

**OPŠTI USLOVI POSLOVANJA
API BANK A.D. BEOGRAD SA
KLIJENTIMA FIZIČKIM LICIMA,
PREUZETNICIMA I
POLJOPRIVREDNICIMA**

**GENERAL TERMS AND
CONDITIONS OF API BANK
A.D. BEOGRAD WITH
CLIENTS NATURAL
PERSONS,
ENTREPRENEURS AND
AGRICULTURAL
PRODUCERS**

**OPŠTI USLOVI POSLOVANJA API BANK A.D.
BEOGRAD SA KLIJENTIMA FIZIČKIM LICIMA,
PREDUZETNICIMA I POLJOPRIVREDNICIMA**

1. UVOD

1.1. Opšti uslovi poslovanja API Bank a.d. Beograd sa klijentima fizičkim licima, preduzetnicima i poljoprivrednicima (u daljem tekstu: Opšti uslovi) definišu standardne uslove pod kojima API Bank a.d. Beograd (u daljem tekstu: Banka) uspostavlja poslovnu saradnju i pruža finansijske usluge klijentima, fizičkim licima koja koriste ili su koristila finansijske usluge ili su se Banci obratila radi korišćenja finansijskih usluga i to: 1) fizičkim licima koja ove usluge koriste, koristili su ili nameravaju da koriste u svrhe koje nisu namenjene njihovoj poslovnoj ili drugoj komercijalnoj delatnosti, 2) preduzetnicima u smislu zakona kojim se uređuju privredna društva i 3) poljoprivrednicima, kao nosiocima ili članovima porodičnih poljoprivrednih gazdinstva u smislu zakona kojim se uređuju poljoprivrede i ruralni razvoj (u daljem tekstu: Klijent/Klijenti ili fizička lica), a sve u skladu sa Zakonom o zaštiti korisnika finansijskih usluga (u daljem tekstu: Zakon).

1.2. Pod finansijskim uslugama Banke u smislu Opštih uslova podrazumevaju se usluge davanja kredita, odobravanje dozvoljenog prekoračenja po računu, izdavanje kreditne kartice, izdavanje akreditiva i garancija, primanje depozita, izdavanje sefova, kao i druge usluge u skladu sa Zakonom o bankama i drugim propisima, izuzev otvaranja i vođenja platnih računa i pružanja platnih usluga.

**2. OBAVEŠTAVANJE KLIJENTA U PREDUGOVORNOJ
FAZI**

2.1. Banka Klijentu pruža informacije i odgovarajuća objašnjenja o uslovima koji se odnose na ugovor o depozitu, kreditu, dozvoljenom prekoračenju, kao i na ugovor o izdavanju i korišćenju kreditne kartice (u daljem tekstu: ponuda), na način koji će Klijentu omogućiti da uporedi ponude različitih davalaca istih usluga i proceni da li ponudeni uslovi odgovaraju njegovim potrebama i finansijskoj situaciji, ali koji Klijenta nijednog trenutka neće dovesti u zabludu.

2.2. Banka je dužna da u predugovornoj fazi informiše Klijente u pisanoj formi o dokumentaciji koju su dužni da podnesu uz pisani zahtev za korišćenje konkretnog kreditnog proizvoda.

2.3. Banka će bez odlaganja obavestiti Klijenta o tome da li je dokumentacija koju je dostavio uz zahtev za korišćenje konkretnog kreditnog proizvoda kompletna, sve u skladu sa odredbama Opštih uslova poslovanja API Bank a.d. Beograd – Opšte odredbe, kojima je regulisana komunikacija između Banke i Klijenta.

2.4. Banka je dužna da Klijentu uslugu ponudi u dinarima, osim ako Klijent ne zahteva da mu se usluga ponudi u dinarskoj protivvrednosti strane valute, odnosno u stranoj valuti, u skladu sa propisima kojima se uređuje devizno poslovanje. Banka će klijentu u pisanoj formi ukazati na rizike koje preuzima kada se usluga pruža u dinarskoj

**GENERAL TERMS AND CONDITIONS OF API BANK A.D.
BEOGRAD WITH CLIENTS NATURAL PERSONS,
ENTREPRENEURS AND AGRICULTURAL PRODUCERS**

1. INTRODUCTION

1.1. General Terms and Conditions of API Bank a.d. Beograd with Clients Natural Persons, Entrepreneurs and Agricultural Producers (hereinafter: the GTC) defines standard terms of API Bank a.d. Beograd (hereinafter: the Bank) for establishing business cooperation and providing financial services to the clients, natural persons who use, have used or intend to use financial services of the Bank i.e.:

1) natural persons who use, have used or intend to use such services for the purposes not related to their business or other commercial activities, 2) entrepreneurs, in line with the law regulating companies, and 3) agricultural producers as holders or members of family agricultural households, in line with the law regulating agriculture and rural development (hereinafter: the Client/Clients or natural persons), in line with the Law on the Protection of Financial Service Consumers (hereinafter: the Law).

1.2. Financial services of the Bank in terms of the GTC shall imply the services of granting loans and overdrafts, issuing credit cards, letters of credit and guarantees, taking deposits, safe deposit boxes rental and other services in line with the Law on Banks and other regulations, except payment services and opening and maintaining of payment accounts.

**2. INFORMING OF CLIENTS AT THE PRE-
CONTRACTUAL STAGE**

2.1. The Bank shall provide to the Client information and adequate explanations on terms of deposit agreements, loan agreements, authorized account overdraft agreements and credit card issuing and using agreements (hereinafter: the offer) in the manner that enables the Client to compare offers of different providers of the same services and assess whether offered conditions suit the Client's needs and financial situation, without misleading the Client at any moment.

