

## **GENERAL TERMS OF PROVIDING PAYMENT SERVICES TO CORPORATES**

### **I. INTRODUCTORY PROVISIONS**

#### **Article 1**

In the General Terms of Providing Payment Services (hereinafter: General Terms) to Corporates (hereinafter: User), Erste Bank a.d. Novi Sad (hereinafter Bank) shall, as the payment service provider, set out the mutual rights and obligations relating to payment service execution in accordance with the Law on Payment Services (Official Gazette no. 139/2014 and 44/2018) and the accompanying by-laws.

#### **Terms**

##### **Article 2**

- 1) payment transaction means an act, initiated by the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;
- 2) payment order means any instruction by a payer or payee to its payment service provider requesting the execution of a payment transaction;  
Payment order means order in hard copy issued by the consumer at the Bank business units, verbal order approved by the Bank for individual Users as the method of issuance, e-order electronically issued by user to the Bank  
in the manner approved by the Bank (e-mail, fax), and order issued using the Bank application for Internet payments the so-called E-Bank and an order issued using the Bank application for M-Bank;
- 3) e-payment order means electronic message containing instruction which is electronically generated, sent, verified, received, processed, and stored;
- 4) payment account means account used for executing payment transactions, maintained by payment service provider; Payment account may be current or other payment account;
- 5) current account is payment account maintained with the Bank, used for executing payment transactions and for other purposes relating to services provided by banks to payment service users.
- 6) payment instrument means any personalised device and/or a set of procedures agreed between the payment service user and the payment service provider, used by the payment service user in order to issue a payment order;
- 7) payment card means a payment instrument issued to the User based on request for payment card issuance opted for by the User in the course of account opening or subsequently in the course of the account maintenance.
- 8) payment service user means, in sense of these General Terms, a legal entity that uses or has used a payment service in the capacity of a payer and/or payee or has addressed the payment service provider in order to make use of such services;
- 9) payer means a natural person or legal entity that issues a payment order from its payment account or gives consent to execute a payment transaction based on the payment order issued by a payee, or, if there is no payment account, a natural or legal person that issues a payment order;
- 10) payee means a natural or legal person designated as the recipient of funds subject to a payment transaction;
- 11) business day means a day, namely part of the day in which the relevant payment service provider of the payer or of the payee involved in the execution of a payment transaction is open for business as required for the execution of a payment transaction to its payment service user;
- 12) credit transfer means a payment service where the payer instructs the payment service provider to initiate the execution of one or more payment transactions, including the issuing of a standing order and credit instant transfer;
- 13) credit instant transfer means domestic payment transaction in RSD which may be initiated by a payer at any time of day, every day in year, and the transfer is executed instantly or almost instantly through the National Bank of Serbia IPS payment system.
- 14) direct debit means a payment service where a payee, based on the payer's consent, initiates a payment transaction to debit the payer's payment account. The payer may give such consent to the payee, its payment service provider or payee's payment service provider.

- 15) standing order means an instruction given by the payer to the payment service provider which holds the payer's payment account to execute credit transfers at regular intervals or on predetermined dates;
- 16) value date means a reference date, that is, reference time used by a payment service provider for the calculation of interest on funds debited from or credited to a payment account;
- 17) reference exchange rate means the exchange rate which is used as the basis to calculate any currency exchange which is made available by the payment service provider or comes from a publicly available source;
- 18) reference interest rate means the interest rate which is used as the basis for calculating interest which is publicly available and is determined independently of the unilateral will of the payment service provider and the user which have entered into a payment service agreement;
- 19) unique identifier means a combination of letters, numbers and/or symbols specified to the payment service user by the payment service provider to be used in a payment transaction to identify unambiguously the respective payment service user and/or its payment account;
- 20) domestic payment transaction means a payment transaction in which the payer's payment service provider and payee's payment service provider provide the service within the territory of the Republic of Serbia;
- 21) international payment transaction means a payment transaction where a payment service provider provides this service in the territory of the Republic of Serbia, and another one provides such service in the territory of a third state, as well as the payment transaction where the same payment service provider provides such service to a payment service user in the territory of the Republic of Serbia, and for the same or another payment service user in the territory of a third state; transactions in dinars between residents and non-residents as well as transactions in dinars between residents shall be deemed as international payment transactions;
- 22) IBAN (International Bank Account Number) means a single international bank number of the User's FX account which ensures payment process automation in international payments;
- 23) PIN (Personal Identification Number) means a personal identification number assigned to the User for payment instrument, used for unambiguous identification of the User and granting of consent for payment transaction execution;
- 24) payment system means a system for the transfer of funds between its participants with written and standardised procedures and rules for the processing, netting, and/or settlement of transfer orders, applied to all participants in the system.
- 25) NBS IPS system means a system the operator of which is the National Bank of Serbia which enables the payment service providers to execute single instant credit transfers (instant payments) 24 hours a day, seven days in week, 365 days in year (24/7/365) almost instantly, i.e. within only a few seconds.
- 26) corporate entities – legal entities, authorities, and organisations of government, government administration authorities, local government units, associations, and societies (sport, culture, charity, etc.), and other legal entities.
- 27) Bank acts – in sense of the provisions of the General Terms of Business means any documents and decisions which are, according to prescribed procedure, passed by the Bank authorised bodies and made available to the User through individual Distribution Channels, governing the rights, authorisations, and obligations of the User, User's Representative, and any other persons assuming the rights and obligations for the User to the Bank as well as of the Bank itself (for example: General Terms of Business of the Bank, Price Lists, decisions on fees, etc.)
- 28) Distribution Channels – means any methods and means through which access, agreement, and use of the Bank product or service are possible. Within the wording of the General Terms, the term "distribution channel" may mean one of the following: Bank business unit (branch, sub-branch, teller desk), Internet presentation of the Bank <http://www.erstebank.rs> (hereinafter: web page), E-Bank, M-Bank, ATMs, and other determined by the Bank to be a distribution channel for specific product or service.
- 29) Account – means any current and other payment account opened at the Bank, used for the execution of payment transactions in local and foreign currency as well as for other purposes relating to payment transaction services.
- 30) payment account change means a service provided by the payment service provider to the User, in accordance with the Law on Payment Services.
- 31) Payer's payment service provider means a bank where the account of the person who is debited in the amount of the payment transaction initiated by such person as the payer is maintained
- 32) Payee's payment service provider means a bank where the account of the person who is debited in the amount of the payment transaction initiated by such person as the payee is maintained.

## **II PAYMENT SERVICES**

### **Article 3**

The Bank shall execute the following payment services:

- 1) services of account opening and maintaining and closing
- 2) services ensuring incoming payment of cash on payment account, services necessary for such account opening, maintaining, and closing;
- 3) services ensuring outgoing payment of cash on payment account, as well as any services necessary for such account opening, maintaining, and closing;
- 4) fund transfers from/to a payment account, in one of the following ways:
  - (1) credit transfers,
  - (2) direct debit, including one-off direct debit,
  - (3) using a payment card or similar means;
- 5) execution of payment transactions where funds are covered by a credit line for a payment service user, in one of the following ways:
  - (1) credit transfers,
  - (2) direct debit, including one-off direct debit,
  - (3) using payment card or similar means;
- 6) issuing and/or acquiring payment instruments where the payment service provider enables to the payee the execution of payment transactions initiated by the payer using particular payment instrument;

### **Framework Payment Service Agreement**

#### **Article 4**

Payment Service Agreement shall be executed as framework payment service agreement.

Framework Payment Service Agreement includes agreement on account opening and maintaining/application form for E-Bank/M-Bank, direct debit form, General Terms, Price List, and the Cut-off Times of the Bank.

Framework agreement is executed in writing in Serbian or both Serbian and English.

The Bank shall ensure that the Payment Service User receives minimum one copy of the framework agreement.

### **Account Opening and Maintaining**

#### **Article 5**

The Bank shall open payment account based on completed Account Opening Application and documentation referred in the List of Necessary Documentation for Account Opening, as well as other documentation concluded by the Bank, in the process of documentation collection, to be necessary for the identification of the User and beneficial owner. In the event the User does not provide the data which would enable the Bank to implement the analysis of the User, in accordance with the provisions on the Law on the Prevention of Money Laundering and Terrorism Financing, the Bank will not onboard the User or it will terminate already established relation.

Distribution Channels – means any methods and means through which access, agreement, and use of the Bank product or service are possible. Documentation shall be provided in writing (original, copy, or certified copy) according to the specification from the List of Necessary Documentation received upon request together with Account Opening Application and it may be overtaken at all of the Bank sales units as well as on the Bank Internet presentation.

When opening current account, the Bank shall provide the User with the data on the number of account serving as unique identification designation of the User in payment transactions, which is to be stated when executing payment services.

Opened account shall be reported to the National Bank of Serbia in the Single Account Register.

The Bank shall reserve the right to reject Application without any obligation to explain its decision to applicant.

The Bank shall enable the User opening a payment account with a new payment service provider to change the payment account in the same currency, solely based on the authorisation by the User submitted in writing to the new service provider, provided that the User has no overdues under such account and that other conditions prescribed in the Law on Payment Services are fulfilled. The Bank shall be entitled to charge the fee for such service, in accordance with the Law.

FX accounts shall, from the date of the application of these General Terms, be opened and maintained for every currency individually.

The users who, until the date of the application of these General Terms, held a multi-currency FX account on which they had a balance or turnover in a foreign currency, will be opened by the Bank new FX accounts, for every currency, they had on balance, or in which they had turnover on the account.

The existing FX account of the users who held FX account, without any balance and turnover on the account, will be tied to EUR currency.

To such newly opened FX accounts, the provisions of agreement on account opening and maintaining executed with the Bank, existing signature specimen, and E-Bank/M-Bank authorisations will apply.

From the date of the application of these General Terms, the Bank may open specific accounts to the User for particular purposes (such as account for the cover of payment to abroad, account of cover – for payment to Kosovo, account for inflows from abroad based on credits, account for inflows from abroad based on donation, account for inflows from Kosovo, etc.).

