

**GENERAL TERMS AND CONDITIONS  
FOR THE PROVISION OF PAYMENT SERVICES  
API BANK A.D. BEOGRAD**

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF PAYMENT SERVICES

### API BANK A.D. BEOGRAD

#### 1. Introduction

1.1. The General Terms and Conditions for the Provision of Payment Services of API Bank a.d. Beograd (hereinafter: General Terms and Conditions) define the standard terms and conditions under which API Bank a.d. Beograd, as a payment service provider (hereinafter: the Bank), establishes and implements business cooperation with clients on the occasion of opening and maintaining payment accounts and providing payment services.

1.2. Payment services provider, API Bank a.d. Beograd, Bulevar vojvode Bojovića 6-8, 11000 Belgrade, reg. no. 20439866, TIN 105701111, is a joint stock company registered in the register of companies with the Business Registers Agency, with the business license G. no. 4164, which was issued on 13 May 2008 by the National Bank of Serbia. The Bank's website is [www.apibank.rs](http://www.apibank.rs), where a list of the Bank's branches is also available. Other contact details of the Bank are:

- e-mail: [info@apibank.rs](mailto:info@apibank.rs),
- phone: +381 11 395 2265 and +381 11 395 2213.

1.3. The Client, within the meaning of these General Terms and Conditions, is a natural or legal person who uses or has used the payment service in the capacity of a payer and/or payee or has contacted the Bank for the use of these services (hereinafter: the **Client**).

#### 2. Terms

2.1. The terms used in these General Terms and Conditions have the following meaning:

- 1) **payment transaction** means a deposit, transfer or withdrawal of funds initiated by the payer or the payee, or initiated on behalf of the payer and performed regardless of the legal relationship between the payer and the payee;
- 1a) **remote payment transaction** means a payment transaction initiated via the Internet or a device that can be used for remote communication;
- 2) **payment order** means an instruction by the payer or payee to their payment service provider requesting the execution of a payment transaction;
- 3) **payment account** means an account used to execute payment transactions and maintained by a payment service provider for one or more payment service users;
- 4) **payment instrument** means any personalized means and/or set of procedures contracted between the payment service user and the payment service provider, which is used to issue a payment order or to initiate a payment transaction;
- 5) **payment instrument for low value payments** means a payment instrument that, in accordance with the framework contract on payment services, refers exclusively to the execution of individual payment transactions whose amount does not exceed RSD 3,000 or whose total spending limit does not exceed RSD 15,000 or the total value of funds stored on that payment instrument does not exceed RSD 15,000 at any time;
- 5a) **initiating a payment transaction** means taking actions that are a prerequisite for starting the execution of a payment transaction, including issuing a payment order and carrying out authentication;
- 6) **payment service user** means a natural or legal person who uses or has used the payment service in the capacity of a payer and/or payee or has contacted the payment service provider in order to use these services;

The term "payment service users" also includes branches of foreign legal entities registered with the competent authority in the Republic of Serbia.

- 7) **payer** is a natural or legal person issuing a debit payment order or giving authorization for the execution of a payment transaction on the basis of a payment order issued by the payee, and if there is no payment account – a natural or legal person issuing a payment order  
– a natural or legal person issuing a payment order;
- 8) **payee** is a natural or legal person designated as the recipient of funds that are the subject of a payment transaction;
- 9) **consumer** is a natural person who concludes a payment service contract or a contract relating to electronic money for purposes other than their business or other commercial activity;
- 10) **entrepreneur** means a natural person who is not a consumer, or a business-capable natural person performing an activity for the purpose of generating income, in accordance with the law governing companies and other law;
- 11) **funds** include cash, funds in the account and electronic money;
- 12) **cash** means banknotes and coins;
- 13) **electronic money** means electronically (including magnetically) stored monetary value constituting a monetary claim against the issuer of that money, issued after the receipt of funds for the execution of payment transactions and accepted by a natural and/or legal person other than the issuer of that money;
- 14) **electronic money holder** means a natural or legal person to whom electronic money is issued or has been issued, or a natural or legal person who has contacted the issuer of electronic money for the purpose of issuing that money, as well as any other natural or legal person who has a monetary claim referred to in item 13) of this paragraph;
- 15) **business day** is the day or part of the day on which the payer's or the payee's payment service provider participating in the execution of a payment transaction operates in such a way as to enable the execution of a payment transaction to its payment service user;
- 16) **the value date** is the reference date, i.e. the reference time used by the payment service provider in calculating the interest on funds debited or credited on the payment account;
- 17) **reference exchange rate** means the exchange rate on the basis of which the exchange of currencies is calculated, which is made available by the payment service provider or which originates from a publicly available source;
- 18) **reference interest rate** is the rate on the basis of which the interest is calculated and which is publicly available, and is determined independently of the unilateral will of the provider and payment service users who have concluded a payment service contract;
- 19) **unique identifier** means a combination of letters, numbers and/or symbols determined by the payment service provider to the payment service user and used in the payment transaction to unambiguously identify the user and/or their payment account. For the purposes of these General Terms and Conditions, the current account number is considered a unique identifier;
- 20) **means of remote communication** is any means that can be used by the payment service provider and the payment service user to conclude a payment service contract when they are not physically present at the same time;
- 21) **permanent data carrier** means any means enabling the user to store, access and reproduce the data intended for them in an unaltered form for a period appropriate to the purpose of storage;
- 22) **domestic payment transaction** means a payment transaction where the payer's payment service provider and the payee's payment service provider provide that service in the territory of the Republic of Serbia;
- 23) **international payment transaction** means a payment transaction where one payment service provider provides this service in the territory of the Republic of Serbia and the other in the territory of another country, as well as a payment transaction where the same payment service provider provides this service for one payment service user in the territory of the Republic of Serbia and for the same or another payment service user in the territory of another country;
- 24) **credit interest rate** means any rate at which interest is paid to the payment service user in respect of funds held in a payment account;
- 25) **standing order** means an instruction given by the payer to the payment service provider with whom they have an open payment account for the execution of credit transfers, at regular intervals or on

predetermined dates;