2.2. At the pre-contractual stage, the Bank shall inform the Client in writing on documents to be submitted along with a written application for using the actual loan product.

2.3. The Bank shall inform the Client without delay on the completeness of the documents submitted along with the application for using the actual loan product in line with provisions of the General Terms and Conditions of API Bank a.d. Beograd – General Provisions that regulate communication between the Bank and the Client.

2.4. The Bank shall offer services to the Client in Dinars, unless the Client requests offering of a service in Dinar equivalent amount of a foreign currency amount or in a foreign currency, in line with regulations governing foreign exchange operations. The Bank shall inform the Client in writing about risks taken when a service is rendered in Dinar

protivvrednosti strane valute, odnosno u stranoj valuti.

2.5. Ponuda Banke se ispisuje na propisanom obrascu, na papiru ili drugom trajnom nosaču podataka i sadrži elemente predviđene Zakonom.

2.6. Banka je dužna da Klijenta koji namerava da zaključi ugovor sa Bankom, obavesti da, na svoj zahtev, može dobiti bez naknade tekst nacrtu ugovora.

2.7. Pre zaključenja ugovora o kreditu ili ugovora o izdavanju korišćenju kreditne kartice, Banka je dužna da ponudu, odnosno informacije i nacrt ugovora dostavi i licu koje namerava da pruži sredstvo obezbeđenja, osim kod kredita kod kojih je korisnik tog kredita istovremeno i vlasnik stvari koja je predmet založnog prava, odnosno hipoteke ili će postati vlasnik te stvari na osnovu kupoprodajnog posla za čiju realizaciju bi se odobrila sredstva.

2.8. Banka je u obavezi da u dosijeu Klijenta čuva ugovor i ugovornu dokumentaciju (ponudu, ugovor, nacrt ugovora, pregled obaveznih elemenata, plan otplate/isplate, aneks ugovora sa novim planom otplate, obaveštenja, opomene i dr.).

3. IZMENA ELEMENATA UGOVORA

3.1. U slučaju da Banka namerava da izmeni neki od:

- **Obaveznih elemenata ugovora**, dužna je da pribavi pisanu saglasnost Klijenta pre primene te izmene. U slučaju da Klijent nije saglasan sa izmenom, Banka ne može jednostrano izmeniti uslove iz ugovora, niti ugovor jednostrano raskinuti, odnosno otkazati. U slučaju da se visina fiksne kamatne stope ili fiksno elementa promenljive kamatne stopemenjaju u korist Klijenta, te izmene se mogu primenjavati odmah i bez prethodne Klijentove saglasnosti. U tom slučaju, Banka bez odlaganja obaveštava Klijenta u pisanoj formi ili na drugom trajnom nosaču podataka navodeći datum od kada se primenjuju ove izmene, i dostavlja mu izmenjeni plan otplate kredita, odnosno plan isplate depozita.
- **Elementi koji nisu obavezni**, dužna je da Klijenta, bez naknade, obavesti najkasnije 15 (petnaest) dana pre početka primene tih izmena.

USLOVI POD KOJIMA BANKA PRUŽA USLUGE KLIJENTIMA FIZIČKIM LICIMA

4. Primanje depozita

4.1. Banka prima neoročene i oročene dinarske i devizne depozite Klijenata.

4.2. Pod depozitima Klijenata u smislu odredbi Opštih uslova podrazumevaju se novčana sredstva koja Klijent deponuje kod Banke na osnovu ugovora o depozitu kojim se utvrđuju

equivalent amount of a foreign currency amount or in a foreign currency.

2.5. The offer of the Bank shall be provided on a prescribed form in hard copy or on other durable medium and it shall contain elements envisaged by the Law.

2.6. The Bank shall inform the Client intending to conclude an agreement with the Bank that a draft agreement may be presented to the Client free of charge and at the Client's request.

2.7. Prior to concluding a loan agreement or a credit card issuing and using agreements, the Bank shall also present the offer, implying the information and agreement draft, to the person intending to provide collaterals, except in case of loans where the loan user is at the same time the owner of the objects to be pledged or mortgaged or will become the owner of such objects based on a sale and purchase transaction for which funds would be granted.

2.8. The Bank shall keep the agreement and contractual documents in the Client file (offer, agreement, agreement draft, overview of mandatory elements, repayment/withdrawal schedule, agreement annex with a new repayment schedule, notifications, reminders, etc.).

3. AMENDMENTS TO CONTRACTUAL ELEMENTS

3.1. Should the Bank intend to amend the following:

- **Mandatory elements of an agreement**, the Bank shall obtain a written consent of the Client prior to implementing such amendment. In case the Client disagrees to an amendment, the Bank may not unilaterally amend contractual terms or unilaterally terminate/cancel the agreement. In case the level of the fixed interest rate or a fixed element of a variable interest rate is changed in favor of the Client, such change may be applied immediately without the prior consent of the Client. In such case, the Bank shall inform the Client accordingly, without delay and in writing or on other durable medium, with stating the date of the implementation of such change and present to the Client amended loan repayment schedule/deposit withdrawal schedule.
- **Non-mandatory elements**, the Bank shall inform the Client accordingly, free of charge and within 15 (fifteen) days from the implementation of such amendment.

CONDITIONS OF PROVIDING SERVICES TO CLIENTS – NATURAL PERSONS BY THE BANK

4. Deposit taking

4.1. The Bank shall take demand and term Dinar and foreign currency deposits of the Clients.

4.2. In terms of the GTC, the Client deposits shall imply funds placed at the Bank by the Clients based on deposit agreements defining terms and conditions of deposit taking

uslovi prijema depozita (iznos, kamatna stopa, period oročjenja, isplata kamate i drugi elementi depozita).