To such opened accounts, the provisions of agreement on account opening and maintaining which have been executed with the Bank, existing signature specimen, and e-bank authorisations apply.

The client will be notified on transactions on specific accounts by the Bank through statements from such accounts.

If the User needs to execute payment transactions in a currency which is not tied to the account, it is necessary to address the Bank, for the purpose of opening of the account in such currency;

#### Article 6

The first business relation of the Bank and User shall be exclusively established in personal contact of the Bank personnel and representative or other persons of User authorised for such operations.

The Bank may identify representative excluding his/her presence in person, through qualified e-certificate.

In proxy/power of attorney, the User shall state the data on the person who will, on behalf of and for the account of the User, be authorised person to physically bring orders, in the event when orders are issued by the User in hard copy.

The Bank shall be entitled to, upon order receipt, identify person, and reject order execution in the event that order provider is the person not stated as such by User. In this manner, the Bank shall prevent fraud and order execution not approved by the User.

For persons having authorisation to use the E-Bank and M-Bank services, the User shall provide the Bank with the data on the authorised persons, in accordance with the rules of the E-Bank and M-Bank use.

### **Data of the User Significant for Safe Payment Service Execution**

#### Article 7

Data of the User significant for safe payment service execution shall include:

- data on legal representative
- data on persons authorised for the disposal of funds on the user's accounts

- data on the persons authorised for issuing electronic payment orders (E-Bank and M-Bank)
- address as well as other contact data of the User
- appointment of proxy holder, procurator, or other person for temporary or restricted representation
- other data registered with the Agency for Business Registers (ABR)
- any change of the above-mentioned data.

Any data relating to private individuals shall be reported by the User by presenting valid identification document and copy of such personal document for the Bank records (for legal representative, procurator, authorised person, and other proxy holder). Application shall also include signature specimen of the private individuals authorised for the disposal of funds from the accounts.

The applicant of the Account Opening Application shall permit the Bank to verify and further process the personal data referred in the Application, in accordance with the Law on Personal Data Protection and the Bank General Terms of Business.

#### Article 8

The User shall register any persons and restrictions of such persons for the disposal of funds on accounts.

In the event the Bank enables the User to issue orders in writing or electronically, the persons of the User holding such authorisations must also be reported.

The User shall, without delay, report to the Bank any changes in authorisations or limitations of the disposal of funds, authorised persons authorised for using the E-Bank/M-Bank and execution of agreements, or other limitations in terms of legal transactions during the agreement effectiveness, otherwise, the Bank shall not be liable for any damage sustained by the User if such obligation is not performed.

#### Article 9

The User shall report the address of its head office, and if such address differs from the address for mail receipt, the User shall report the address for the mail receipt which must include mailing address and electronic i.e. e-mail address, as well as contact telephones and contact persons.

The Bank will define the methods and deadlines of the delivery of regular notifications, such as account balance statements, order execution notification, etc. and it shall be deemed that it has fulfilled its obligation of notification when notifications are delivered to the reported electronic address of the User.

If the User has failed to report the electronic address, the Bank may use the electronic address of the User registered at the BRA for sending of notices.

Any notices/documents may also be submitted to the User through Account Statement (in addition to or in the statement).

General notices relating to the contractual relation of the User and the Bank shall be also delivered by the Bank to the User to its reported electronic addresses.

Unless the User has the electronic address for mail receipt, statements may be overtaken at the Bank's teller desks.

#### Article 10

Reporting of any changes shall be made by the User to the Bank on form: Data Change Application. For the purpose of the efficiency of change reporting, the Bank shall also temporarily accept electronically delivered report of data change and it shall only consider it as warning for the non-execution of orders or other requests of the User until reporting is personally made in the prescribed form and by filing documentation evidencing reported change. Data Change Application may be downloaded by the User from the web pages and at the points of sale of the Bank.

The User shall fill in and provide the Bank with the respective application, in the event of the change in: any data registered with the Agency for Business Registers, court, and other relevant authorities, any data relating to ownership structure change, any data relating to the change in personal data of the

persons authorised for signing and disposal of funds on account, any changes in authorisations of such persons, as well as any changes relating to authorisations provided to special persons by representative.

Timely reporting of change registered in register means reporting of change immediately after such change has been made, without any delay, but no later than 3 days from the occurrence of such change and/or registration at the ABR or within 3 days upon the receipt of the resolution on the change if such change is registered with court or other relevant authority.

#### Article 11

The Bank shall not be liable and shall not bear any damage of the User arising from the User's failure to report, in an accurate and timely manner, any data relating to private individuals having any authorisations with the User, which may impact the execution of payment services and, in general, any funds of the User held with the Bank.

It shall be deemed that the Bank has performed the obligation of the delivery of any notifications to the User based on the registered or reported mailing address or e-mail address, and it will not be liable for any damage arisen on the side of the User due to the failure of reporting address change.

The Bank shall be entitled to refuse services to the User and block the User's account in the event it is aware of the changes defined in Art. from 6 to 10 which have not been reported to the Bank by the User.

The User shall be liable for any failures or damage which may arise due to the non-compliance with the obligation of the submission of data on arisen changes, as well as due to the failure to be in compliance with the obligation of providing any other data required by the Bank.

The User shall immediately and obligatorily notify the Bank on any unauthorised use of payment services (unauthorised order issuance, internal forgeries, signature misuse, etc.) and on any other security breach it becomes aware of.

The User shall be liable to the Bank for the damage which would arise due to unauthorised and incorrect use of service by the User.

The Bank shall be entitled to stop executing payment services to the User as well as block the User's account in the event it is aware of an unauthorised use of services or breach of any other security form.

### III PAYMENT SERVICE PROVISION

#### Payment Order Issuance Method

##### Article 12

The Bank shall receive payment orders through its distribution channels, in accordance with the provisions of account opening and maintaining agreement and the provisions of special agreements on the services (Office banking/Novoklik/Erste eBiz, Erste mBiz, payment cards) provided by the Bank relating to such accounts.

Order may be received at the Bank:

- by personal submission at a branch of the Bank, in writing, - electronically via /Novoklik/Officebanking/Erste eBiz, and Erste mBiz application, or by scanning and presenting QR code;
  - by e-mail or fax to particular Users
- or
- indirectly through a payee (direct debit, submission of bill of exchange for collection, payment card use)

The Bank shall enable the User to submit payment order and processing of payment order by direct submission of the order for the purpose of execution at teller desk, whereas in the event of the submission of cashless payment orders, submission shall also be possible at specific marked location within points of sale.

The Bank shall, based on operation experience, enable individual Users to electronically submit orders (by e-mail or fax) to specifically provided e-mail addresses and/or fax numbers of the Bank. In the event

of applying such method of order submission, the Bank shall be entitled not to execute order in the event of even slightest suspicion of the accuracy and authenticity of an order as well as to revoke such option at any time.

The User may conclude the E-Bank and M-Bank services with the Bank, which are the Bank applications enabling the User to examine its account balance and initiate payment transactions.

Electronic payment order issued within /Officebanking/Novoklik/Erste eBiz, and Erste mBiz application shall have the force of signed order.

At the Bank points of sale, as well as on the Bank's Internet address, there is the Manual on Domestic and International Payments, the User must comply with.

## **Order Receipt Time**

### **Article 13**

The time for payment order receipt shall be the moment when the Bank directly receives an order from the User unless otherwise is agreed, or indirectly through payee.

The date when the Bank indirectly receives payment order or when it is received from payee shall be deemed the date of the initiation of payment transaction execution and verification of the conditions of execution.

If payment service User and the Bank determine that payment order execution is to begin on a certain date or on the date at the end of certain period or on the date when the User makes the funds available to its payment service provider – it shall be deemed that payment order is received on such determined date. Unless such date is business day of payment service provider, it shall be deemed that order is received on the next business day of such provider.

For payment transactions initiated with card after the User has given its consent for payment transaction execution and the Bank has implemented authentication procedure, the time of receipt shall be the time when the Bank receives order for debiting the User's account from the payee's payment service provider.

If payment order receipt time is not business day of the Bank and/or if the Bank has received order after particular deadline for payment order receipt in accordance with the Cut-off Times, it shall be deemed that such order is received on the next business day, save in the event of instant payment when the rules for order execution shall apply based on the Cut-off Times for such payment type.

### **Article 14**

Orders processed in the manner provided for in Article 13 shall include:

- all internal orders (when order issuer and recipient hold accounts at the Bank),
- external orders (when order recipient holds account at other Bank) up to the amount of RSD 300,000.00.
- external orders designated as urgent (when order recipient holds account at other Bank) up to the amount of RSD 300,000.00.

Orders shall be provided in prescribed form, including obligatory documentation, if such documentation is set out in the regulations as obligatory in addition to the order, compiled by the sequence of time of execution determined by the User.

The User and the Bank may arrange a different appearance of the payment order form.

The User may submit order at any business unit of the Bank where payment services are executed or issue the order through the E-Bank/M-Bank application.

In the event of change of a person in signature specimen, payment services may be executed only upon the submission of new signature specimen to the Bank.

The User shall be liable for the accuracy of all data in Order and it shall bear the risk of inputting incorrect data and fraud. Any damage arising from the non-compliance with this provision shall be borne by the User.

The Bank shall not be liable in the event when Order is rejected in payment system or when it is not possible to execute it in a correct and timely manner due to the User's error.

Any orders in the amount exceeding the amount set out in the Law on the Prevention of Money Laundering and Terrorism Finance or orders for the execution of which documentation is prescribed must be provided together with the documentation confirming payment grounds. In the event of submission of order at the Bank teller desk, original documentation shall be presented to the Bank for examination, and the Bank shall keep documentation copy. In the event of order issuance through the E-Bank/M-Bank, documentation shall be submitted via the application (if the application supports such functionality) or by e-mail, whereby the bank shall be entitled to request to be provided with the original for examination.