- 26) **overdraft facility and overrunning** shall have the meaning set forth in the law governing the protection of financial service users (explicitly agreed amount of funds made available by the Bank to the Client when there are insufficient funds in that account to complete a payment transaction initiated by the User or for which the Client has given consent; and the amount of funds for which the Bank has, in accordance with the contract or law, debited the current account of the Client for its benefit or for the benefit of third parties when there were insufficient funds in that account to execute the transaction, including funds based on the allowed overdraft);
- 27) **legally resident in the Republic of Serbia** means the stay of a natural person in the Republic of Serbia in accordance with the regulations governing residence of citizens, or the stay of aliens in accordance with the law on aliens, including aliens residing in the Republic of Serbia in accordance with the laws governing asylum and refugees or on the basis of an international treaty;
- 28) **credit transfer** is a payment service where the payer initiates the execution of one or more payment transactions with their payment service provider, including the issuance of a standing order;
- 29) **distribution channels** denote all the ways and means through which access, contracting and use of banking services and products is possible. The term "distribution channels" may refer to the business premises of the Bank in which the Bank provides its services to Clients, ATMs, eBanking, mBanking (electronic banking), e-mail, etc.) The communication between the Bank and the Client is regulated in more detail by the provisions of the General Terms and Conditions of API Bank a.d. Beograd – General Provisions.
- 30) **card** means a payment card, as a payment instrument in the form of a physical or electronic card used to initiate a payment transaction, that allows the holder of that instrument to pay for goods and services through an accepting device or by initiating a remote payment transaction and/or that allows cash withdrawal or the use of other services at an ATM or other self-service device; in accordance with the provisions of the Framework Contract. The Bank may issue to the Client a payment card as basic and/or additional (at the Client's authorization) with the functionalities specified in the Framework Contract;
- 31) **3Dsecure** means additional protection when paying by card via the Internet, with which the Client authenticates the payment transaction, i.e. gives consent for execution by entering a one-off password provided by the Bank via SMS or otherwise;
- 32) **Pin** (Personal Identification Number) means a personalized security element that the Client is obliged to keep secret in accordance with the Framework Contract. By entering the PIN, the Client confirms their identity, i.e. authenticates the payment transaction at an ATM or point of sale, depending on the type of payment and the type of terminal;
- 33) **CVV** stands for the three-digit identification code printed on the back of the card, which is used to authenticate payments without presence (online shopping, cataloging, or phone sales) along with other personalized security elements of the card.
- 34) **authentication** means a procedure that allows the payment service provider to verify the identity of the payment service user or the validity of the use of a particular payment instrument, including the use of the user's personalized security elements;
- 35) **reliable user authentication** means authentication with the use of two or more elements that fall into the category of knowledge (something that only the user knows), possession (something that only the user possesses) and inherence (something that the user is) that are independent of each other, which means that the detection of one does not impair the reliability of the others, and which is designed to protect the confidentiality of authentication data;
- 36) **personalized security elements** means personalized data and features assigned by the payment service provider to the payment service user for the purpose of authentication;
- 37) **sensitive payment data** means any information, including personalized security elements, that can be used to commit fraudulent activities, whereby in the case of the activities of the payment initiation service provider and the account information service provider, the account holder's name and account number do not constitute sensitive payment data;
- 38) a **payment service provider that maintains an account** means a payment service provider that opens and maintains a payment account for the payer;
- 39) **Payment initiation** is a service where, at the request of the payment service user, a payment order is issued at the expense of the payer's payment account kept with another payment service provider.
- 40) **payment initiation service provider** means a payment service provider performing payment

initiation activities;

**initiating a payment transaction** means taking actions that are a prerequisite for starting the execution of a payment transaction, including issuing a payment order and carrying out authentication.

### 3. Relationship with regulations governing foreign exchange operations

3.1. Payment transactions between residents and non-residents in RSD and in the currency of other countries, payment transactions between residents in the currency of other countries, as well as the services of opening and maintaining foreign currency accounts of residents and RSD and foreign currency accounts of non-residents in the Republic of Serbia, are provided in accordance with the limits set by the regulations on foreign exchange operations.

## 4. Payment services

4.1. Payment services include:

- 1) **cash deposits** to a payment account, as well as all services required to open, maintain and close that account;
- 2) **cash withdrawal** from the payment account, as well as all services required to open, maintain and close that account;
- 3) **transfer of funds from the** payment account, i.e. to the payment account, as follows:
  - credit transfer,
  - using a payment card or similar instrument;
- 4) **execution of payment transactions** where funds are secured by a loan granted to the Client, as follows:
  - credit transfer,
  - using a payment card or similar instrument;
- 5) **issuance of payment instruments** (payment service where the Bank, on the basis of a contract, issues to the payer a payment instrument for initiating and processing payment transactions of the payer with the Bank);
- 6) **acceptance of payment transactions** (payment service where the Bank, on the basis of an agreement with the payee on the acceptance and processing of payment transactions, transfers funds to the payee).
- 7) **money remittance execution services where the Bank receives the Client's funds without opening a payment account for the Client or the payee, solely for the purpose of making those funds available to the payee or for the purpose of transferring those funds to the payee's payment service provider, which makes them available to the payee;**
- 8) **payment transaction execution services** to which the Client consents **using a telecommunication, digital or information technology device** and payment is made to the telecommunication, digital or information technology network operator, which acts only as an intermediary between the Client and the product vendor or service provider.

4.2. The Bank provides payment services in the form of:

- domestic payment transactions executed in RSD
- domestic payment transactions in the currency of other countries
- international payment transactions regardless of the currency of payment, in accordance with the relevant regulations.

## 5. Advertising and provision of information

5.1. The Bank advertises payment services in a clear and understandable manner, without incorrect information that could create a misconception about the terms of use of these services for the Client. The Bank shall provide information and notices on payment services in a clear and comprehensible manner, in Serbian, and if necessary in another language agreed by the parties.

5.2. In the event that there is an obligation of the Bank to provide the Client with certain information by submitting it, the Bank shall submit such information in accordance with the provisions of the General Terms and Conditions of API Bank a.d. Beograd – general provisions, which regulate the communication of the Bank and the Client. In certain situations, the Bank may leave it to the Client to choose the method

of delivery.

**5.3.** When there is an obligation of the Bank to provide the Client with certain information by making it available to them, the Bank shall do so in a predetermined or agreed manner that may require additional activities of the payment service user (e.g. availability on notice boards or counters in the Bank's premises or on the Bank's website).

## **6. Payment service contracts**

### **6.1. Subject matter of the payment service contract**

By the Payment Services Contract, the Bank undertakes to provide the Client, in accordance with the regulations, with certain payment services, i.e. a payment service, and the Client undertakes to pay, if so agreed, a certain fee provided for in the Tariff of fees for the Bank's services (depending on the category of the Client).