4.3. Ugovor o depozitu zaključuje se u pisanoj formi a smatra se zaključenim kada i Banka i Klijent potpišu ugovor i Klijent dostavi svu potrebnu dokumentaciju i uplati depozit.

4.4. Po zaključenju ugovora o depozitu Banka je u obavezi da Klijentu dostavi primerak potpisanog ugovora, Obaveznih elemenata ugovora, Plan isplate depozita (osim kod depozita po vidjenju) i Brošuru o osiguranju depozita.

4.5. Banka otvara Klijentu depozitni račun na osnovu njegovog zahteva za uspostavljanje poslovnog odnosa/promenu poslovnog odnosa i dokumentacije kojom se utvrđuje identitet Klijenta.

4.6. Na depozite Klijenata Banka primenjuje nominalnu kamatnu stopu koja se iskazuje kao određeni procenat.

4.7. Banka ne vrši indeksaciju depozita niti revalorizaciju deponovanih iznosa.

4.8. Banka na primljene depozite primenjuje konformni metod obračuna kamate, osim u slučaju namenskih garantnih depozita kod kojih je metod obračuna isti kao kod njima obezbeđenih kredita.

4.9. Banka prima depozite bez zaračunavanja troškova i naknada koji padaju na teret Klijenta izuzev ako je drugačije propisano zakonom.

4.10. Prihod Klijenta ostvaren po osnovu kamate na devizne depozite je oporeziv, shodno odredbama Zakona o porezu na dohodak građana Republike Srbije, i obaveza izmirenja poreskih obaveza pada na teret Klijenta. Banka, kao isplatilac prihoda od kamata, u obavezi je, u skladu sa relevantnim propisima Republike Srbije, da iznos poreskeobaveze Klijenta po ovom osnovu obračuna, obustavi i u njegovo ime i za njegov račun uplati na račun nadležnog poreskog organa na koji način se iznos obračunate kamate, ili samog depozita, u slučaju prevremenog razoročenja, srazmerno umanjuje za ovako plaćen porez.

4.11. Banka osigurava depozite kod Agencije za osiguranje depozita u visini propisanoj Zakonom o osiguranju depozita Republike Srbije, koja u momentu donošenja ovih Opštih uslova iznosi 50.000 EUR, po Klijentu.

(amount, interest rate, term, interest payment and other deposit elements).

4.3. The deposit agreement shall be concluded in written form and it shall be deemed concluded when both the Bank and the Client sign such agreement and the Client delivers all required documents and places the deposit.

4.4. After concluding a deposit agreement, the Bank shall present to the Client a copy of the signed agreement, Mandatory Agreement Elements, Deposit Withdrawal Schedule (except in case of demand deposits) and Deposit Insurance Leaflet.

4.5. The Bank shall open a deposit account to the Client based on the Client's Application for establishing a business relationship/changing a business relationship and documents proving identity of the Client.

4.6. The Bank shall apply a nominal interest rate expressed as a percent.

4.7. The Bank shall not perform indexation of deposits or revaluation of placed deposits.

4.8. The Bank shall apply the conform method of interest calculation to placed deposits, except in case of special-purpose guarantee deposits where the calculation method is the same as in the case of loans secured by such deposits.

4.9. The Bank shall take deposits without charging costs and fees to the Client, except as otherwise prescribed by the law.

4.10. Income of the Client from interest on foreign currency deposits is taxable, in line with the provisions of the Law on Individual Income Tax of the Republic of Serbia, and the obligation of settling tax liabilities is borne by the Client. The Bank, as the interest income payer, is obliged, in line with relevant regulations of the Republic of Serbia, to calculate, debit and pay the Client's tax liability amount in the Client's name and for the Client's account to the account of the tax authority in charge, or the deposit itself, in the case of early cancellation, proportionately reducing the amount of calculated interest by the tax paid in the said manner.

4.11. The Bank insures deposits at the Deposit Insurance Agency in the amount prescribed by the Law on Deposit Insurance of the Republic of Serbia which, at the moment of adopting the GTC, stands at EUR 50.000 per Client.

5. Odobranje kreditnih proizvoda

5.1. Pre zaključenja ugovora o kreditu, ugovora o dozvoljenom prekoračenju računa i ugovora o izdavanju i korišćenju kreditne kartice (zajedno: kreditni proizvodi), Banka je dužna da proceni kreditnu sposobnost Klijenta na osnovu podataka i dokumentacije koje joj je dostavio i uvida u bazu podataka o zaduženosti Klijenta na osnovu njegove potpisane saglasnosti.

5.2. Banka će po zahtevima Klijenata za korišćenje nekog od kreditnih proizvoda doneti odluku u roku od 30 (trideset) dana računajući od dana kada je Klijent uz zahtev dostavio urednu i potpunu dokumentaciju.

5.3. Banka u svom poslovanju odobrava Klijentima kreditne proizvode, sa minimumom uslova datim u nastavku:

5.4. Kreditni proizvodi se odobravaju u RSD, i to:

- **Bez valutne klauzule** – kreditni proizvodi bez valutne klauzule ne predviđaju indeksaciju/revalorizaciju ili
- **Sa valutnom klauzulom** – kreditni proizvodi su indeksirani u EUR i odobravaju se u dinarskoj protivvrednosti odgovarajućeg iznosa EUR prema srednjem kursu NBS za EUR na dan puštanja sredstava u tečaj.
Pri obračunu visine obaveza Klijenta Banka primenjuje srednji kurs NBS za EUR na dandospēja obaveze, odnosno plaćanja u slučaju da Klijent obavezu izmiri nakon dana dospēja, kao i u slučaju prevremene otplate kredita.