Orders in which the User requires payments for which obligatory submission of documentation is prescribed as the evidence and/or grounds relating to transaction shall solely be executed by the Bank if prescribed documentation is presented and if such documentation corresponds to the payment nature referred in the order.

#### Article 15

Orders must be filled in a legible, clear, and unambiguous manner. Any data required in order form must be filled in, stating execution date, and including obligatory signatures of persons authorised for signing order.

Signatures on Order must be identical to signatures in signature specimen. If the User wants to use the stamp in the operation with the Bank, it must be separated from signature in respective Order, i.e. stamp imprint must not be put over signature.

Any orders issued through the E-Bank/M-Bank must be authenticated using the user identification elements by the person they have been issued to,

Payment code must be input in accordance with payment code list in such manner that code corresponds payment nature.

Payment in accordance with model 97 shall be input only if such model has been predetermined by payee.

The User shall ensure to accurately sum up collective orders. Payee's account must be completed in a legible and accurate manner.

The User shall be responsible for the accuracy and completeness of data in the Order even in cases if it requires the Bank to fill in the order in accordance with the User's instructions.

### **Consent for Payment Transaction**

#### Article 16

Payment transaction shall be deemed authorised if the payer has given its consent to the execution of payment transaction or if the payer has given the consent for the execution of a series of payment transactions such payment transaction is a part of.

Method of giving consent to payment transaction execution shall depend on payment instrument and order receipt channel.

The User shall give the consent for the execution of payment transaction initiated:

- at the Bank branches - by signing payment order,
- through the E-Bank and M-Bank using one-off SMS code, user name, token, smart card, or other security designation, and final transaction verification in the manner defined in the application for such service,
- by scanning the QR code on monthly bills or scanning the QR code at point of sale of merchant
- by payment card, handing payment card to merchant, and inputting PIN in POS, by placing card close to contactless device, inserting card in ATM and inputting PIN in the ATM, inputting payment card, validity period, and security code data in the course of i-commerce, inputting OTP password received by the User through SMS if the Internet address through which payment is made supports 3D Secure



protection mechanism, inserting or placing the card close to the self-service device, or using the card in the manner in which the self-service device determines conditional authorisation.

- if the User has agreed and signed Application Form/Agreement for the execution of single and/or a series of payment transactions with the Bank or payee (standing order and direct debit).

## **Order Execution**

### **Article 17**

The Bank will execute payment order if the following conditions are met:

- if order is accurate and/or contains minimum data necessary for the execution thereof,
- if there is cover on account for the payment of total amount referred in the order and fee/commission for executed transactions, or if the User executing incoming payment to its current account provides the Bank with cash in the amount necessary for order execution,
- if consent is granted for payment order as per agreement
- if, in addition to the payment order, the prescribed documentation is submitted.

The Bank shall determine the fulfilment of the conditions for an order execution at the time of receiving the order.

If execution date is determined in an order in advance, the Bank shall verify the conditions for payment order execution at particular date of execution.

### **Article 18**

Payment order may be incoming, outgoing, and transfer payment order. The Bank shall execute orders if all of the conditions defined in Article 12 to 17, in accordance with receipt time, are met, if cover is provided for the execution thereof on the User's account, and unless there are any legal obstacles for order execution.

## **Payment Transaction Execution Deadline**

### **Article 19**

Payment orders shall be executed in accordance with the time of receipt and execution date, in accordance with the Cut-off Times.

Order execution time shall be set in accordance with RTGS cut-off times and the National Bank of Serbia Clearing System.

The orders shall be executed by the Bank on the same business day, as follows:

- for all external orders provided until 5 p.m.
- for all internal orders provided until 7 p.m.

For domestic payment transaction executed in RSD, the Bank shall, as the payer's payment service provider, ensure the approval of the transaction amount on the account of the payee's payment service provider on the same business day on which the Bank has received the payment order from the payer – User.

For payment transactions which are not covered in the above paragraph, the terms for payment transaction execution set out in the law or in relevant by-laws shall apply.

In the event of domestic payment transaction up to RSD 300,000 initiated as an instant credit transfer, the Bank shall ensure that the transaction amount is instantly or almost instantly credited on the account of the payee's payment service provider, following the receipt of such an order.

The provisions of the regulations governing foreign exchange transactions shall apply to the execution of international payment transactions, and the provisions of these General Terms and/or Framework Agreement and Law on Payment Services shall apply to any issue not set out herein.

## **Debit Value Date and Credit Value Date**

### **Article 20**

The Bank shall, as the payer's payment service provider, ensure that the value date of debiting the payment account of the User – payer in connection with the payment transaction execution is the

same as or later than the date when such payment account is debited in the amount of payment transaction.

The Bank shall, as the payee's payment service provider, ensure that the value date of crediting the payment account of the User as the payee, in connection with payment transaction execution, is no later than the business date when the payment transaction funds are credited on the Bank account.

### **Execution of Payment Transaction to the Payee**

#### **Article 21**

The Bank shall, as the payee's payment service provider, without undue delay, credit the payment account of the User:

- 1) if the amount of the payment transaction for the User – payee has been credited to the payee's payment service provider's account or if the Bank has otherwise received such amount;
- 2) if the Bank has, as the payee's payment service provider, received all information necessary for crediting the payment account of the User – payee or making funds available to the User – payee.

After the payee's payment account has been credited, the Bank shall, as the payee's payment service provider, immediately make that amount available to the User – payee.

If funds have been credited to the account of the Bank as the payee's payment service provider on the day which is not a business day, it shall be deemed that the Bank has received such funds for the User on the next business day.

#### **Article 22**

If, at the time of order execution, there are no funds on the User's account or there are insufficient funds for order execution, the Bank shall try to execute such order until the end of business day, on the date when it is indicated that the order should be executed.

In cases when the User issues several orders for which there are no sufficient funds for the execution of the order which has been, based on the sequence during the day received earlier, the Bank will execute the payment order for which there is cover on the account. Any orders for the execution of which no cover is provided during the day designated for the execution thereof will be automatically deleted from the records of execution upon the expiry of such business day and will be deemed rejected.

### **Order Rejection**

#### **Article 23**

The Bank shall reject the execution of any order which is not provided and completed in accordance with the General Terms, for which the execution terms have not been met.

In the event of instant transfer order, the Bank shall be entitled to reject such order if it receives a notification from the IPS system operator on the rejection of the execution of such order due to the failure to fulfil the conditions for the execution of such transfer, set out in the rules of such system. The Bank will not execute instant payment order in the event the payee's payment service provider is not a participant in the IPS system.

The Bank shall be entitled to reject the order which meets all conditions for execution if such execution would be contrary to the regulations governing the prevention of money laundering and terrorism finance and regulations in the area of sanctions, or internal acts of the Bank rendered based on such regulations.

If payment order is rejected by the Bank, it shall be deemed that payment order has not been received.

### **Payment Order Recall**

#### **Article 24**

The Payer may recall payment order – by providing the Bank with request for recall in writing or electronically depending on the method of the issuance of payment orders, at the time and in the manner

which ensure the initiation of such recall prior to the execution of the instructions contained in such order provided that the Bank has not executed such payment order.

When the Payer has specifically arranged the beginning of order execution with the Bank, the order may be recalled no later than the closing time for order execution on the business day preceding the day set out as the beginning of order execution and/or until the time of forwarding the order for clearing.

If transaction is initiated by the payee using direct debit, the payer may recall such order no later than at the end of the business day preceding the date set out for debiting payer's account.

For payment transactions initiated by payment card, the payer may not recall payment order upon transaction authorisation and/or upon inputting PIN and approving transaction.

If the user recalls an order upon the expiry of the deadlines referred in paragraph 1–3 of this Article, the Bank may take reasonable actions to prevent the order execution while being in compliance with the applicable regulations and professional rules.

Recall of order upon the expiry of the deadlines referred in paragraph 1–3 of this Article may be charged by the Bank, in accordance with the Price List.

Upon the expiry of recall deadline, payment service user may recall payment order only based on the agreement with the Bank. If payment transaction is initiated by payee or payer through payee, payment order recall may not, upon the expiry of the deadlines referred in paragraphs 1–3 of this Article, be executed without the payee's consent.

### **Notification of the User on Payment Transactions**

#### **Article 25**

The Bank shall, upon the User's request, issue confirmation of order receipt as well as the confirmation of the order execution.

This request must be sent by the User to the Bank upon the order presentation. For the issuance of this confirmation, the fee provided for in the Price List shall be charged by the Bank, and the confirmation shall be issued immediately upon the order execution, but no later than next day.

The User shall be provided with report by the Bank on any changes on the account by e-mail, upon any change on the account, but no later than two days upon executed change. The User who does not have an electronic address may overtake the report on changes on the account at the Bank's teller desk.

Statement on changes on the account shall visibly present all of executed orders.

### **Liability for Non-approved Payment Transaction**

#### **Article 26**

The Bank shall be liable for the execution of a payment transaction for which there is no consent granted by the payer, in accordance with the General Terms.

If the Bank is liable for the execution of an unauthorised payment transaction, the Bank shall, immediately upon becoming aware thereof, refund the amount of the transaction to the payer, i.e. re-set the payer's account to the balance in which it would have been unless the unauthorised transaction was executed, refund all fees charged to the payer, as well as refund and/or pay the amount of all interests the payer would have been entitled to unless the unauthorised payment transaction was executed.

Notwithstanding paragraph 1 and 2 of this Article, the User shall bear losses resulting from the execution of non-approved payment transactions if such transactions have been executed due to use of lost or stolen payment order, payment instrument, or payment instrument which has been misused, because the User has not protected personalised security elements for transaction confirmation (PIN, user identification elements when e-banking/m-banking is used) or acted contrary to the provisions of these General Terms relating to the protective measures and safe use of payment instrument. The User shall bear any losses resulting from the execution of non-approved payment transactions if such transactions have been executed due to fraud by client.