### **6.2. Types of payment service contracts**

The Payment Service Contract is concluded as:

**1) Framework payment service contract** (hereinafter: Framework Contract) governing the execution of future individual payment transactions.

The Framework Contract also regulates the conditions for opening, maintaining and closing a payment account.

The Framework Contract shall be concluded in writing.

The Bank shall ensure that the Client receives at least one copy of the Framework Contract.

The Client has the right to be provided with a copy of the Framework Contract, i.e. the information submitted in the pre-contractual phase, on paper or another permanent carrier, during the contractual relationship, at their request.

**2) One-off payment transaction contract**, which regulates the execution of one specific payment transaction that is not covered by the Framework contract. A one-off payment transaction is determined by a payment order and is considered authorized if the Client has given consent for its execution, in which way a one-off payment transaction agreement was concluded between the Bank and the Client.

**6.3.** Before concluding a one-off payment transaction agreement, the Bank shall provide or make readily available to the payment service user the following information: data on the unique identifier or other data that the payment service user is obliged to provide for the proper issuance or execution of a payment order, or for the proper initiation or execution of a payment transaction.

## **7. Submission of information in the pre-contractual stage**

**7.1.** The Bank is obliged to provide the Client, within a reasonable time, before the conclusion of the Framework contract, with the information determined by law as mandatory elements of that contract, in a way that will enable the Client to get acquainted with the conditions related to the provision of payment services, as well as to compare the offers of different payment service providers and assess whether these conditions and services meet their needs.

**7.2.** The Bank is obliged to provide the Client with the following information:

- in a manner that will not mislead them at any time regarding the terms relating to the provision of payment services.
- on paper or other permanent carrier.

**7.3.** The Bank may provide the Client with the information referred to in paragraph 7.1. of this item by submitting a draft Framework Contract containing this information.

**7.4.** An overview of payment services related to the payment account is given in the List of representative services related to the payment account for consumers, i.e. the List of representative services related to the payment account for entrepreneurs and legal entities, which are available at the counters at the Bank's premises and on its website. At the Client's request, the Bank shall provide them with a list on paper or on another permanent carrier, free of charge.

**7.5.** The list of services from the list of representative services related to the payment account (RSD payment account and foreign currency current account in EUR) offered by the Bank and information on the individual fee for each such service is given in the overview of services and fees for the payment



service user – consumer, i.e. the overview of services and fees for the payment service user – entrepreneur and legal entity, which are available at the counters at the Bank's premises and on its website. The Bank shall provide the Client with an overview of services and fees on paper or on another permanent carrier, free of charge, as well as at his request, within a reasonable time before the conclusion of the Framework Contract and the opening of a payment account, at the same time as other mandatory information.

## **8. Amendments to the Framework Contract at the proposal of the Bank**

**8.1.** If the Bank proposes amendments to the provisions of the Framework Contract, it shall:

- submit a proposal for these amendments in writing no later than 2 (two) months or 30 (thirty) days for the Clients of legal entities, before the proposed date of their application;
- inform the Client of their right to terminate the Framework Contract without payment of compensation and other costs, if they do not accept that proposal, at any time before the date of application of the proposed amendments to the provisions of the Framework Contract, as well as to determine the day before the date of application of the proposed amendments from which the termination will take effect;
- to inform them that the Bank will consider that the Client has agreed with the proposal - if they have not informed the Bank that they do not agree with the amendment proposal

**8.2.** Upon receipt of the proposal referred to in paragraph 8.1. of this item, the Client may accept or reject the amendments to the provisions of the framework contract even before the proposed date of their application.

**8.3.** The Client shall be deemed to agree with the proposal if, before the date of application of the proposed amendments, they have not informed the Bank that they do not agree with that proposal, of which the Bank has informed them in an easily visible manner at the same time as the submission of that proposal.

**8.4.** Exceptionally, if the Bank proposes to change the fee for the provision of payment services to benefit of the Client, or introduces a free new service or functionality of the existing service, this change may be applied immediately and without prior submission to the Client of proposals for amendments to the provisions of the framework contract in the part relating to that change.

**8.5.** The aforementioned provisions do not exclude the right of the Bank and the Client to conclude an annex to the Framework Contract in writing at any time, as an expression of mutual consent.

## **9. Changes in the interest rate and currency exchange rate**

**9.1.** Changes in the interest rate and exchange rate may be applied immediately and without prior notice to the Client, if they are based on changes in the agreed reference interest rate or reference rate.

**9.2.** If the interest rate or exchange rate changes in favor of the Client, these changes may be applied immediately and without prior notice to the Client.

**9.3.** The Bank shall notify the Client in writing of changes in the interest rate without delay, on paper or on another permanent carrier, unless otherwise specified in the Framework Contract and the manner of this notification.

## **10. Termination of the Framework contract**

### **10.1. Termination and nullity of the Framework contract requested by the Client**

The Client may at any time submit a written request for termination of the Framework contract without notice, provided that the Client has no outstanding liabilities to the Bank, and that all initiated payment transactions have been posted in the Bank's accounting records. If there are initiated payment transactions that have not been posted in the Bank's accounting records, with all liabilities to the Bank being settled, the notice period is one month.

The Client may request that the provisions of the Framework contract that are contrary to the information provided at the preliminary stage, i.e. the provisions relating to the mandatory elements of the Framework contract that have not been previously submitted to them – be considered null and void.

### **10.2. The Bank's right to terminate the Framework contract**

The Bank has the right to terminate the Framework contract concluded for an indefinite period of time, with a notice period that may not be shorter than 2 (two) months, i.e. 30 (thirty) days for Clients who are Legal Persons.

The Bank may terminate the Framework contract in all cases provided for in the agreement on opening and maintaining an account, agreement on an individual additional service, General Terms and Conditions, General Terms and Conditions of API Bank a.d. Beograd – general provisions, as well as in other cases determined by regulations.

The Bank shall deliver the notice of termination of the Framework contract to the Client in writing or on another permanent carrier.

### **10.3. Consensual termination**

The Framework contract may also cease to be valid by consensual termination.

### **10.4. Fees**

In the event of termination of the Framework contract referred to in items 10.1, 10.2 and 10.3, the Client is obliged to pay a fee only for payment services provided up to the date of termination, and if such a fee is paid in advance, the Bank is obliged to return to the Client a proportionate part of the fee paid.

The Bank does not charge a fee for the termination of the Framework contract.