Banka može odobravati i kredite u stranoj valuti – valuti EUR.

5.5. Banka može ugovarati kreditne proizvode kod kojih kamatne stope mogu biti:

- Fiksne - nominalna kamatna stopa koja se iskazuje kao određeni procenat
- Promenljive - nominalna kamatna stopa koja se iskazuje kao referentna kamatna stopa koja se javno objavljuje i koja predstavlja promenljivi element nominalne kamatne stope, uvećane za procenat marže koja je nepromenljivi (fiksni) element ove nominalne kamatne stope. Korekcija promenljivih nominalnih stopa, usled promene referentne kamatne stope, utvrđivanje nove vrednosti referentne stope i njena primena se vrši u skladu sa odredbama ugovora zaključenog između Klijenta i Banke ili
- Kombinovana - kombinacija dve prethodno navedene kamatne stope u različitim periodima otplate..

5.6. Banka na odobrene kredite primenjuje proporcionalni metod obračuna kamate.

5.7. U slučaju docnje u izmirenju obaveza Klijenta, Banka na dospeli neizmireni iznos primenjuje zakonsku zateznu

5. Approval of loan products

5.1. Prior to concluding a loan agreement, unauthorized account overdraft agreement or a credit card issuing and using agreements (hereinafter jointly referred to as: the loan products), the Bank shall assess the creditworthiness of the Client based on data and documents the Client has presented and information from the database on the indebtedness of the Client based on the Client's signed consent.

5.2. The Bank shall decide on the application of the Client for using the loan products within 30 (thirty) days from the day on which the Client presented adequate complete documentation along with the application.

5.3. Within its operations, the Bank shall approve the loan products to the Clients with the following minimum conditions:

5.4. The loan products are approved in RSD, as follows:

- **Without an fx clause** – the loan products without an fx clause do not imply indexation/revaluation, or
- **With an fx clause** – the loan products are indexed in EUR and approved in RSD equivalent value of the related amount in EUR at the median exchange rate of the NBS for EUR on the date of funds disbursement. For the calculation of the Client liabilities, the Bank applies the middle exchange rate of the NBS for EUR on the due date of the liability or payment incase the Client settles the liability after the due date and in case of early loan repayment.

The Bank may also approve loans in foreign currencies - EUR.

5.5. The Bank may agree on the loan products agreements where the interest rates may be::

- Fixed - nominal interest rate expressed as a certain percentage
- Variable - the nominal interest rate that is expressed as a reference interest rate that is publicly announced and that represents the variable element of the nominal interest rate, increased by the margin percentage that is the non-changeable (fixed) element of this nominal interest rate. The correction of variable nominal rates due to a change in the reference interest rate, the determination of the new value of the reference rate and its application is carried out in accordance with the provisions of the agreement concluded between the Client and the Bank or
- Combined - a combination of the two aforementioned interest rates in different repayment periods.

5.6. The Bank applies the proportional method of interest calculation to approved loans.

5.7. In case of default in settling liabilities by the Client, the Bank shall charge the legally prescribed penalty interest rate

kamatu. Izuzetno, ukoliko je zakonska zatezna kamata niža od ugovorene nominalne kamatne stope, Banka će i posle padanja Klijenta u docnju na iznos neizmirenih obaveza Klijenta nastaviti da obračunava nominalnu kamatnu stopu.

5.8. Pri zaključenju ugovora o kreditu, Banka uručuje Klijentu jedan primerak Plana otplate i Pregled obaveznih elemenata kredita.

5.9. Nakon zaključenja ugovora o kreditu, Banka je dužna da licu koje je dalo sredstvo obezbeđenja dostavi kopiju tog ugovora s planom otplate i pregledom obaveznih elemenata ugovora o kreditu, osim ako je Klijent istovremeno i davalac obezbeđenja ili će postati vlasnik stvari koja je predmet hipoteke ili drugog založnog prava na osnovu kupoprodajnog posla za čiju realizaciju su odobrena sredstva tog kredita.

5.10. Klijent, odnosno davalac sredstava obezbeđenja ima pravo da, nakon potpunog izmirenja obaveza prema Banci po određenom ugovoru, preuzme neiskorišćena sredstva obezbeđenja data po tom ugovoru, uključujući i sredstva obezbeđenja koja su upisana u dogovarajući registar.

6. Dozvoljeno prekoračenje po tekućem računu

6.1. Prava i obaveze Banke i Klijenta, kao i uslovi odobranja i korišćenja dozvoljenog prekoračenja po tekućem računu se utvrđuju ugovorom zaključenim između Banke i Klijenta u skladu sa Opštim uslovima, Opštim uslovima poslovanja API Bank a.d Beograd-Opšte odredbe i relevantnim propisima.

6.2. Banka je dužna da najmanje jednom mesečno dostavi Klijentu bez naknade, u pisanoj formi ili na drugom trajnom nosaču podataka, obaveštenje - izvod o svim promenama na njegovom računu, a dužna je da to obaveštenje dostavi bez odlaganja na zahtev Klijenta, uz pravo na naknadu u skladu sa Tarifom naknada za usluge Banke (zavisi od kategorije Klijenta).

6.3. Posle zaključenja ugovora o dozvoljenom prekoračenju računa, Banka je dužna da i davaocu sredstava obezbeđenja dostavi kopiju ugovora sa pregledom obaveznih elemenata dozvoljenog prekoračenja računa, osim ako je Klijent istovremeno i davalac sredstava obezbeđenja.