If the Bank does not provide appropriate means of the notification on lost, stolen or misappropriated payment instrument, the User shall not bear losses resulting from the use of that payment instrument, except where it has acted fraudulently.

The User will not bear any losses resulting from unauthorised payment transactions executed after it notified the Bank on lost, stolen or misappropriated payment instrument, except where these losses occurred due to the User acting fraudulently.

### **Rights and Obligations of the Bank in Case of Incorrectly Executed payment transactions**

#### **Article 27**

The Bank shall, as the payment service provider, have the following rights and obligations in particular cases of incorrectly executed domestic payment transactions:

1) if the payer's payment service provider transfers to the payee's payment service provider the amount of the payment transaction that is higher than the amount indicated in the payment order or executes, by mistake, the same payment order several times – the payee's payment service provider shall, based on the evidence submitted by the payer's payment service provider that has made the error, make refund without undue delay;

2) if the payee's payment service provider has been transferred the amount lower than the amount indicated in the payment order, the payer's payment service provider may, within the term referred in Article 42 of this Law, transfer to the payee's payment service provider the difference, even without request by the payment service user for correct execution of the payment transaction;

3) if funds are transferred to a payee other than the one indicated in the payment order, the payer's payment service provider may, within the term referred in Article 42 of this Law, correctly execute the payment transaction even without the request of the payment service user for correct execution of the payment transaction, and the payee's payment service provider whom the funds are wrongly transferred shall in any case, based on evidence submitted by the payer's payment service provider that has made the error, make refund (as recovery) to the payer's payment service provider without undue delay.

In the cases referred in item 1) and 3) of the above paragraph, the Bank shall be entitled to debit the account of the User i.e. payee by higher paid i.e. groundlessly received amount.

In the cases referred in item 1 and 3) of the above paragraph, the Bank shall be entitled to debit the account of the User i.e. payee by higher paid amount i.e. groundlessly received amount.

The refund referred in this Article shall take precedence over any other payment transaction from the payment account from which the recovery is to be made.

### **Liability for Using Unique Identifier**

#### **Article 28**

If payment order is executed in accordance with the payee's unique identifier referred in such order, it shall be deemed that this order has been correctly executed relating to the payee determination irrespective of other data the payment service provider has been provided with.

If unique identifier filled in by the User in the order is incorrect, the Bank shall not be liable for non-executed or incorrectly executed payment transaction.

In such case, the User shall be entitled to request the Bank to take any reasonable measures to refund the amount of payment transaction to the User, therefore, the provider of the payee's payment services shall cooperate with the Bank as well as provide any necessary information to refund the amount of payment transaction. Unless refund to the User is possible, the Bank will, upon the User's request in writing, immediately submit any available information necessary to the User for exercising the right to refund (e.g. information on the payee's payment service provider and/or payee), and such service shall be specifically charged by the Bank.

In the event of non-executed payment transaction due to incorrect unique identifier referred in paragraph 2 of this Article, the Bank shall ensure to, immediately upon becoming aware thereof, refund the amount of non-executed payment transaction to the payment service user.

## **Exclusion of Liability for the Actions of Intermediary Bank**

### **Article 29**

For international payment transactions, the Bank shall not be liable if the intermediary bank participating in the payment chain charges its fee, thereby decreasing the amount paid to the payee (if the bank has not, in the course of initiating transaction, been aware thereof or if it has informed the client thereof), even when OUR costs are arranged.

For international transactions, the Bank shall not be liable to payment service user for a non-executed or incorrectly executed payment transaction even if the liability is attributable to an intermediary participating in the execution of that payment transaction among payment service providers.

For international payment transactions, the Bank shall not be liable if a foreign bank of the payee credits the payee's account in the local currency, not in the currency in which the User has executed transaction, or if the foreign bank executes payment transfer in another currency, not in the one in which the payment transaction has been initiated.

## **Liability Exclusion due to Force Majeure or Law**

### **Article 30**

The Bank shall not be liable for incorrectly, non-timely executed and/or for non-executed payment transaction in the event of force majeure which has prevented the fulfilment of obligations or if payment transaction execution is prohibited under other regulation.

Force majeure means, without limitations, any events hampering or preventing the execution of payment services, such as war, disturbances, terrorist acts, strikes, electric power outages, breakdown of telecommunication connections or other communication channels, actions and regulations by any public or other authorised body, termination or incorrect operation of payment system, which could not be impacted by the Bank, which are the objective hindrance for the provision of such services.

The liability of the Bank when, due to the application of the regulations governing the prevention of money laundering and terrorism finance and/or due to the change in sanction related regulations, the Bank rejects payment transaction execution or prolongs the terms referred in the Cut-off Times, shall be excluded

## **User's Complaints**

### **Article 31**

The User shall take care of the statements received from the Bank, review such statements, and file complaint relating to any mismatch or contest of debts and/or claims in the statement the User is provided with.

The period within which the User may file complaints for transactions shall expire on the fifth day requested by the User in the order as the transaction execution date.

Complaints shall be submitted by the User to the Bank in writing at the Bank point of sale, electronically to address [info@erstebank.rs](mailto:info@erstebank.rs) or by telephone to no. [0800 201201](tel:0800201201) (whereby the complaint request is to be submitted in writing as soon as possible), stating the number of the order, order execution date, and accurate and clear description of the data for which the complaint is filed.

The Bank shall start the procedure of complaint solving immediately upon the receipt and notify the User on the complaint procedure completion.

Upon the expiry of the complaint term, the Bank will not take such complaint into consideration, and the User shall be liable for any material consequences of disputed transactions.

## **Fees and Commissions for Payment Transaction Services**

### **Article 32**

Within its payment services, the Bank shall charge:

- current account maintenance fee
- fee for E-Bank/M-Bank - fee for issuance of confirmation on order receipt and execution

- fee for the submission of report on changes under account
- fee for certifying statement on changes under account
- payment transaction fee/commission
- other fees and commissions defined in the Bank Price Lists.

Any fees and commissions shall be defined in Placement Price List, Payment Service Price List, and Price List of Products and Services to Corporate Clients of Small Enterprises and Entrepreneurs Department.

Fees shall be defined in the absolute amount and they shall be variable i.e. the fees may be changed by the Bank in accordance with the movement of costs and other parameters impacting the level of fees in accordance with the Bank acts.

Commissions shall be defined in percentage amount where the base for percentage application shall be the value of transaction defined by the User in an order the Bank is provided with. Commissions shall, in addition to percentage amount, always include defined minimum value in absolute amount designating the value of minimum calculated commission charged i.e. which must apply if lower value is obtained by applying percentage to value in order.

Also, commissions shall include defined maximum value in absolute amount designating value of maximum calculated commission charged i.e. which must apply if higher value is obtained by applying percentage to value in order.

#### Article 33

Fees shall be charged through business account of the User by debiting the User's account, and they shall be clearly visible in the Statement on Changes on the Account, on a monthly basis.

Dinar account maintenance fee shall be charged if the User has had minimum one transaction on his account (inflow, outflow, account debiting for fees and liabilities under other products of the Bank), save for the clients which have been approved specific tariffs, when the fee is charged irrespective of the number of transactions.

Commissions shall be paid upon the execution of every order, on the date indicated by the User as the date of the execution of payment referred in the order, or in other intervals the User has agreed upon with the Bank, by debiting the User's account, which shall be clearly visible in Statement on Changes on the Account.

Unless the User has settled due fees/commissions or there are no available funds on the account for the collection thereof, as well as if the User has breached the limit on the account, the User's account will be, from the date when the fees/commissions have fallen due or the limit has been breached, maintained in negative balance in the amount of outstanding claims of the Bank, until the date of fee/commission settlement and/or covering the amount of the breached limit.

To the amount of the negative balance, the Bank shall calculate and collect the default fee, at the rate set out in the Law on Default Interest. The Bank shall, upon the User's request, provide the User with the statement on all charged fees for the services connected to the payment account, minimum on an annual basis. (hereinafter: report on charged fees). Report on charged fees will be delivered by the Bank to the user in accordance with the terms set out in relevant by-law of the National Bank of Serbia.

Collection of fees and commission shall, in the event the User lacks funds on account upon order execution, be made upon the first funds inflow to the User's account or at the end of the month when fee calculation and collection shall be made.

Fees for FX payments and cover for FX transactions shall be collected by debiting the User's account. Unless there are sufficient funds for the collection of fees and FX cover referred in the above paragraph, account will not be maintained in the negative balance.

The Bank shall reserve the right to change level and method of fee and commission calculation.

All of the Bank's acts defining the level and method of fee and commission calculation shall be available in all of the Bank's points of sale and in the Bank's web site. Any change in these Bank acts shall be announced 15 days prior to the application thereof.

#### Article 34

The User may contract the use of other payment services relating to account with the Bank, such as:

- e-banking services: //Officebanking/Novoklik/Erste eBiz
- m-banking services: Erste mBiz
- debit/credit card
- other services prescribed in the Bank acts.

Main characteristics and terms of using the above-mentioned payment services shall be defined herein, in special agreement, or application forms, and general terms for using such service.

#### **Payment Card**

#### Article 35

Upon opening of the account to the User, the Bank shall, upon the User's request, issue the payment card to the User which shall be the payment instrument based on which the User shall dispose of the funds on the account and/or initiate payment transactions.

The Bank shall, in accordance with Article 9 paragraph 1 of the Law on Multilateral Interchange Fees and Special Operating Rules for Card-based Payment Transactions ("Official Gazette of the RS", no. 44/2018), first issue to the User who wants a business debit payment card the payment card where processing, netting, and reconciliation of transfer orders, issued based on its use in domestic payment transactions, are executed within the payment transaction system of the Republic of Serbia.

Upon the issuance of the payment card where processing, netting, and settlement of transfer order within domestic payments are executed within the payment transaction system of the Republic of Serbia, the Bank will, upon the User's request, also issue the business debit card of another payment brand (Visa, MasterCard, etc.) to such User.