### **10.5. Closing the payment account of legal entities and entrepreneurs**

The Bank terminates payment accounts on the basis of a request for termination or on the basis of a Framework contract, and transfers funds to the account specified in that request, i.e. the Framework contract.

The request shall be submitted in writing on paper or another permanent carrier and shall in particular contain the account number whose closure is requested and the account number to which the transfer of funds is requested. The request for a resident is submitted by his/her legal representative, i.e. the person authorized by the act of the competent authority of that resident to close his/her account, and for a non-resident - his/her representative from the decision on the registration of that non-resident in the country of establishment, i.e. another person authorized by the act of the competent authority of that non-resident to submit a request for closing his/her account.

The Bank shall close payment accounts if a legal entity or entrepreneur ceases to exist as a legal entity:

- pursuant to law or regulation;
- due to bankruptcy, liquidation or deletion from the register of business entities;
- due to the resulting status changes.

The Bank shall close the account to a non-resident when it ceases to exist as a legal entity under applicable law, on the basis of a notice submitted by that non-resident or authorized person to the Bank or on the basis of information from official state institutions dealing with the registration and monitoring of business entities, as well as the storage of data on legal entities.

If a legal entity or entrepreneur ceases to exist as a legal entity on the basis of a law or other regulation, it transfers funds from the account of the legal entity and the entrepreneur to the account of the legal successor, or to the account of the person designated by law or other regulation. If the law or other regulation does not specify a legal successor or another person to whose account the funds are transferred - the Bank transfers funds from the account of the legal entity and the entrepreneur to the account opened with the Bank for the funds that are not used, until receiving instructions on the account to which these funds will be transferred.

Upon termination of the account, the Bank shall, at the request of this person, issue free of charge, in writing on paper or other permanent carrier, a certificate of termination of this account, together with the information that all obligations to the Bank in connection with the opening, keeping and termination of that account have been settled.

### **10.6. Closing a consumer's payment account**

The Bank terminates the accounts to the consumer, on the basis of a request for termination or on the basis of a Framework contract, as well as on the basis of an enforceable court decision, due to the death



of the account holder or for other reasons.

Funds from the account are transferred to the account specified in that request or the Framework contract, i.e. payment is made in cash (in the currency in which the account is kept) in accordance with the request or the Framework contract.

After closing the account, the Bank shall issue a free-of-charge confirmation that this account has been closed, together with the information that all liabilities to the Bank in connection with the opening, keeping and closing of that account have been settled, in writing on paper or another permanent carrier.

## **EXECUTION OF PAYMENT TRANSACTIONS**

### **11. Consent of the Client as the payer for the execution of the payment transaction**

**11.1.** The Bank shall execute the payment transaction with the consent of the Client given in the form and in the manner provided for in the Framework contract. The method of consenting to the execution of a payment transaction depends on the payment instrument and the distribution channel.

**11.2.** Consent for the execution of a payment transaction depending on the type of payment service is given by the Client:

- by signing a payment order in paper form and submitting that payment order to the Bank, directly at the counters on the Bank's premises,
- by issuing a standing order in the appropriate form and manner determined by the Bank,
- using a payment card using contact or contactless payment technology by inserting or bringing a payment card to the POS terminal, at the merchant's point of sale and entering a PIN code, depending on the limit for entering the PIN code defined at the POS terminal;
- using a payment card using contact or contactless payment technology by inserting or presenting a payment card to an ATM when withdrawing cash with the mandatory entry of a PIN code,
- using electronic and mobile banking,
- through the payee and through the payment initiation service provider,

as well as otherwise contracted by the Bank with the Client under the Framework contract.

**11.3.** The Bank executes a payment transaction with the consent of the payer given before its execution, as follows:

- if the payment order was submitted on the prescribed payment instrument (on paper and/or on another permanent carrier previously agreed with the Bank);
- if the payment order is correctly filled in – which implies a legible and complete entry, i.e. entry of data, which are necessary for the execution of the payment transaction in accordance with the prescribed elements of the payment order;
- if the Client has provided sufficient funds to execute the payment order;
- if there are no obstacles to enforcement according to the applicable regulations.

**11.4.** The Client shall be deemed to have subsequently given their consent after the executed payment transaction, when they take over the relevant documents of the Bank related to a particular payment transaction (certificates, certified payment orders, statements, etc.) and does not object to them in a timely manner.

**11.5.** A payment transaction is authenticated if the Bank has verified and confirmed the use of a specific payment instrument, including its personalized security elements, using appropriate procedures.

### **12. Receipt of payment order**

**12.1.** The payment transaction is determined by the payment order. Payment orders are: order for cash-in, withdrawal and transfer of funds, while the payment orders for foreign currency payments are: payment order, collection order and general foreign currency order. The payment order must be correct, legible and authorized by the Client in the agreed manner. The Client is responsible for the completeness and accuracy of the data specified in the payment order, and is obliged to check the elements and content of the payment

order initiating a specific payment transaction and/or a series of payment transactions before giving consent (authorization).

**12.2.** The Bank will execute a payment order if the following conditions are met:

- if the payment order is correct;
- if the correct documentation has been submitted with the payment order and if all the required information has been submitted to the Bank, if necessary from the aspect of foreign exchange operations or prevention of money laundering and terrorist financing;
- if the payment transaction is not contrary to compulsory regulations (foreign exchange operations, prevention of money laundering and terrorist financing, compulsory collection, incorrect status documentation, or non-compliance with registered data, etc.) and if its implementation is not permanently or temporarily suspended by individual decisions of the competent authorities (court, public prosecutor's office, public enforcement officer, Administration for the Prevention of Money Laundering, etc.);
- if there is cover on the payment account for the payment of the entire amount from the payment order and the fee or the Client hands over to the Bank the cash in the amount necessary for the execution of the order and the fee;
- if consent to the payment order has been given in the agreed manner.

**12.3.** It is considered that the Bank received a payment order when that order was submitted to it in one of the agreed methods of issuing payment orders, which are determined by the provisions of the Framework contract, i.e. individual agreements on the opening and maintenance of payment accounts, as well as agreements on additional payment services.

**12.4.** The time of receipt of the payment order indicates the moment when the Bank received the payment order and it is recorded on the payment order. The Client's payment account cannot be debited before receiving the payment order.

**12.5.** The Bank determines the time of receipt and execution of orders in its Schedule, which is an integral part of the Framework contract. The schedule for the receipt and execution of payment transactions (depending on the category of Clients) defines the deadline for the receipt of payment orders during the Bank's business day.