7. Kreditne kartice

7.1. Banka, na osnovu ugovora zaključenog sa Klijentom, izdaje i daje na korišćenje Klijentima VISA **kreditne kartice** koje omogućavaju raspolaganje sredstvima do iznosa odobrenog kreditnog limita, a koje mogu biti osnovne i dodatne.

for due outstanding amount. Exceptionally, in case the legally prescribed penalty interest rate is lower than the contracted nominal interest rate, the Bank shall continue charging the nominal interest rate on the outstanding liabilities amount even after the Client defaults.

5.8. At the time of concluding the loan agreement, the Bank shall present a copy of the Repayment Schedule and the Overview of Mandatory Loan Elements to the Client.

5.9. After concluding the loan agreement, the Bank shall present a copy of the agreement along with the repayment schedule and overview of mandatory loan agreement elements to the collateral provider, unless the Client is at the same time the collateral provider or will become the owner of objects being mortgaged or pledged based on a sale and purchase transaction for which the loan funds are granted.

5.10. The Client, i.e. the collateral provider shall be entitled to take over unused collaterals provided under an agreement after full settlement of liabilities to the Bank under such agreement, including collaterals registered in an adequate registry.

6. Current account authorized overdraft

6.1. Rights and obligations of the Bank and the Client and conditions for approving and using an authorized overdraft in a current account shall be determined by an agreement concluded between the Bank and the Client in line with the GTC, the General Terms and Conditions of API Bank a.d Beograd - General provisions and relevant regulations.

6.2. The Bank shall send notifications to the Client on a monthly basis, at least and free of charge, in written form or on other durable medium -such notifications implying statements of all changes in the Client's account. The Bank shall also be obliged to send such notifications without delay at the Client's request, with being entitled to a fee in line with the Bank's Tariffs (depending on a type of the Client).

6.3. After concluding the current account authorized overdraft agreement, the Bank shall present a copy of the agreement along with the overview of mandatory authorized account overdraft elements to the collateral provider, unless the Client is at the same time the collateral provider.

7. Credit cards

7.1. Based on an agreement concluded with the Client, the Bank issues and enables the use of VISA **credit cards** for disposing of the Client funds up to the amount of an approved credit limit, which may be main and additional cards.

7.2. Izdavanje kreditnih kartica:

Kreditne kartice Banka izdaje punoletnim licima.

Odluku o izdavanju kartice donosi Banka.

Klijent, prilikom izdavanja kreditne kartice i prilikom njenog obnavljanja i reizdavanja, Banci plaća **naknadu na ime izdavanja i korišćenja kartice** u skladu sa ugovorom zaključenim sa Bankom.

Banka je ovlašćena da naplatu predmetne naknade izvrši zaduženjem računa Klijenta kartice.

Obavezni elementi ugovora o izdavanju i korišćenju kreditne kartice su propisani Zakonom.

Posle zaključenja ugovora o izdavanju i korišćenju kreditne kartice, Banka je dužna da davaocu sredstava obezbeđenja dostavi kopiju tog ugovora s pregledom obaveznih elemenata, osim ako je korisnik kreditne kartice istovremeno davalac sredstva obezbeđenja.

Banka može da odobri i obezbedi i druge prateće usluge uz izdavanje i korišćenje kreditne kartice (npr. trajni nalog, osiguranje, elektronsko bankarstvo, sms obaveštenja i slično).

7.3. Plaćanje obaveza Klijenta po Kreditnoj kartici:

Klijent je dužan da na dan dospeća obaveza po Kreditnoj kartici obezbedi odgovarajuće pokriće na tekućem dinarskom i/ili deviznom računu.

Klijent ovlašćuje Banku da zadužuje njegov dinarski i devizni račun za sva zaduženja po Kreditnoj kartici nastala u zemlji i inostranstvu.

Zaduženja nastala korišćenjem VISA kartice u stranoj valuti (osim EUR), konvertuju se u settlement valutu (EUR) po kursu kartične asocijacije, koji je javno dostupan i objavljen na VISA internet prezentaciji: <https://www.visa.co.uk/about-visa/visa-in-europe/fees-and-interchange.html#2>. (VISA International www.visaeurope.com/making-payments/exchange-rates).

Klijent je u momentu potpisivanja zahteva obavešten i upoznat o vrstama i visini naknada, koje se naplaćuju direktnim zaduženjem računa kreditne kartice.

Kamata na sve transakcije zaračunava se od dana knjiženja istih na račun kreditne kartice, zajedno sa relevantnim naknadama, osim ako ugovorom zaključenim između Banke i Klijenta nije drugačije definisano.

Ukoliko Klijent ne izmiri obaveze po osnovu poslovanja sa kreditnim karticama ni na jedan od navedenih načina, Banka će izvršiti zabranu daljeg korišćenja kartice.

7.4. Izdavanje i korišćenje kreditnih kartica detaljnije je regulisano tačkom 30. Opštih uslova pružanja platnih usluga API Bank a.d. Beograd. Na prava i obaveze Banke i Klijenata povodom izdavanja i korišćenja kreditnih kartica Banke za izvršavanje platnih transakcija primenjuju se i ostale odredbe Opštih uslova pružanja platnih usluga API Bank a.d. Beograd tačke 30., Opšti uslovi poslovanja API Bank a.d. Beograd – Opšte odredbe, kao i relevantni propisi Republike Srbije.

7.2. Issuance of credit cards:

The Bank issues credit cards to adult persons.

Decision on issuing a card is rendered by the Bank.

At the time of credit card issuing, renewing and reissuing, the Client shall pay the **fee for issuing and using the card** in line with the related agreement concluded with the Bank.

The Bank shall be entitled to charge the said fee by debiting the card account of the Client.

Mandatory elements of a credit card issuing and using agreement are prescribed by the Law.