Application for the issuance of the cards referred in the above paragraph may be submitted at the same time when the application for card issuance referred in paragraph 2 of this Article is submitted.

The Bank shall, upon the expiry of the validity of previously issued debit card of other payment brand, upon the request by the User, issue the business debit card of other payment brand to such User, and, in the event of re-issuance, such User will also be issued the payment card where processing, netting, and settlement of transfer orders issued based on its use in domestic payments are executed within the payment transaction system in the Republic of Serbia (save if the User has already been issued such payment card).

Following current account opening, the User shall be issued the debit card in the manner described in this Article, and the User may, upon its request, also be issued credit card if the conditions for the issuance thereof are met.

Credit card is the payment instrument through which an approved loan shall be used up to the level of the available balance under such loan.

FX debit card shall be issued upon the User's request and maintained in the currency to which FX current account is tied.

The Bank shall also issue an additional credit Card upon the User's request to the persons listed in Credit Card Issuance Application. The provisions of these General Terms shall apply to the holder of the additional card.

The Card shall be made out to the User and it shall not be transferable. The Card shall be the ownership of the Bank upon whose request it must be returned.

Holder of account the Card is tied to (hereinafter Account Holder) shall solely be liable for proper Card use.

#### **Card Issuance and Card Data Protection**

The User shall be provided with the Card and PIN (personal identification number). The Bank shall guarantee the Card User the secrecy of the PIN issuance until the Card is handed to the User. Obligation

of the User shall be to sign Card immediately upon the receipt thereof, as well as to protect any data therein and to keep PIN in secrecy separately from the Card. The non-signed card shall be invalid, and any financial consequences in the event of the abuse of the non-signed Card shall be borne by the User.

The User must not keep the card and PIN together, otherwise, in the event of theft, loss, or abuse of the card, it shall be deemed that the User has acted in gross negligence, therefore, the User shall bear material liability for any transactions arisen due to the breach of this obligation, in accordance with Article 26 hereof.

The User must not disclose PIN to other persons (including, without limitation, family members, merchant, bank officer). Otherwise, the User shall bear material liability for all transactions arisen due to the breach of this obligation. The User must not leave Card as pledge or collateral, or provide card to be used or be in possession of other persons, otherwise, the User shall bear complete material liability for any transactions executed due to the non-compliance with this obligation.

In the event the User suspects that anyone is aware of the PIN, the User shall change the PIN at the Bank ATM or request card blocking, making of new card and new PIN in writing. Otherwise, the entire risk of PIN fraud shall exclusively be at the charge of the Account Holder the Card is tied to.

Personalised card elements must not be made available to other person by the User (e.g. by forwarding the picture of the card, etc.). In such case, it shall be deemed that the User has acted in gross negligence, and the User shall bear all material consequences resulting from such use of the card.

The User acknowledges that it is aware that the Bank will not, for security reasons, request the User to confirm data on the Card electronically or by telephone, otherwise the User shall fully bear the risks and consequences of identity theft and unauthorised use of data from the card due to the provision of data on the Card as mentioned above.

#### **Card Use**

The Card User shall give his consent to the execution of a payment transaction, i.e. when using Card on ATM, the User shall type PIN, and if Card is used on EFTPOS terminal, the User shall sign slip or input PIN or place the card close to the contactless terminal. If it is the Card ensuring payment through the Internet, the User shall, when making payment on the Internet, input full number of card (PAN) and CVV2 value (number embossed on the back of card). If the Internet address through which the Internet payment is made supports 3D protection mechanism, inputting the OTP password obtained through SMS, the User acknowledges consent for the transaction execution.

The Card may be used at all points of sale and ATMs in Serbia/abroad where the logo of the card company is displayed for withdrawing cash on ATMs and at teller desks of banks and post office (if relevant terminal is installed) and for the payment of goods and services at EFT POS terminals and by the Internet.

Credit card user may not, using the E-Bank/M-Bank transfer funds to current account, transfer funds from credit card to be debited to other accounts, and withdraw cash on the Bank teller desks.

The Bank shall not be liable if any merchant does not want to accept the Card though VISA/MAESTRO/MASTER CARD/DINACARD logo is displayed or if, due to an incorrect terminal use and/or technical problems, it is not possible to execute transaction upon the User's request.

The User shall, upon the request of goods and service seller (hereinafter: Acquirer) provide the Card whose right of use has expired.

The User shall, when paying for goods and services, also sign and overtake appropriate slip at acquiring point. Acquirer shall issue slip/account copy to the User.

The User shall not use the Card for illegal purposes, including purchase of goods and service the sales of which is prohibited in the territory of the country the Account Holder is in at the time of transaction. The User shall assume full liability in the event of an illegal purchase using the Card subject hereof.

The User must not conclude fictive cashless transactions with Acquirer with the aim of obtaining cash.



The Card whose validity period has expired must not be used, otherwise the User shall be fully liable for any transactions executed due to the non-conformance with this obligation.

The Bank shall, for security reasons, set out cash amount limit and the amount of goods and service payment which may be used at ATMs and EFTPOS terminals on a daily basis. The limits for the card use by the persons authorised by the User shall be set out by the User in the Card Issuance Application. The User shall be entitled to change the amount of daily limit by submitting the application for limit change, whereby it is not necessary to draw up the Annex to the Framework Agreement. If currency exchange is made when the card is used, the exchange rate for the currency exchange shall be determined in accordance with these General Terms of Providing Payment Services to Entrepreneurs.

The Card validity period shall be embossed on card. The Card shall be valid until the last day in stated month. If the User is in compliance with the provisions of the Framework Agreement, after the validity period expiry, the User shall be automatically re-issued the Card (in accordance with these General Terms and the law), at the fee provided for in the Price List. The Card User shall be entitled to, within 30 days prior to the Card validity, state unless he wants to be re-issued the card.

### **Currency Exchange Rate**

When exchanging local currency into foreign currency, foreign currency into local currency, and foreign currency into other foreign currency, the Bank shall apply the exchange rate from the Bank Exchange Rate List, applicable at the time of exchange unless otherwise is agreed by parties on a case-by-case basis.

In the event payment card is tied to the RSD Account, for the costs incurred using the card abroad, the Bank will convert the amount of transaction in FX into RSD as follows: MasterCard International or Visa International will translate original amount in EUR at Referential Exchange Rate, and from such amount, RSD value will be calculated at the selling exchange rate for FX of the Bank for EUR, applicable on date of debiting.

In the event the card is tied to the FX account, for transactions executed in RSD, the Bank will convert RSD in the currency of the FX Account, at the Bank buying exchange rate applicable on date of debiting.

In the event the card is tied to the FX account, for transactions executed in RSD, if original transaction currency is one of the currencies from the Bank's exchange rate list and identical to the currency of the FX account, the account shall be debited in the amount of the original currency.

In the event the original transaction currency is not included in the Bank exchange rate list and differs from the FX account currency, MasterCard International and Visa International shall convert the original amount in EUR in accordance with Referential exchange rate, and the Bank shall, from such amount, calculate RSD counter value at the Bank selling exchange rate applicable on date of debiting, and from such amount at selling exchange rate, the Bank shall calculate the counter value in the value of the FX account and debit the FX account by such amount.

MasterCard and Visa exchange rates shall be publicly available on Internet pages [www.visaeurope.com](http://www.visaeurope.com) and [www.mastercard.com](http://www.mastercard.com) and, they shall be variable during day, and the Bank exchange rate lists shall be available on the Bank Internet page and at all branches.

### **Complaints**

The User shall keep slip/bill copy for the purposes of complaint. The User may file complaint within 5 days from the date of debiting. Complaint request may be sent by submitting the prescribed form at the closest point of sale of the Bank, by e-mail at [info@erstebank.rs](mailto:info@erstebank.rs) or by telephone to no. [0800 201201](tel:0800201201) (where the complaint request is submitted in writing as soon as possible) by the authorised person of the User, stating the data on the transaction regarding which complaint is filed.

The Bank shall start the procedure of complaint solving immediately upon the receipt and notify the User on the complaint procedure completion.

Upon the expiry of the complaint term, the Bank will not take such complaint into consideration, and the User shall be liable for any material consequences of disputed transactions.

For the complaints relating to the quality of goods and services paid with the Card, the User shall solely address the Acquirer.

### **Lost/Stolen/Misused Card**

The User/Authorised User shall, without delay, report the Card loss or theft to the Bank and request blocking of any further use thereof from the Bank, and the Bank shall ensure the execution of the aforementioned activities at any time. The Card theft/loss/abuse shall be reported by the User at the closest Bank sub-branch, by calling number 021/67 72 116 available 24/7, or by sending e-mail from the User's address reported to the Bank, to e-mail address [sigurnost.kartice@erstebank.rs](mailto:sigurnost.kartice@erstebank.rs). The User/Authorised User shall, when reporting the stolen/lost/abused card, state the number of the Card or personal identification number of the Authorised User in order for the Bank to prevent its further use. The User/Authorised User shall, within 2 next business days, confirm the report of the lost/stolen/abused Card in writing.

The Card found after reporting loss must not be used and it must be returned to the Bank in order to be destroyed.

In the event of any unauthorised use of the Card and/or data from the Card, the User/Authorised User shall, immediately, upon becoming aware thereof, report to the Bank any transaction executed based on an unauthorised use of the Card and/or data from such Card.

Date of Statement receipt shall be deemed the date when the User becomes aware of the occurrence of the circumstances referred in the above paragraph.

The User/Authorised User shall, without delay, report to the Bank a damage and technical deficiency of the Card in the manner provided for in para 1 of this Article.

### **Protective and other Measures**

The User shall use payment card in accordance with these General Terms.

The User shall, immediately upon the card receipt, take any reasonable and appropriate measures to protect personalised security elements of such an instrument (PIN, card number, etc.).