The payment order received by the Bank after the deadline prescribed by the Schedule shall be considered received on the next business day. If the time of receipt of the payment order is not a business day of the Bank, the order shall be deemed to have been received on the next business day. If the Client has specifically contracted with the Bank the date of commencement of the execution of the order, the time of receipt of the order shall be deemed to be the day contracted for the commencement of the execution of the order (e.g. marked value date). For payment transactions initiated by a payment card, the time of receipt of the payment order is the time at which the Client has given consent to the execution of the payment transaction and the Bank has carried out the authentication procedure. The Bank reserves the right, in the interest of the Client, to execute a payment order on the same business day, although the payment order was submitted after the deadline prescribed by the Schedule, if there are no restrictions on the duration of the business day of the operator and other participants in the payment system (s).

**12.6.** The payment order for a domestic payment transaction executed in RSD shall be executed on the same business day when the Bank received the payment order, in accordance with the Bank's Schedule.

**12.7. Type of currency of the payment transaction and information related to the change of the payment currency** - The payment transaction is executed in the currency agreed between the Client and the Bank, in accordance with the regulations governing foreign exchange operations.

### **13. Refusal to execute a payment order**

**13.1.** The Bank may not refuse to execute a payment order when all the conditions set out in the Framework contract are met, unless otherwise determined by the applicable regulations or when there is reasonable doubt with the Bank regarding the authenticity of the payment order or certain elements thereof. If the conditions defined in item 12.2 are not cumulatively fulfilled (insufficient balance on the payment account, incorrect payment order, the required documentation and/or relevant information has not been submitted, the payment transaction is contrary to the applicable regulations, etc.), the Bank may refuse to execute the payment order, including the payment order given through the payment initiation

service provider, in which case it shall inform the Client thereof and, if possible, of the reasons for the refusal, and of the possibility and procedures for correction. If the execution of the payment transaction is rejected, it will be considered that the payment order has not been received, and if the Client eliminates the deficiencies in the payment order, and it meets the prescribed conditions for execution, it will be considered that the corrected order has been submitted as a new payment order, and the Bank will proceed with the execution of the payment order in accordance with these General Terms and Conditions. In the event that there are insufficient funds on the payment account for the execution of the transfer order, the Bank will not refuse the execution of the order, if the Client provides the necessary RSD funds on the account for the execution of the domestic payment transaction within 3 (three) days. In this situation, the date of commencement of the execution of the payment order is the day on which the Client provided the funds in the account with the Bank and made them available. In the event that the Client fails to provide the necessary funds in the account within the stipulated deadline, the Bank shall notify the Client of the refusal to execute the payment order after the expiry of the aforementioned deadline.

**13.2.** The Bank shall not notify the Client of the refusal to execute the payment order, only if such notification is prohibited by regulation.

**13.3.** The notification shall be submitted in the manner set out in the Framework contract, immediately, and no later than within the deadline set for the execution of the payment transaction:

- on the same business day for RSD transactions
- within the appropriate time limit for transactions in a different currency.

## **14. Revocability of the payment order**

### **14.1. Revocation of a payment order**

The Client as the payer may revoke the payment order at any time before the irrevocability of that order occurs.

The Client revokes the payment order by withdrawing the consent for the execution of a payment transaction or a series of payment transactions by sending a Request for withdrawal of the given consent through:

- e-mails to the following addresses:
  - o RSD payment orders – [domacipp@apibank.rs](mailto:domacipp@apibank.rs)
  - o payment orders in foreign currency – [inopp@apibank.rs](mailto:inopp@apibank.rs)
- in writing: to the address API Bank a.d. Beograd, Banking Operations Sector, Bulevar vojvode Bojovića 6-8, 11000 Belgrade
- Personal withdrawal of consent at the counters at the Bank's business premises.

### **14.2. Irrevocability of the payment order**

The given consent to the payment order may be revoked until the payment transaction has been executed. When the payment transaction is initiated by the payment initiation service provider or the payee or the Client through the payee – the Client may not revoke the payment order after giving consent to the payment initiation service provider to initiate the payment transaction or giving consent to execute the payment transaction to the payee.

Notwithstanding the foregoing, the Client may revoke the payment order until the end of the business day preceding the day determined for the commencement of the execution of the payment order.

Upon expiry of the previously defined deadlines, the Client may revoke the payment order only on the basis of an agreement with the Bank or another payment service provider involved in the execution of the payment transaction.

If the payment transaction is initiated by the payee or by the Client through the payee, the revocation of the payment order after the expiry of the aforementioned deadlines cannot be carried out without the consent of the payee.

**14.3.** For the revocation of a payment order, a fee is calculated and charged in accordance with the Tariff of fees for the Bank's services.

## 15. Fees

**15.1.** The Bank is entitled to charge the Client a fee for the provision of payment services. The Bank calculates and charges fees and other costs to the Client on the basis of individual contracts, General Terms and Conditions and the Tariff of fees for the Bank's services, with which the Client is familiar with and accepts them in full and agrees with their application. For the provision of payment services to the Client, the Bank shall calculate and charge the agreed fees, by debiting all its payment accounts maintained with the Bank. The Bank shall provide the Client with an overview of the services and fees related to the payment account, on paper or other permanent carrier, within a reasonable time before the conclusion of the Framework contract. The Bank calculates and charges fees for the following payment services:

- for the execution of payment orders, i.e. the execution of payment transactions in the country and abroad, which is calculated at the time of authorization, and charged at the time of posting the performed transaction or at the time of aggregate collection of fees for a certain period,
- the fee of the intermediary bank and the payee bank in international payment transactions or payment transactions in the currency of other countries, if the client has chosen OUR option for the execution of the payment transaction,
- fee for processing inflows from international payment transactions or payment transactions in the currency of other countries,
- Revocation of a payment order,
- account maintenance fee,
- other fees and actual costs in accordance with the Framework contract, i.e. the Tariff of fees for the Bank's services.

**15.2.** The Bank shall also charge the Client, in accordance with the Tariff of fees for the Bank's services, the following fees:

- for further information,
- to provide information more often than set out in the General Terms and Conditions and the Framework contract,
- to provide information through means of communication not specified in the Framework contract, if requested by the Client.

**15.3.** Fees may be fixed or variable.

**15.4.** Fees for international payment transactions are expressed without commissions from other banks participating in transfers of funds. The amount of fees of other commercial banks participating in transfers of funds depends on their business policy.