After concluding the credit card issuing and using agreement, the Bank shall present a copy of the agreement along with the overview of mandatory elements to the collateral provider, unless the credit card user is at the same time the collateral provider.

The Bank may approve and provide other accompanying services along with issuing and using a credit card (e.g. direct debit order, insurance, e-banking, SMS notifications, etc.).

7.3. Settlement of debts of the Client made by credit cards:

On the due date of debts made by a credit card, the Client shall provide adequate coverage in the current Dinar account.

The Client shall authorize the Bank to charge the Client's Dinar account for all debts made by a credit card in the country and abroad.

Debts made by using the VISA card in a foreign currency (except EUR) shall be converted into the settlement currency (EUR) at the card association exchange rate which is publicly available and published on the VISA website: <https://www.visa.co.uk/about-visa/visa-in-europe/fees-and-interchange.html#2>.

At the moment of signing the application, the Client is informed and aware of the types and amounts of fees charged by directly debiting the credit card account.

Interest for all transactions shall be calculated from the day of their ascribing to the credit card account together with related fees, unless the agreement concluded between the Bank and the Client prescribes otherwise.

Should the Client fail to settle debts made by using a credit card in any of the aforesaid manners, the Bank shall ban further use of the credit card.

7.4. Issuance and use of credit cards are regulated in more detail by point 30 of the General Terms and Conditions of API Bank a.d. Beograd. On the rights and obligations of the Bank and the Client related to the issuance and use of Bank credit cards for executing payment transactions shall be regulated by the other provisions of the point 30 of the General Terms and Conditions for the Provision of Payment Services of API Bank a.d. Beograd, and the General Terms and Conditions of API Bank a.d. Beograd - General Provisions as well and applicable regulations of the Republic of Serbia.

8. POSEBNA PRAVA

8.1. Pravo na obaveštavanje

Klijent ima pravo da od Banke, u pisanoj formi ili na drugom trajnom nosaču podataka, bez naknade dobije informacije, podatke i instrukcije koji su u vezi s njegovim ugovornim odnosom s Bankom, na način i u rokovima utvrđenim ugovorom.

Banka je dužna da Klijentu šestomesečno bez naknade dostavlja obaveštenje o stanju njegovog duga po ugovoru o kreditu koje sadrži zakonom propisane elemente.

Banka je dužna da Klijenta, odnosno davaoca sredstava obezbeđenja, pisanim putem obavesti o tome da je izmirio sve svoje obaveze po određenom ugovoru – u roku od 30 (trideset) dana od dana izmirenja obaveza. Obaveštenje sadrži zakonom propisane elemente.

8.2. Pravo na odustanak

Klijent ima pravo da odustane od zaključenog ugovora o kreditu, dozvoljenom prekoračenju računa i izdavanju kreditne kartice – u roku od 14 (četnaest) dana od dana zaključenja ugovora, bez navođenja razloga za odustanak.

Kod ugovora o kreditu koji je obezbeđen hipotekom, kao i kod ugovora čiji je predmet finansiranje kupovine nepokretnosti, Klijent može odustati od ugovora pod uslovom da nije počeo da koristi kredit, odnosno finansiranje.

Pri odustanku od ugovora, a pre isteka roka iz stava 1. ove tačke, Klijent je dužan da o svojoj nameri da odustane obavesti Banku, u pisanoj formi ili na drugom trajnom nosaču podataka, na način koji obezbeđuje potvrdu o prijemu ovog obaveštenja u Banci, pri čemu se datum prijema tog obaveštenja u Banci smatra datumom Klijentovog odustanka od ugovora.

Klijent je dužan da odmah, a najkasnije u roku od 30 (trideset) dana od dana slanja obaveštenja o odustanku, vrati Banci glavnici i kamatu iz osnovnog posla za period korišćenja kredita.

Ako Banka ili treća strana na osnovu ugovora s Bankom, pruža i sporedne usluge u vezi s finansijskim uslugama iz stava 1. i 2. ove tačke – Klijenta više ne obavezuje ugovor o sporednim uslugama ako koristi svoje pravo na odustanak od osnovnog ugovora u skladu sa ovom tačkom.

8. SPECIAL RIGHTS

8.1. Right to be informed

The Client shall be entitled to obtain from the Bank information, data and instructions related to the Client's contractual relationship with the Bank in the contractually defined manner and deadlines, in written form or on other durable medium and free of charge.

The Bank shall send to the Client notifications on the balance of the Client's debt under a loan agreement containing legally prescribed elements semi-annually and free of charge.

The Bank shall inform the Client/collateral provider on the settlement of all liabilities under an agreement in written form and within 30 (thirty) days from the date of the liability settlement. Such notification shall contain legally prescribed elements.

8.2. Right to withdrawal

The Client shall be entitled to withdraw from a concluded loan agreement, authorized account overdraft agreement and credit card issuing agreement within 14 (fourteen) days from the day of the contract conclusion without stating reasons for the withdrawal.

In case of loan agreements secured by mortgages and agreements on financing real estate purchase, the Client may withdraw from such agreement provided the loan/financing use has not started.

In case of withdrawal from an agreement, the Client shall inform the Bank of the intention to withdraw from the agreement in written form or on other durable medium within the deadline under paragraph 1 of the present section in the manner which would allow for the Bank to confirm the reception of the said information, with the date of receiving such information by the Bank being the date of the withdrawal from the agreement by the Client.

The Client shall repay the principal and interest from the underlying transaction for the period of the loan use immediately and within 30 (thirty) days from the day of sending the information on the withdrawal at the latest.

In case the Bank or a third party based on an agreement with the Bank renders additional services related to the financial services under paragraphs 1 and 2 of the present section, the Client shall not be obliged by the agreement on additional services if using the right to withdraw from the underlying agreement in line with the present section.