If Internet payment is made possible with the payment card, unless the site on which payment is made supports 3-D Secure protection mechanism, the User is, based on such payment, exposed to higher risk of possible abuse of the data from the Debit Card.

If the User deals with i-commerce, the User must not communicate the card data to the customer (save for the account number). If data abuse and/or unauthorised transactions occur in such case, it shall be deemed that the User has acted in gross negligence and shall bear material consequences of such executed transactions.

If the User receives an SMS to authorise a payment transaction by inputting the code/OTP password, but the User has not initiated such transaction, the User must not verify such transaction, otherwise his account will be debited in the amount of such verified transaction.

If the card is used in the course of purchase/sales on the Internet, the User must not, if the User is referred to other web site, or if the User receives the message to input the personalised elements of the card on another web site (i.e. the web site of Postal Service of Serbia), act in such manner, because in the majority of cases, though it initially seems that those are the official web sites, those are false web sites used for the abuse of the data from the card.

The User shall, on a regular basis, follow any notices on the Bank Internet address relating to warnings in connection with the possibilities of payment card abuse (phishing etc.) and act accordingly.

The User shall ensure, for the purpose of prevention of fraud, to be informed on the security rules of using payment instruments on the web site of the Association of Serbian Banks [www.ubs-asb.com/korisnici-finansijskih-usluga/bezbednost-bankarskih-klijenata](http://www.ubs-asb.com/korisnici-finansijskih-usluga/bezbednost-bankarskih-klijenata).

### **Payment Instrument Blocking**

The Bank shall block further use of a payment instrument – payment card if there are reasonable grounds relating to payment instrument security, if there is suspicion of unauthorised use of payment instrument or the use thereof for the purpose of fraud, or if there is an increased risk that the User will not be able to meet its payment obligation when the use of such instrument is related to the approval of loan and/or overdraft to the User (blocked account card is tied to, etc.).

The Bank shall notify the User on its intention and reasons of payment instrument blocking. Unless it is able to notify the User thereof prior to payment instrument blocking, the Bank shall do so immediately upon blocking. Notification on the intention of blocking or payment instrument blocking shall be delivered by the Bank to the User in the manner set out in the Framework Agreement unless the provision of such notification is prohibited under regulations or if there are reasonable security reasons not to do so.

The Bank will ensure re-use or replacement of the payment instrument with a new one – when reasons for blocking thereof cease.

### **Liability for Damage**

For any damage arising from non-approved payment transactions by using payment card, the User shall be liable in accordance with Article 26 hereof.

### **E-Bank and M-Bank**

#### **Article 36**

The User may execute the agreement on E-Bank and M-Bank services with the Bank, which are the Bank's applications enabling the User to access the account balance and turnover on accounts, execute banking services agreements, and initiate payment transactions.

NovoKlik, Office Banking, and Erste eBiz (hereinafter: E-Bank Services) shall be the E-Bank services provided by Erste Bank a.d. Novi Sad (hereinafter: Bank).

Erste mBiz (hereinafter: M-Bank) means the mobile banking service of Erste Bank a.d. Novi Sad (hereinafter: Bank).

The use of Erste mBiz service is conditioned with the use of Erste eBiz service and it may not be independently agreed or used.

E-Bank and M-Bank shall enable the user to execute and review payment transactions and review account balance.

These General Terms shall define in detail the options of each of the E-Bank and M-Bank services and stipulate the rights and obligations of using thereof. ☐ Smart card is a security device with installed chip, on which e-certificate and cryptographic keys necessary for e-banking service are stored. Smart card shall be used for electronic identification within card validity.

☐ Smart card reader means a device for reading data from smart card.

☐ Personal number (PIN) means a combination of characters assigned to the User by the Bank which, together with smart card, ensures the use of e-banking.

☐

☐ The User identification means a set of elements necessary for E-bank service identification and use

- SMS OTP means one-off code received by the client in SMS to the registered number of mobile telephone, which is, in addition to the user name and password, the second authentication factor.

- The user name and password are the parameters comprising particular number of characters, received by the User when Erste eBiz service is registered, used for the authentication to such service

- Registration and activation code – combination of numbers and letters, assigned to the User by the Bank.

### **E-Bank and M-Bank Service Use Agreement**

E-Bank and M-Bank User may become any legal entity holding the current account at the Bank (hereinafter: the User), which provides the Bank with correctly filled-in and signed Application Form and accompanying documentation for the approval of the E-Bank and M-Bank service use, which shall be an integral part of Agreement on Current Account Opening and Maintaining, providing for the possibility of using such services.

The Applicant shall, by filling in certain fields of the Application Form, determine the level of authorisation of the persons accessing the E-Bank and M-Bank services. All persons listed in the Application Form shall confirm the accuracy of stated data with their signature. The authorised person shall, with his signature and stamp, guarantee for the provision of authorisation to authorised users and, at the same time, grant authorisation to the users with the right of verification to arrange additional functionalities through the E-Bank and M-Bank services. Any authorised person shall have certain authorisation type for the E-Bank and M-Bank use assigned by the User's Legal Representative in the Application Form.

Use of the user identification submitted by the Bank shall be deemed as the consent for the use of the E-Bank/M-Bank.

Legal representative may revoke granted authorisations and he shall notify the Bank on any change in the level of the authorisation by the persons having access to the E-Bank and M-Bank services by providing the bank with relevant notice.

.

## E-Bank and M-Bank Services

The User may, at own choice, opt for using the following:

### E-Bank services:

- NovoKlik
- Office Banking

### Erste eBiz M-Bank Services:

- Erste mBiz

## E-Bank and M-Bank Service Scope

- Novoklik means Desktop user application enabling the User to view account balance; view account turnover; view account statement; execute payment using RSD (including instant – urgent ones) and FX payment orders on current date and on a future date; receive and send personal and general messages.  
NovoKlik service shall, within its functionalities, enable the User to receive and send E-invoices. The use of E-invoice functionality shall solely be possible by using qualified smart card.
- **Office Banking** means Desktop user application enabling the User to view account balance; view account turnover; view account statements; execute payment using RSD payment orders on current date and liabilities payment on a future date (including instant – urgent payment orders).
- **Erste eBiz** service means a Web user application enabling the User to perform the following: access account balance; view of account turnover; view statements; execute payment orders for RSD (including instant – urgent orders) and FX payment transactions on current date and on a future date; activate Erste mBiz m-banking service. The Bank shall enable the User to use all of the functionalities offered in the Erste eBiz application, and the User shall, at own discretion, determine which of the functionalities he wants to use.
- **Erste mBiz** service means a mobile application enabling the User to perform the following: access account balance; view of account turnover; view statements; execute payment orders for RSD (including instant – urgent orders) and FX payment transactions on current date and on a future date. The Bank shall enable the User to use all of the functionalities offered in the Erste mBiz service, and the User shall, at own discretion, determine which of the functionalities he wants to use.

The Bank shall reserve the right to change the volume and content of the E-Bank and M-Bank services on which the User shall be notified through the content of its web pages.

## E-Bank and M-Bank Service Use

**NovoKlik** – Upon the approval of the application form by the Bank, the Bank shall provide the User with the smart card reader, smart card, and personal identification number (PIN), instructions for downloading installation package and User Manual through link.

For the approval of using the NovoKlik service, the User shall, in addition to the Application Form, also sign the following documents:

In the event the User does not have an issued e-certificate for individual user, the User shall also provide the Bank with the following documents:

- General order for the issuance of qualified personal digital certificates for legal entity
- Application for receiving digital certificate of legal entity (for each individual user for which smart card issuance is requested).

In the event the User has already got an issued Halcom e-certificate, the following is to be provided:

Certificate in writing on the sameness of digital certificate for authorised individual user.

If the User has already got the above-mentioned, the Bank will enable the User the use of the existing smart card upon the approval of the submitted documentation by the Bank.

The User may begin using the service upon the installation of the programme in accordance with received instructions. The User may be provided with the necessary user support by an authorised person of the Bank.

Smart card shall be issued for the validity period of the e-certificate determined by issuer, and upon the expiry of such period, the e-certificate validity must be renewed. Card renewal means the issuance of new smart card.

Receipt and sending of E-invoices to NovoKlik service will be ensured upon the approval of application form by the Bank.

**Office Banking** – Upon the approval of application form by the Bank, the Bank shall provide the User with the smart card reader, smart card, and personal identification number (PIN), instructions for downloading installation package, and User Manual through link.

If the User has already obtained the above-mentioned, the Bank will enable the User to use the existing smart card after the submitted documentation is approved by the Bank.

The User may begin using the service upon the installation of the programme in accordance with received instructions. The User may be provided with the necessary user support by an authorised person of the Bank.

Smart card shall be issued for the validity period of the e-certificate determined by issuer, and upon the expiry of such period, the e-certificate validity must be renewed. Card renewal shall not require the issuance of new smart card.

**Erste eBiz** – Following the approval of the Application Form by the Bank, the Bank shall provide the User with the user name by e-mail, and the password shall be forwarded in the SMS to the registered mobile telephone number. Another identification factor in addition to the user name and password shall be SMS OTP, one-off code automatically generated by the application and sent to the User to the registered mobile telephone when registering to the Erste eBiz application. The Erste eBiz application may also be accessed by the User through Halcom e-certificate and the password received in the SMS to the registered mobile telephone number. The User shall start using the Erste eBiz service upon the receipt of user identification and, when accessing the Erste eBiz service for the first time, the User shall change the password. Instruction on the Erste eBiz functionality use shall be available on the web page for the service activation.

**Erste mBiz** – After the consolidated application form is approved by the Bank for Erste eBiz and Erste mBiz service and the Erste eBiz service is activated, the User shall file the application for the activation of the Erste mBiz service through the Erste eBiz application. The Bank shall provide the User, by e-mail, with the registration code and activation code in the SMS to the registered mobile telephone number (hereinafter: user identification). The User shall start using the Erste mBiz service following the receipt of the user authentication and, when the Erste mBiz service is accessed for the first time, the User shall create mToken and generate a four-digit PIN used when logging on to the application. The instruction on the Erste mBiz functionality use shall be available on the web page for the service activation.