**15.5.** The expected amount of fees of other commercial banks, which participate in transfers of funds in international payment transactions, can be from 0 to 250 EUR (in RSD counter value at the middle exchange rate of the National Bank of Serbia) depending on the business policy of these banks, applicable regulations in the countries where these banks operate and the amount of payments.

**15.6.** The Bank may charge the Client only those fees related to the execution of the payment transaction of which it has previously informed the Client, in accordance with the applicable Tariff of fees for the Bank's services, i.e. the agreed fees.

**15.7.** The Bank reserves the right to grant and calculate more favorable fees to the Client than those defined in the Tariff of fees for the Bank's services.

**15.8.** The Bank shall submit to the Clients – natural person – consumers at least once a year, free of charge, a report on all fees charged for services related to the payment account, and to the Clients who are not consumers only on request.

**15.9.** In the event of termination of the payment account, the Bank shall, after the termination of that account, submit to the Client – consumer, without delay, a report on the fees charged relating to that payment account, for the period until the day of its termination, no later than 30 (thirty) days from the date of termination of that payment account.

**15.10.** The report on the collected fees also contains data on the applied interest rates and the total amount of interest, if the Bank collected and/or paid interest in the reporting period for certain services related to the payment account.

## 16. Execution of a payment transaction to the Client as the payee

**16.1.** In the case of a domestic payment transaction executed in RSD, the amount of the transaction will be credited to the Client's account without delay, on the same business day as the Bank received the payment order in accordance with the General Terms and Conditions.

**16.2.** If the payee does not have a payment account with the Bank, the funds will be made available to them immediately after the approval of these funds in the Bank's payment account:

- if the amount of the payment transaction for the payee has been granted to the Bank in the account or if the Bank has received that amount in another way;
- if the Bank has received all the information necessary to approve the payee's payment account or make funds available to the payee.

**16.3.** Upon receipt of a payment order from a foreign bank, the Bank shall inform the Client in whose name or in whose account the collection is made on the inflow from abroad. It is the Client's obligation to confirm the basis of foreign exchange inflow to the Bank, by submitting a statement on the basis of inflow, provided that it is possible to submit this statement by e-mail, from the Client's address registered with the Bank as contact information. The Client's payment account shall be approved in the currency in which the Bank's account was approved. The Bank shall approve the funds on the Client's payment account and enable the disposal of the funds on the account, upon receipt of the notice on the approval of the Bank's account, but not before the value date of collection representing the date when the foreign Bank or other domestic bank approved the Bank's account.

**16.4.** If the funds in the Bank's account are approved on a day that is not a business day of the Bank, the Bank shall be deemed to have received the funds for the Client on the next business day.

**16.5.** If the Client, which is not a legal entity, requests the payment of cash from the payment account, in the amount of more than RSD 600,000 or effective foreign currency in the amount whose RSD counter value at the official middle exchange rate is more than RSD 600,000, the Bank may pay it no later than the next business day.

#### **16.a Confirmation of availability of funds**

The Bank shall, immediately upon receipt of a request from a payment service provider that is the issuer of a payment instrument based on a payment card, respond whether the amount necessary for the execution of a payment transaction based on a payment card is available on the Client's payment account, if the following conditions are met:

- 1) the Client's payment account can be accessed online at the time of receipt of this request;
- 2) The Client has previously (before sending the first such request) given the Bank explicit consent to respond to such request from a particular payment service provider to confirm that an amount corresponding to a particular payment transaction based on a payment card is available on the Client's payment account;

It is a prerequisite that the payment service provider that is the issuer of a payment instrument based on a payment card authenticates itself before the Bank before submitting each individual such request and establishes communication and exchanges messages and data with it in a secure manner, that it has the express consent of the Client to make such a request and that the Client initiated the payment transaction using that instrument.

The Bank's response contains only "yes" or "no" without specifying the balance on the payment account and can only be used to execute a payment transaction.

At the Client's request, the Bank shall provide information on the payment service provider that submitted the request and on the response given.

This policy does not apply to a payment instrument based on the card on which the electronic money is stored.

#### **16.b Rules on access to payment account in case of payment initiation service**

If the Client has given explicit consent to the execution of the payment transaction, in order to enable the exercise of their right to use the payment initiation service, the Bank shall ensure the following:

- 1) establish communication with the payment initiation service provider and exchanges data and messages in a secure manner;
- 2) immediately upon receipt of the payment order from the payment initiation service provider - provide or

make available to that provider all information on the initiation of the payment transaction and all available information regarding the execution of the payment transaction;

- 3) payment orders received through the payment initiation service provider shall in no way discriminate in relation to payment orders issued directly by the payer, in particular with regard to timing and speed of action, priorities or fees, except for objective reasons.

#### **16.c Restricted access of payment service providers to payment accounts**

The Bank may refuse the account information service provider or the payment initiation service provider access to the payment account if there are reasonable and evidence-based reasons regarding unauthorized or fraudulent access to the payment account, or unauthorized or fraudulent initiation of a payment transaction by these payment service providers.

In this case, the Bank shall, in the manner set out in the Framework contract, inform the Client that access to the payment account has been refused and state the reasons for that refusal. If the Bank is unable to inform the Client thereof before refusal of access to the payment account, it shall do so immediately after refusing access to the payment account.

Exceptionally, the Bank will not notify the payer if the provision of such notice is prohibited by regulations or if there are objectively justified security reasons for doing so.

The Bank shall re-enable access to the payment account when the reasons for refusing such access cease to exist.

If the Bank refuses access to the payment account, it will immediately inform the National Bank of Serbia, providing information on all relevant details and reasons for refusing such access.

### **17. Value date**

#### **17.1. Debit value date and credit value date**

The Bank shall ensure that the debit value date of the Client's payment account in connection with the execution of the payment transaction is the same or later than the date on which that payment account is debited for the amount of the payment transaction.

The Bank is obliged to ensure that the value date of the Client's payment account approval in connection with the execution of the payment transaction is the latest business day when the funds of the payment transaction are approved in the Bank's account.

#### **17.2. Value date and cash disposition in case of payment of cash to a payment account**

In the case of a domestic payment transaction – payment of cash to a payment account held with the Bank in the currency of that payment account – the value date of approval of that payment account is the date when the cash was received.

The Client may dispose of funds immediately upon receipt of cash, i.e. upon approval of funds (on) their payment account, in the amount of available funds.