8.3. Pravo na prevremenu otplatu

Klijent ima pravo da u bilo kom momentu, u potpunosti ili delimično, izvrši svoje obaveze iz ugovora o kreditu, u kom slučaju ima pravo na umanjenje ukupne cene kredita za iznos kamate i troškova za preostali period trajanja tog ugovora (prevremena otplata).

Banka može da ugovori naknadu za prevremenu otplatu kredita ako je za period prevremene otplate ugovorena fiksna nominalna kamatna stopa, a kod ugovora o kreditu čiji je predmet kupovina nepokretnosti ako je ugovorena fiksna ili promenljiva nominalna kamatna stopa.

Naknada iz prethodnog stava može se ugovoriti do visine pretrpljene štete zbog prevremene otplate, a najviše do 1% iznosa prevremeno otplaćenog kredita, i to ako je period između prevremene otplate i roka ispunjenja obaveze iz ugovora o kreditu duži od jedne godine; ako je ovaj period kraći, ova naknada ne može biti veća od 0,5% iznosa prevremeno otplaćenog kredita.

Banka može tražiti naknadu za prevremenu otplatu pod uslovom da je iznos prevremene otplate u periodu od 12 (dvanaest) meseci veći od 1.000.000 dinara.

Naknada za prevremenu otplatu ne može se zahtevati:

- ako se otplata vrši na osnovu zaključenog ugovora o osiguranju čija je namena obezbeđivanje otplate;
- u slučaju dozvoljenog prekoračenja računa ili kreditne kartice;
- ako se otplata vrši u toku perioda za koji je ugovorena promenljiva nominalna kamatna stopa, osim kod kredita čiji je predmet kupovina nepokretnosti.

Naknada za prevremenu otplatu ni u jednom slučaju ne može biti veća od iznosa kamate koju bi Klijent platio tokom perioda između prevremene otplate i roka ispunjenja obaveze iz ugovora o kreditu.

Pod štetom podrazumeva se razlika između kamate ugovorene s Klijentom i tržišne kamate po kojoj Banka može da plasira iznos dobijen prevremenom otplatom u momentu ove otplate, uključujući i administrativne troškove.

8.4. Ustupanje potraživanja

Banka svoje potraživanje prema Klijentu može ustupiti samo drugoj banci. U slučaju ustupanja potraživanja Banke drugoj banci, Klijent zadržava sva prava koja su ugovorena sa Bankom, kao i pravo isticanja prigovora prema drugoj banci koje je imao i prema Banci, a druga banka ne može Klijenta dovesti u nepovoljniji položaj od položaja koji bi imao da to potraživanje nije preneto i Klijent zbog toga ne može biti izložen dodatnim troškovima. Banka je dužna da obavesti Klijenta o ustupanju potraživanja.

8.3. Right to early repayment

The Client shall be entitled to settle liabilities under a loan agreement at any moment, fully or partially, in which case the Client shall be entitled to a reduction in the total cost of the loan by the amount of interest and costs for the remaining duration of the agreement (early repayment).

The Bank may negotiate a compensation for early loan repayment if a fixed nominal interest rate is agreed for the early repayment period, and, in the case of loan agreement the subject of which is the purchase of real estate, if a fixed or variable nominal interest rate is agreed.

The compensation referred to in the previous paragraph hereof may be agreed up to the amount of loss sustained due to early repayment, but may not exceed 1% of the amount of loan repaid early, if the period of time between such early repayment and the agreed term for the fulfilment of obligations under the loan agreement exceeds one year; if the period is shorter, the compensation may not exceed 0.5% of the amount of credit repaid early.

The Bank may request the compensation for early loan repayment if the amount of early repayment exceeds RSD 1,000,000 within any 12 (twelve) month period.

The compensation for early loan repayment may not be requested:

- if repayment has been made under an insurance agreement intended to provide a loan repayment guarantee;
- in the case of authorized overdraft facility or credit card;
- if repayment is made within a time period for which a variable nominal interest rate is agreed, with the exception of credits the subject of which is purchase of real estate.

The compensation for early loan repayment shall in no case exceed the amount of interest the Client would have paid during the period between the early repayment and the agreed date of fulfilment of the obligation under the loan agreement.

The damage shall imply the difference between the interest agreed with the Client and the market interest at which the Bank can lend out the amount repaid early at the time of such early repayment, including administrative costs.

8.4. Assignment of claims

The Bank may assign its claims from the Client only to another bank. In case of assignment of claims by the Bank to another bank, the Client shall retain all the rights contracted with the Bank and the same right to complain to another bank as to the Bank and the other bank may not cause the Client to be in a more unfavorable position than the position that the Client would have had if the claims had not been assigned and the Client may not be exposed to additional expenses on the said grounds. The Bank shall inform the Client on any assignment of claims.

9. OBJAVLJIVANJE, IZMENA I STUPANJE NA SNAGU OPŠTIH USLOVA POSLOVANJA

9.1. Banka je dužna da Opšte uslove objavi na vidnom mestu u svojim poslovnim prostorijama u kojima nudi usluge i na svojoj internet prezentaciji www.apibank.rs i to najkasnije 15 (petnaest) dana pre početka njihove primene, da obezbedi da se Klijent upozna sa tim Opštim uslovima poslovanja na srpskom jeziku, da mu pruži odgovarajuća objašnjenja i instrukcije koje se odnose na primenu ovih uslova u vezi sa određenom finansijskom uslugom, kao i da mu, na njegov zahtev, u pisanoj formi ili na drugom trajnom nosaču podataka dostavi te uslove bez odlaganja.