All of the forms of using the E-Bank and M-Bank services which are electronically executed applying the prescribed user identification shall be identical to signing.

The User shall fill in all orders and any necessary specifications in an orderly and accurate manner and authenticate them in the manner provided for in the user identification and specific application, taking care of the available amount of funds on accounts at the Bank, otherwise the User shall bear the risk of non-execution, incorrect execution, and/or rejection of payment order execution.

The User may execute international payment transactions (for the E-Bank and M-Bank services supporting international payments), including the obligatory input of number and date of document based on which the international payment is executed (agreement, invoice, proforma invoice, etc.). The User is not obligated to provide the Bank with the original order. Documentation which, if prescribed, evidences the grounds and obligation of payment to abroad shall be submitted by the User to the Bank through the application (in the event of the application which supports that) or by e-mail, whereby the Bank shall be entitled to be provided with the original for examination.

The Bank shall guarantee to the E-Bank and M-Bank service User to freely dispose of funds on all demand accounts, opened based on the agreement entered into with the Bank, up to the amount of funds on account, also including overdraft on such accounts.

Payment order execution deadline shall be defined in the Bank Cut-off Times.

The Bank shall not assume liability for the non-availability of the E-Bank and M-Bank service resulting from technical issues of computer equipment, breakdown, or disorders within telecommunication channels, power system outage, or as a consequence of force majeure, and it shall not assume liability

for any damage resulting from any loss or destruction of any data and equipment of the User due to the installation and use of the E-Bank and M-Bank service.

### **Protection of Payment Instrument Data and Reporting of User Identification Loss, Theft, and Abuse**

The User shall keep secrecy of the user identification and smart card and accept full liability for any obligations resulting from the attributes of the user identification and/or smart card. The User shall, immediately upon the receipt of the user identification, take any reasonable and appropriate measures for the purpose of protecting the personalised security elements of the user identification.

The User shall immediately and inevitably notify the Bank on any theft, loss, and non-authorised use of his user identification, SMART card, or other security device and on any other form of breaching security the User becomes aware of, and initiate blocking of the E-Bank and M-Bank service use, in one of the following manners: initiating the e-bank service use blocking in the manner provided for in the application, in person at the Bank branch, or by calling contact center at 021/423-364 or 0800-201-201 on business days 8 a.m. – 5 p.m. and on Saturday 8 a.m. – 1 p.m. or by sending e-mail requesting blocking the service of the e-bank to the e-mail address: [blokadaplatnoginstrumenta@erstebank.rs](mailto:blokadaplatnoginstrumenta@erstebank.rs)

### **Protective and other Measures**

The User executing payment transactions through E-Bank shall be in compliance with the following security requirements:

- The User shall, on the devices from which E-bank services will be used, ensure licensed, properly configured operating system and software, as well as anti-virus programme, including set updating on a regular basis, and use of personal firewall programme is recommended, as well;
- access E-Bank application, use current Web browser version and set automated updating of the programme;
- the User shall not use the option that Web browser remembers user name and password or other security element used for the E-bank application. It is recommended that the User changes password on a regular basis (e.g. on a monthly basis), and the User must not communicate the password to others.
- When creating a password, frequent words, or personal data known to others should not be used (e.g. names of children, date of birth, telephone number, account number, etc.) should not be used. The User must not keep the password on his mobile devices;
- the User must not respond to messages (SMS or through social networks), requests in pop-up windows, and e-mails, or those otherwise received through the Internet, which require the disclosure of sensitive and confidential personal information, or data of financial nature.
  - report to the Bank any loss or theft of mobile device, as well as change in the holder of the telephone number if it is used for receiving SMS code (for transaction authorisation) for executing payment transactions through the E-bank application. Otherwise, the Bank shall not be liable for any cases of fraud.
- The User must not leave the E-Bank application turned on, and he shall be liable for the damage arising from the abuse by any persons from his environment.
- if the User notices any unusual operation or appearance of the E-Bank application, he shall immediately notify the Bank thereof.

The User who executes payment transactions through M-Bank shall be in compliance with the following security requirements.

- on the devices from which M-Bank services will be used, security measures installed by the producer (such as jail break or root) must not be disabled;

Recommendations for safe M-Bank use:

- the User should activate the security functionalities offered by mobile device (for example, device screen locking after certain period of inactivity, biometric screen unlocking, etc.).
- use the programme for the protection against malware and viruses,
- the User should act carefully in the event of bluetooth connection with other devices and disable the Bluetooth connection when it is not necessary. In the course of connection of other device with mobile telephone, it is recommended to use a safe method of connection requiring PIN generation for determining the source device initiating connection. It is necessary to ignore any attempts of connection which are unknown to the User.
- the User should be cautious when mobile device is connected to be charged on the devices of other people (such as desktop or notebook computers of others or ports for charging mobile devices in public

places). By connecting mobile device to charging port, data and application on the device could be accessed under certain conditions, whereby the User is not aware thereof.

The User must not respond to any messages in which the sender addresses the User on behalf of the Bank or asks the User to provide any of his personal data, user identification, account number, etc. The User is obligated to immediately report any such case to the Bank.

If the User notices any unusual operation or appearance of the E-Bank application, the User shall immediately notify the Bank thereof.

The User shall report to the Bank any loss or theft of mobile device, as well as change in the holder of the telephone number if it is used for executing payment transactions through the M-bank application. Otherwise, the Bank shall not be liable for any cases of damage and fraud.

The User shall follow the Bank web site on a regular basis, in particular, notices by the Bank in connection with the E-Bank and M-Bank services and adequately respond, in accordance with such notices.

The User shall ensure, for the purpose of prevention of fraud, to be informed on the security rules of using payment instruments on the web site of the Association of Serbian Banks [www.ubs-asb.com/korisnici-finansijskih-usluga/bezbednost-bankarskih-klijenata](http://www.ubs-asb.com/korisnici-finansijskih-usluga/bezbednost-bankarskih-klijenata).

### **Payment Instrument Blocking**

The Bank shall block any further use of payment instrument (E-Bank and M-Bank) if there are reasonable grounds relating to payment instrument security, in the event of suspicion of unauthorised use of payment instrument or the use thereof for the purpose of fraud, or if there is an increased risk that the User will not be able to meet the payment obligation when the use of such instrument is related to the approval of loan and/or overdraft to the User.

The Bank shall notify the User on its intention of payment instrument blocking and reasons of such blocking. Unless it is able to notify the User thereof prior to payment instrument blocking, the Bank shall do so immediately upon blocking. Notification on the intention of blocking or payment instrument blocking shall be delivered by the Bank to the User in the manner set out in the Framework Agreement unless the provision of such notification is prohibited under regulations or if there are reasonable security reasons not to do so.

The Bank will ensure re-use or replacement of the payment instrument with a new one – when reasons for blocking thereof cease.

The Bank will automatically block the service use to user if incorrect user data are input three times during logging. In such case, the User may unblock service access in person in the Bank premises or by calling the User Support.

If the Bank, using special application, determines that the operating system used by the User for initiating payment transactions through the Officebanking/Novoklik/Erste eBiz and Erste mBiz is virus infected enabling the unauthorised person to access the security elements of the payment instrument and unauthorised use thereof, due to which payment instrument security is affected, the Bank will prevent any further use of the Officebanking/Novoklik/Erste eBiz and Erste mBiz, and request the User to take actions to eliminate such virus.

The Bank shall not be liable for any damage arisen from the execution of unauthorised transactions if they have been executed for the reasons referred in the above paragraph.

The Bank will ensure the re-use of the Netbanking/Officebanking/Novoklik/Erste eBiz and Erste mBiz service after the User takes actions upon its request, and after it is determined that there is no further threat to the security of the payment instrument use.

## **Liability for Damage**

For any damage arising from non-approved payment transactions by using E-Bank/M-Bank, the User shall be liable in accordance with Article 26 hereof.

## **Notification and Complaints**

The User shall be reported on payment transactions executed through the E-Bank and M-Bank services by the Statement provided electronically. The User agrees to receive additional notifications, of informative or other nature, through various Bank distribution channels.

The User may file complaint regarding a transaction executed through the E-Bank and M-Bank, shall be 5 days from the date of debiting. Complaint request may be sent by message within the E-Bank and M-Bank services, by e-mail at [info@erstebank.rs](mailto:info@erstebank.rs) or by telephone to no. [0800 201201](tel:0800201201) (whereby the complaint request is to be submitted in writing as soon as possible) by the authorised person of the User, stating the number of the order, order execution date, and accurate and clear description of the data regarding which the complaint is filed.

The Bank shall start the procedure of complaint solving immediately upon the receipt and notify the User on the complaint procedure completion.

Upon the expiry of the complaint term, the Bank will not take such complaint into consideration, and the User shall be liable for any material consequences of disputed transactions.

## **Fees**

Fees for the E-Bank and M-Bank services use shall be collected through the User's account or by other collection form in accordance with the Price List.

The E-Bank and M-Bank services use will be immediately charged, or an invoice will be issued by the Bank. The User accepts that the Bank may, for the purpose of fee charging, debit the User's accounts without obtaining specific signature and excluding obligation of providing the User with prior notification.

## **Service Termination**

The User shall be entitled to cancel the E-Bank and M-Bank service use, by filing request in writing within 30-day notice period which shall start to run from the date of request receipt. Prior to the expiry of such notice period, the User shall return any assigned user identifications and settle any outstanding liabilities to the Bank.

The Bank shall reserve the right to reject the User's Request for the E-Bank and M-Bank service use and may, at any time, withdraw any rights for using the E-Bank and M-Bank services if the User has failed to execute transactions through the Bank longer than 6 months, settle liabilities on a regular basis and at maturity, be in compliance with the General Terms, applicable regulations and instructions of the Bank, and if there are reasons of security protection due to the suspicion of the user identification fraud.