## **USE OF PAYMENT INSTRUMENTS**

### **18. Obligations of the Client in relation to the payment instrument and personalized security elements**

#### **18.1. The Client is obliged to:**

- 1) uses the payment instrument in accordance with the prescribed or agreed conditions governing the issuance and use of that instrument;
- 2) immediately upon receipt of the payment instrument, take all reasonable and appropriate measures to protect the personalized security elements of that instrument (e.g. personal identification number).
- 3) immediately upon becoming aware of the loss, theft or misuse of the payment instrument, notify the Bank thereof. The application for payment cards is made by phone at no. 011/ 395 22 55 while the application for all other payment instruments is made to the e-mail address



[infodomacipp@apibank.rs](mailto:infodomacipp@apibank.rs) and [inopp@apibank.rs](mailto:inopp@apibank.rs)

## **19. Obligations of the Bank in relation to the payment instrument**

**19.1.** If the Bank has issued a payment instrument, it is obliged to provide the following:

- 1) that the personalized security features of the payment instrument are available exclusively to the Client to whom the instrument has been issued, without prejudice to the Client's obligation to protect the personalized security elements;
- 2) that the Client may at any time inform it accordingly and free of charge in accordance with item 18.1. sub-item 3) of these General Terms and Conditions or request to be allowed to use the payment instrument again when the reasons for the block cease to exist;
- 3) to prevent any further use of the payment instrument after being notified by the Client in accordance with item 18.1 sub-item 3) of these General Terms and Conditions, and that if it is an unauthorized payment transaction or an approved payment transaction resulting from fraud or misuse, immediately take all reasonable measures to recover the funds.

**19.2.** The Bank may not issue to the Client a payment instrument that they have not requested, unless the already issued payment instrument needs to be replaced, as well as in the case of the mandatory issuance of a DINA payment card issued without a special request of the Client and related to their payment account.

**19.3.** The Bank bears the risk of delivering the payment instrument and personalized security elements of that instrument to the Client.

**19.4.** The Bank is obliged to provide the Client with proof that it has been notified by that Client of the loss, theft or misuse of a payment instrument in accordance with item 18.1. sub-item 3) of these General Terms and Conditions, if the Client has submitted a request for the submission of that proof within 18 months from the date of this notification.

**19.5.** When the Client notifies the Bank of the loss, theft or misuse of a payment instrument in accordance with item 18.1. sub-item 3) of these General Terms and Conditions, the Bank shall charge the Client only for the direct costs of replacing the payment instrument.

## **20. Limitation on the use of the payment instrument**

**20.1.** The framework contract concluded between the Bank and the Client establishes the spending limit for an individual payment transaction or several payment transactions in a certain period, if these transactions are executed on the basis of the payment instrument used to give consent to the execution of these transactions. If the Client is a consumer, this spending limit is mandatory, unless that consumer has explicitly requested in writing on paper or on a permanent carrier that this limit not be contracted, i.e. that it be terminated.

**20.2.** The Bank may disable the use of a payment instrument (blocking of a payment instrument) if there are:

- justified reasons relating to the security of the payment instrument;
- suspected unauthorized use of the payment instrument or its use for fraud or as a consequence of fraud; or
- increasing the risk that the Client will not be able to meet its payment obligation when the use of the payment instrument is associated with the approval of the loan, i.e. the allowed overdraft of the Client's account.

If the Client is a consumer, the blocking of the payment instrument is mandatory if there are reasonable grounds relating to the security of the payment instrument or if there is a suspicion of unauthorized use of the payment instrument or its use for fraud or as a consequence of fraud.

**20.3.** The Bank is obliged to inform the Client of the intention to block the payment instrument and the reasons for that blocking. If the Bank is unable to notify it before blocking the payment instrument, it is obliged to do so immediately after this block.

**20.4.** The Bank is obliged to submit to the Client a notification on the intention to block, i.e. on the blocking of the payment instrument in one of the ways defined by the provisions of the General Terms and Conditions of API Bank – general provisions, which regulate the manner of communication between the Bank and the Client.

**20.5.** The Bank shall not notify the Client of the foregoing if giving such notification is prohibited by applicable regulations or if there are reasonable security reasons for doing so.

**20.6.** The Bank will re-enable the use of the payment instrument or replace it with a new one – when the reasons for its blocking cease to exist.

#### **20a. Payment transactions where the amount of the transaction is not known in advance**

If a payment transaction based on a payment card is initiated by the payee or through the payee, and the exact amount of the transaction is not known at the time when the Client consents to the execution of the payment transaction – the Bank will reserve funds on the Client's payment account only if it has given its consent to a specific amount of funds that can be reserved.

The Bank shall release the reservation of funds on the Client's payment account without delay after receiving information on the exact amount of the payment transaction, and no later than immediately after receiving the payment order.

### **21. Liability in connection with the execution of payment transactions and the refund of the amount of the payment transaction**

#### **21.1. Liability of the Bank as the payer bank for unauthorized payment transaction**

The Bank is responsible for the execution of a payment transaction for which there is no consent of the Client (hereinafter: unauthorized payment transaction).

For the execution of an unauthorized payment transaction, the Bank shall immediately upon becoming aware and no later than the next business day after discovering or being notified of that payment transaction - refund the amount of that transaction to the payer, unless the payer's Bank suspects fraud or abuse on the part of the payer, in which case the Bank shall, within ten days of becoming aware of the unauthorized payment transaction:

- 1) explain to the Client the refusal to refund and report the fraud or misuse to the competent authority; or
- 2) refund the amount of that transaction to the payer, if, after additional verification, it concludes that the payer has not committed fraud or abuse.

The Bank is obliged to return its payment account to the state in which it would have been if the unauthorized payment transaction had not been executed so that the value date of the Client's payment account approval is at the latest the date when the account was debited that payment transaction.

The Bank is also obliged to refund the amount of all fees charged to the Client, as well as to make a refund, i.e. pay the amount of all interest to which the Client would have been entitled if the unauthorized payment transaction had not been made.

#### **21.2. Client's liability as payer for unauthorized payment transaction**

Exceptionally, the Client as the payer shall bear the losses arising from the execution of unauthorized payment transactions up to the amount of RSD 3,000, if these transactions were made due to the use of:

- 1) lost or stolen payment instrument or
- 2) payment instrument that was misused.