9.2. Banka je dužna da izmene i dopune Opštih uslova objavi na vidnom mestu u svojim poslovnim prostorijama u kojima nudi usluge i na svojoj internet prezentaciji www.apibank.rs, i to najkasnije 15 (petnaest) dana pre početka njihove primene, da obezbedi da se Klijent upozna sa ovim izmenama i dopunama na srpskom jeziku, da mu pruži odgovarajuća objašnjenja i instrukcije koje se odnose na primenu izmena i dopuna u vezi sa određenom finansijskom uslugom, kao i da mu, na njegov zahtev, u pisanoj formi ili nadrugom trajnom nosaču podataka dostavi te izmene i dopune bez odlaganja. U slučaju da Klijent blagovremeno ne istakne prigovor na izmene smatraće se da se sa njima saglasio.

9.3. Ovi Opšti uslovi, odnosno njihove izmene i dopune stupaju na snagu 16. (šesnaestog) dana od dana njihovog objavljivanja na način definisan tačkama 9.1. i 9.2.

9.4. Ukoliko bilo koji uslov ili odredba Opštih uslova postane nepunovažan ili neprimenjiv, to neće biti od značaja za punovažnost ostalih odredbi ovih Opštih uslova.

10. PRIMENA OPŠTIH USLOVA POSLOVANJA

10.1. Opšti uslovi sastavni su deo ugovora o korišćenju bankarskih proizvoda i usluga koje Klijenti zaključuju sa Bankom, a svojim potpisom na ugovoru ili na drugi odgovarajući način ako konkretan oblik poslovne saradnje ne predviđa zaključivanje ugovora, Klijenti potvrđuju da su upoznati sa njihovim sadržajem i da prihvataju njihovu primenu na njihov poslovni odnos sa Bankom.

9. PUBLICATION, AMENDMENTS AND ENTERING INTO FORCE OF THE GTC

9.1. The Bank shall display the GTC at a visible position in its business premises where its services are offered and on the website www.apibank.rs within 15 (fifteen) days prior to the start of their implementation, enable the Client to get informed of the GTC in the Serbian language, provide adequate explanations and instructions related to their implementation concerning a financial service and send them to the Client without delay, at a Client's request, in written form or on other durable medium.

9.2. The Bank shall display amendments of the GTC at a visible position in its business premises where its services are offered and on the website www.apibank.rs within 15 (fifteen) days prior to the start of their implementation, enable the Client to get informed of such amendments in the Serbian language, provide adequate explanations and instructions related to their implementation concerning a financial service and send them to the Client without delay, at a Client's request, in written form or on other durable medium. Should the Client fail to timely object to such amendments, it shall be deemed that the Client has agreed to the amendments.

9.3. These GTC as well as their amendments is entering into the force on the 16th (sixteenth) day from the day of their displaying in a way determined in points 9.1. and 9.2.

9.4. Should a term or a provision of the GTC become invalid or inapplicable, such invalidity or inapplicability shall not be relevant for the validity of other provisions of the GTC.

10. IMPLEMENTATION OF THE GTC

10.1. The GTC shall make an integral part of agreements on using the banking products and services concluded by the Clients and the Bank. With their signatures on an agreement or in other adequate manner, in case a form of business cooperation does not envisage conclusion of an agreement, the Clients confirm that they are familiar with their contents and that they accept their implementation to their business relationship with the Bank.

11. REŠAVANJE SPOROVA, MERODAVNO PRAVO, ORGAN NADLEŽAN ZA KONTROLU BANKE I JEZIK

11.1. Sva sporna pitanja koja eventualno nastanu iz poslovnog odnosa Banka i Klijent će rešiti sporazumno a ako to nije moguće, spor će se rešavati pred stvarno nadležnim sudom u Beogradu i uz primenu prava Republike Srbije ukoliko nije drugačije ugovoreno ili propisano zakonom.

11.2. Kontrolu i nadzor nad poslovanjem Banke vrši Narodna banka Srbije, Kralja Petra 12, odnosno Nemanjina 17, 11000 Beograd.

12.3. U slučaju neslaganja teksta Opštih uslova na srpskom i engleskom jeziku merodavan je tekst na srpskom jeziku.

12. ZAVRŠNE ODREDBE

12.1. Stupanjem na snagu ovih Opštih uslova poslovanja API Bank a.d. Beograd sa klijentima fizičkim licima, preduzetnicima i poljoprivrednicima prestaju da važe i da se primenjuju Opšti uslovi poslovanja API Bank a.d. Beograd sa klijentima fizičkim licima, preduzetnicima i poljoprivrednicima (Br. UO-498/2020 od 12.10.2020. godine).

11. SOLVING OF DISPUTES, GOVERNING LAW, AUTHORITY IN CHARGE OF BANK SUPERVISION AND LANGUAGE

11.1. Any disputed issues that may arise from their business relationship shall be settled amicably between the Bank and the Client, and if this is not possible, the dispute shall be settled before a competent court in Belgrade with subject matter jurisdiction by applying the law of the Republic of Serbia, unless otherwise contracted or stipulated by law.

11.2. The control and supervision of the Bank's operations are performed by the National Bank of Serbia, Kralja Petra Street 12, i.e. Nemanjina Street 17, 11000 Beograd.

12.3. In the case of a discrepancy between Serbian and English version of these GTC, Serbian version shall prevail.

12. FINAL PROVISIONS

12.1. Upon coming into force of the General Terms and Conditions of API Bank a.d. Beograd with Clients Natural Persons, Entrepreneurs and Agricultural Producers, the General Terms and Conditions of API Bank a.d. Beograd with Clients Natural Persons, Entrepreneurs and Agricultural Producers shall cease to be valid and applicable (no. UO-498/2020 dated 12th October 2020).