## **Payment Transaction Security Instruments**

### **Article 37**

When opening the account and issuing payment instruments, the Bank may bind the User to provide it with a number of bills of exchange in accordance with its internal acts and individual request by the Bank for the purpose of the collection of fees and commissions relating to payment transaction services if enforcement becomes necessary.

In the event the Bank has used the bills of exchange referred in the above paragraph, the User shall be required to provide new bills of exchange. Orders of the User that fails to meet the Bank's request will not be executed by the Bank.

In the event the Users have any overdues based on fees and commissions from payment transactions, orders will not be executed by the Bank and the User's account will be blocked until the settlement of due liabilities towards the Bank.



## **Service Cancellation, Unilateral Agreement Termination, Account Closing, and Denial of Payment Service**

### **Article 38**

If the User wants to stop using payment services with the Bank and/or unilaterally terminate account agreement, the User shall file Account Closing Application to the Bank in the form prescribed by the Bank. In the request, it is necessary to fill in data on account with other bank to which any funds on the User's account will be transferred by the Bank, as well as date of the termination of account agreement which may not be shorter than 15 days from the date of filing the Application.

Prior to filing the application for account closing, the User shall settle any liabilities based on account maintenance, as well as any overdue fees and commissions and/or the User shall, prior to closing, ensure sufficient funds from which the collection of overdue fees and commissions will be made by the Bank.

If the User has met the obligations referred in the above paragraph, the Bank shall act upon the User's request and close the account in the Bank system as well in the National Bank of Serbia account register. Otherwise, the Bank shall not act upon the User's request.

### **Article 39**

The Bank shall be entitled to unilateral termination of current account agreement and/or to cease to provide payment services to the User in the following cases:

- if the Bank concludes that the User applies unauthorised actions affecting the operation of both the User and the Bank (e.g. misuse of signature, stamp, unauthorised order completion and submission, etc.)
- if the User fails to report accurate data and data changes in accordance with regulations and in accordance with Art. 6 to 10 hereof, even after the request in writing by the Bank, within 15 days from request submission
- if the user fails to provide documentation evidencing reported data and data change in accordance with regulations or upon the request by the Bank, even upon the request in writing by the Bank within 15 days from request submission – if it is concluded by the Bank that the User uses the Bank services for any activities deemed to be money laundering and terrorism finance, in accordance with the Law on the Prevention of Money Laundering
- if the User fails to fulfil the obligations provided for in the Framework Agreement
- in other cases prescribed in the Law on Payment Services and Law on Foreign Exchange Operations (provisions of account closing referred in decisions on account opening, maintaining, and closing), regulations in the area of sanctions, and other regulations
- in other cases of the User's conduct and actions which are a significant reputation risk to the Bank.
- in any cases which are prescribed in the Bank General Terms of Business.

In the cases referred in the above paragraph, the Bank will provide the User with the notice on the account closing or denying payment transaction services stating the reason of closing and/or denying payment transaction services.

The User shall, upon the receipt of such notice, provide the Bank with the account held at other bank to which any funds on the User's account with the Bank will be transferred by the Bank.

In the event the User fails to provide the account held at other bank, any funds of the User's account with the Bank will be forwarded to special Bank account until the time of the User's request for transfer or outgoing payment, and the User's account will be closed.

The User's accounts will be closed by the Bank on 15th day upon the submission of notification to the User referred in paragraph 2 of this Article. Account closing shall also be immediately recorded in the National Bank of Serbia account register.

### **Article 40**

The Bank will temporarily deny payment service provision to the User:

- if the Bank suspects that the User applies any unauthorised actions affecting the operation of both the User and the Bank (e.g. misuse of payment instrument, signature, stamp, unauthorised order completion and submission, etc.)

- if the User fails to report accurate data and data changes in accordance with regulations and in accordance with Art. 6 to 10 hereof until the time of Users reporting respective change
- if the User fails to provide the documentation evidencing reported data and data change in accordance with regulations or upon the request in writing until the time the User provides documentation
- if it is suspected by the Bank that the User uses the Bank services for the actions considered to be money laundering and terrorism finance in accordance with the Law on the Prevention of Money Laundering and Terrorism Finance
- if the Bank receives order by a regulatory authority (Ministry of Finance, Ministry of Internal Affairs, and other regulatory bodies and authorities) for the temporary denial of payment transaction services to the User.

The User shall be notified by the Bank on temporary denial of payment services in writing except in the event of the service denial referred in indent 5 of the above paragraph, and evidence and/or documentation will be required for the User to confirm meeting of conditions for the termination of payment service denial.

The Bank will suspend payment service denial only upon the provision by the User of requested evidence referred in the above paragraph.

### **Payment Account Debiting without Payment Order**

#### **Article 41**

The Bank will debit the User's account – without payment order, in the following cases:

- 1) in the process of enforcement and/or forced collection taken against the user, in accordance with the law;
- 2) for the purpose of collecting due fees for the Bank services, due claims based on the loan approved by the Bank to the User, or other due claims of the Bank to the User if such collection method is agreed;
- 3) in the event of filing bill of exchange for collection issued by the User if there are sufficient funds for the collection using the bill of exchange;
- 4) in the event of the correction of the error by the Bank arising from the execution of payment transactions, incorrect booking of account debiting or crediting
- 5) in the event referred in Article 27 hereof
- 6) in other cases provided for herein
- 7) in other cases prescribed in the law.

### **Payment Service User Protection**

#### **Article 42**

If the Bank fails to comply with the provisions of the law on payment services, other regulations, or general terms of business governing payment services or e-money, good business practice relating to such services or obligations referred in payment service agreements, and/or agreement relating to electronic money – the payment service user and/or electronic money holder shall be entitled to the protection of their rights and interests by filing complaint or claim to the NBS.

Complaint relating to the bank operation may be filed by a client in writing – at the bank's business premises, by mail, through the bank web site, and/or by electronic mail (e-mail).

The Bank shall consider such complaint and provide response in writing to the client no later than 15th day from the date of complaint receipt.

If the User is not satisfied with the response, or the User has not been provided with the response within the prescribed term, the client may, prior to initiating legal proceedings, file proposal to the National Bank of Serbia for mediation or claim in writing.

The method of filing complaint to the Bank and claim to the NBS shall be published on the Bank's web site.

## **Closing Provisions**

### **Article 43**

The Bank shall, within the appropriate term prior to the execution of the framework payment account agreement, at the same time when other information is provided as set out in the Law on Payment Services, provide the User with the Overview of Services and Fees, free of charge – in hard copy or other permanent data carrier, in the manner ensuring the evidence on the executed delivery. The Bank will make the Overview of Services and Fees available at its teller desk facilities and publish it on the Bank's web site.

Executing Agreement on Opening and Maintaining of Account/Payment Card Issuance/E-Bank and M-Bank Use, the User shall accept the provisions of the Bank General Terms and the Price List under which payment services shall be charged. The General Terms shall deem to be an integral part of agreed payment services.

The Bank General Terms, Price Lists, and Cut-off Times shall be published on the bank Internet address.

The User shall ensure to be informed on the content of the General Terms prior to signing the agreement and to be informed on any amendment of the General Terms.

The Bank shall present any changes relating to payment services, irrespective if they are contained in the Bank General Terms or other acts, in the Bank's points of sale and in the Bank's web site 15 days prior to the beginning of the application thereof.

Unless the User, within 15 days prior to published amendments coming into force, cancels payment services, it shall be deemed that the User shall accept such amendments.

The User shall be entitled to be informed on any conditions of payment service execution at any time through personal enquiry at the Bank's points of sale, by telephone call to the Bank Call Center on number 0800201 201 or 060 7979 000, as well as by sending a question in writing to the Bank to the address [ebank.kontakt@erstebank.rs](mailto:ebank.kontakt@erstebank.rs)

### **Article 44**

The User accepts to receive additional notifications, of informative or other nature, through various Bank Distribution Channels.

The Client agrees and herewith authorises the Bank to use, process, and retain any data presented to the Bank when executing, as well as the data obtained by the Bank in the implementation of this Agreement, which are, in sense of the Personal Data Protection Law, deemed personal data, and in sense of the Bank Law deemed as secrecy, for the purpose implementing this Agreement, improvement of business cooperation with clients, development of its services and products, as well as for the purpose of implementing researches and analyses required by the Bank.

The Client agrees and herewith authorises the Bank to forward the data referred in the above paragraph and outsource processing thereof to Erste Group members, Forum for Preventing Fraud in Credit Transactions, or a third legal entity, with the aim of achieving high quality and efficient data processing, reporting at Erste Group level, as well as for other business requirements of the Bank provided that the Bank has, in the contractual relation with the above-mentioned legal entities which are transferred data and outsourced processing, ensured the same or higher level of the protection of confidentiality, secrecy, and integrity applied to its clients, as well as that it has ensured that such data are adequately protected against any frauds, destructions, losses, unauthorised changes, or accesses and that persons engaged in processing are bound to keep data secrecy.

### **Article 45**

The General Terms, including agreement or application form for individual payment services, Cut-off Times, Price List, and general terms of use for individual payment services shall be an integral part of the framework agreement on payment service provision.

Signing the Agreement/Application Form, the User shall acknowledge that it is aware of the provisions of the General Terms and accept the application thereof.

the Bank General Terms of Business, legislation, and other acts of the Bank governing operation with Users shall apply to any issue which is not set out in these General Terms.

The provisions of Chapter II of the Law on Payment Services excluding Articles 14 and 15, Article 16. paragraphs 3 and 4, and Article 32 of this law, as well as the provisions of Art. 51, 53, 54, 58, 60, and 63 of this Law, shall not apply to this Agreement.

#### Article 46

These General Terms shall apply to the users who have established the business relation with the Bank, the subject whereof shall include payment services before these General Terms have come into force, as well as to the users establishing business relation with the Bank after these General Terms come into force.

The General Terms shall come into force on 03.05.2023.