification of a lost, stolen or misappropriated payment instrument,

iv. on the basis of transactions carried out after reporting to the Bank the loss, theft or unauthorized use of the debit card, i.e. the data from the debit card, unless Cardholder committed abuse or participated in abuse or acted with the intent to defraud

v. If the Bank does not require and does not apply reliable authentication of the Card User in cases where it is legally obliged to do so, unless the loss is due to the fraudulent actions of the Cardholder.

5. If the Bank refunds the amount of the transaction to the Card User, and subsequently undertakes appropriate activities to determine possible fraudulent actions of the Card User, and on that occasion it is determined that the Card User acted fraudulently, the Card User bears all losses and is obliged to return to the Bank the amount that the Bank returned To the card user.

## **VI. Damaged, stolen or lost card**

1. The Cardholder is responsible to report the loss or theft of the PrePaid card to the Bank without delay and to request the Bank to block its further use. The user reports the loss/theft of the card to the Contact Center phone number +381 11 3777 888, and on this occasion, it is necessary to give the Bank the entire number of the PrePaid card in order to block it.
2. The Bank retains the right to limit the use of payment card (blockade) in accordance with the General Conditions for providing payment services to Individuals, Entrepreneurs and Farmers, as well as in the following cases:
  - i. if there are legitimate reasons concerning security of the payment card.
  - ii. if there is a doubt with regard to unauthorised or fraudulent use of the payment card, or as a result of fraud. In the case of suspicious transactions, the Bank blocks the card until the Cardholder authenticates the transaction as his transaction by calling the phone number placed on the back of the card.
  - iii. in the case when transactions on POS are made by the card, which compromising activity was previously recorded (misuse of data, etc)

## **VI. CARDHOLDER'S RIGHT TO CHECK TRANSACTION AND COMPLAINT**

1. The Cardholder/ is obliged to save and present a copy of a slip/receipt for the eventual checks of a transaction made.
2. The Cardholder/ 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. The request for verification of the transaction is submitted by the User to the Bank in the event that the payment initiation service provider was also involved in the execution of the payment transaction.
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.
4. Upon termination of the Bank's about submitted Request, the User will be informed of the result, and if he is not satisfied with the performed checks or the result of the proceeding, he / she has the right to complain to the Bank, who submits in the manner defined by this SC for Debit cards.
5. If it is established that the Check Request is unfounded, the Bank will charge the Cardholder for all operational costs incurred due to the process thereof according to the relevant Fee Tariff.
6. Any complaints regarding the quality of goods and/or services paid by a debit card shall be addressed by the Cardholder/person named on the card only to the seller of the goods and/or services - Acceptor. If a merchant refunds the assets to the Cardholder, on the basis of founded complaint regarding the quality of goods and/or services or for other reasons, the Bank shall not incur the costs of foreign exchange differentials, if any, if the initial transaction was made in a foreign currency and/or booked by debiting the Cardholder's account in a currency other than the refund currency.
7. The user of the main card can send a complaint to the Bank if he believes that the bank does not comply with the provisions of the law, other regulations, the General Business Conditions / Special Business Conditions or good business practices and obligations from the contract he has concluded with the bank, and with the complaint expresses dissatisfaction with the bank's actions or indicates its omissions. Regardless of whether it is a complaint related to a basic or additional debit card, the User of the financial service, i.e. the account owner must also be the complainant to the Bank, except in the situations described in more detail in point 11 of these Special Terms and Conditions.

8. The user of the main card has the right to complain within three years from the day when his right or legal interest was violated in accordance with the previous point. If the User of the basic card submits a complaint after the expiration of the specified period, the Bank will inform him that the complaint was submitted after the expiration of the prescribed period and that he is not obliged to consider it.
9. The user of the main card 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  
11000 Belgrade
  - iii. By e-mail at: [josbolje@unicreditgroup.rs](mailto: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.
10. It is necessary that the complaint contains data of the complainant, on the basis of which his identification can be carried out, that is, the determination of the business relationship that the complainant has with the Bank, to which the complaint refers, as well as the reasons for submitting it.
11. Along with the complaint submitted through the proxy, a special power of attorney is also submitted by which the user/client's legal representative authorizes the proxy to file a complaint on the bank's work on his behalf and for his account and undertakes actions in the procedure based on that complaint, and by which he gives approval to make available to that representative information that constitutes a banking secret, in the sense of the law regulating banks, that is, a business secret in the sense of the law regulating payment services.
12. For written complaints submitted to the Bank in electronic form, via email, to the electronic address established for the delivery of complaints, through the Bank's internet presentation, i.e. through the electronic or mobile banking application, the Bank will confirm receipt of the complaint by email on the same working day when the complaint is received, while complaints received outside the established working hours of the Bank will be considered to have been received on the next working day, and the complainant will be informed about this in the confirmation of receipt of the complaint.
13. The bank will deliver a clear and comprehensible answer to the complaint in written form to the person submitting the complaint no later than 15 days after receiving the complaint. If the Bank, for reasons beyond its control, cannot provide an answer within the stated deadline, that deadline may be extended by a maximum of 15 days, of which the Bank will inform the complainant in writing within 15 days of receipt of the complaint. The bank will clearly and comprehensibly state in the relevant notification the reasons why it could not provide an answer within 15 days from the day of receipt of the complaint, as well as the deadline for giving an answer.
14. The bank will not charge the complainant a fee or any other costs for handling the complaint.
15. 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 may 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 through the website: [https://www.nbs.rs/sr\\_RS/formulari/prituzba/](https://www.nbs.rs/sr_RS/formulari/prituzba/).
16. The disputed relationship between the user and the Bank can also be resolved in an out-of-court procedure - a mediation procedure, which is initiated at the proposal of one of the parties to the dispute, which was accepted by the other party. It can be conducted before the National Bank, without costs for the parties in the dispute, but also in the Mediation Center or it can be conducted by the bank. An interested party can submit a proposal for mediation before the National Bank of Serbia as an intermediary to the National Bank of Serbia in the manner described on the internet presentation <https://nbs.rs/sr/ciljevi-i-funkcije/zastita-korisnika/medijacija/index.html>
17. This proposal for the initiation of the mediation procedure, which the user submits to the National Bank of Serbia, must also contain a deadline for its acceptance, which cannot be shorter than 5 days or longer than 15 days from the date of submission of the proposal.
18. The mediation procedure does not exclude or affect the realization of the complainant's right to judicial protection.

## VI. Final Provisions

2. By signing the PrePaid non-rechargeable card, the bearer of the PrePaid non-rechargeable card confirms that he/she is familiar and agrees with all provisions arising from these Special Conditions. The Bank will not specifically notify the bearer of the PrePaid non-rechargeable card on amendments to the Special Conditions.

3. For all that is not provided in these Special Conditions, the Special Conditions for providing payment services to private individuals, entrepreneurs and agriculturists and the Special Conditions for Debit Cards for individuals, entrepreneurs and agriculturists shall be apply.

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