The Client shall bear all losses arising from the execution of unauthorized payment transactions, if these transactions were executed:

- due to fraudulent actions of the Client;
- failure to comply with its obligation to protect personalized security elements due to its intent or

gross negligence in accordance with the prescribed or agreed conditions governing the issuance and use of that instrument and which are objective, non-discriminatory and proportionate.

The Client shall not bear the losses referred to in this item in the following instances:

- 1) if the loss, theft or misuse of the payment instrument could not be detected by the payer before the execution of the unauthorized payment transaction, except in the case referred to in paragraph 2 of this item.
- 2) if the unauthorized payment transaction is the result of an act or omission of an employee, agent or branch of the Bank, except in the case referred to in paragraph 2 of this item.
- 3) if the Bank has not at all times provided it with an appropriate means of notifying it of a lost, stolen or misappropriated payment instrument in accordance with point 19.1, paragraph 1, sub-item 2), except in the event that these losses were caused by fraudulent actions of the payer;
- 4) if the Bank does not require reliable user authentication, unless these losses are due to fraudulent actions of the payer.
- 5) losses incurred due to unauthorized payment transactions made after informing the Bank that the payment instrument has been lost, stolen or misused unless these losses were caused by fraudulent actions of the payer.

### **21.3. Liability of the Bank for a non-executed or improperly executed payment transaction or delay in the execution of a payment transaction initiated by the Client as the payer**

If the payment transaction is initiated by the Client, the Bank shall be liable to the Client for its proper execution to the payee bank in terms of the prescribed deadlines for the execution of transactions.

If the Bank is responsible for a non-executed or improperly executed payment transaction, it is obliged to immediately refund the amount of the non-executed or improperly executed payment transaction to the Client, or to return the Client's payment account to the state in which it would have been if the improperly executed payment transaction had not occurred, unless the Client requested the proper execution of the payment transaction.

The Bank is obliged to ensure that the value date of the Client's payment account approval in connection with an improperly executed payment transaction is at the latest date when the Client's payment account was debited the amount of the improperly executed payment transaction.

If the Bank, as a payment service provider, is responsible for a non-executed or improperly executed payment transaction or a delay in the execution of a payment transaction, it is obliged to refund to its Client the amount of all fees charged to it, as well as to refund or pay the amount of all interest to which that consumer is entitled in connection with the non-executed or improperly executed payment transaction.

If the Bank provides proof to the Client, and if necessary to the payee's bank, that the account of the payee's bank has been approved for the amount of the payment transaction within the prescribed deadline – the payee's bank shall be liable to the payee for the non-executed or incorrectly executed payment transaction in terms of accuracy of the value date of the approval and disposal of funds.

If the payment transaction was initiated by the Client through the payment initiation service provider, the Client's payment service provider is considered to be the Bank.

### **21.4. Liability of the Bank for a non-executed or improperly executed payment transaction or delay in the execution of a payment transaction initiated by the Client as the payee or the payer through the payee**

If the payment transaction is initiated by the Client as the payee or by the payer through the Client as the payee, the Bank shall be liable to the Client as the payee for the proper delivery of the payment order to the payer's bank.

If it has not submitted or has not properly submitted a payment order in the previous case, the Bank is obliged to submit or resubmit that order to the payer's bank immediately upon learning of this fact

If the payment order is submitted to the payer's bank after the deadline set between the Client and the Bank, the Bank shall ensure that the value date of the Client's payment account approval is at the latest the date when that payment account would have been approved for the amount of the payment transaction if the payment transaction had been executed within the deadline.

If the amount of the payment transaction in the cases referred to in paragraph 1 of this item is approved in the Bank's account, then the Bank shall be liable to the Client as the payee for the proper execution of the payment transaction in the sense that the funds were made available immediately after the approval and that the value date of the payee's payment account approval shall be at the latest the date when that payment account would have been approved for the amount of the payment transaction if the payment transaction had been executed properly

If the Bank provides proof to the Client and if necessary to the payer's bank, that it is not liable to the Client in accordance with paragraphs 1-3 of this item – the payer's bank shall be liable to the payer for the non-executed or improperly executed payment transaction. The provisions shall apply to the actions of the payer's bank, which require that the amount of the non-executed or incorrectly executed payment transaction be refunded to the payer immediately upon learning of the same, unless the payer has requested the proper execution of the payment transaction.

The Bank is obliged to ensure that the amount of the payment transaction is approved on the Client's payment account so that the date of the currency of approval of this account is at the latest the date on which that account would have been approved if the payment transaction had been executed correctly, if the payer's bank proves that the Bank received the amount of the payment transaction, and there was a slight delay in the execution of the payment transaction.

The Bank, if responsible in accordance with this item, is obliged to refund to its Client the amount of all fees charged to it, as well as to make a refund, i.e. pay the amount of all interest to which the Client is entitled in connection with a non-executed or incorrectly executed payment transaction.

#### **21.5. Liability for use of the unique identifier**

If the payment order is executed in accordance with the payee's unique identifier from that order, this order shall be deemed to have been executed correctly in the part relating to the determination of the payee, regardless of other data submitted to the Bank.

If the unique identifier provided by the Client to the Bank is incorrect, the Bank is not responsible for the non-executed or incorrectly executed payment transaction but the Client has the right to require the Bank to take all reasonable measures, i.e. to provide it with information on the flow of funds of the payment transaction (e.g. about the receiving bank and/or the payee).

The Bank may charge the Client a special fee for taking these measures, in accordance with the applicable Tariff of fees for the Bank's services and the Framework contract.

In the event of a non-executed payment transaction due to an incorrect unique identifier, the Bank is obliged to immediately refund the amount of the non-executed payment transaction to the Client.

#### **21.6. Rights and obligations of the Bank in the case of a payment transaction resulting from fraud or abuse and in certain cases of improper execution of a payment transaction**

If the Bank receives a request for a refund from the payer's bank along with data, information and documentation on the basis of which it is determined that it is likely that it is a payment transaction resulting from fraud or abuse – the Bank is obliged, as a payment service provider of the payee, regardless of the fulfillment of other legal requirements - not to approve these funds on the Client's account, or to disable the disposal of these funds to the Client within the next three business days from the date of receipt of

these data, information and documentation.

In that case, if the Bank subsequently, but before the expiration of the said deadline, receives from the payer bank data, information and documentation, including the appropriate application to the competent state authority, which all together, beyond any reasonable doubt, points to the conclusion that it is fraud or abuse – the Bank will:

- 1) refund the funds to the payer without delay if the Client, within 15 business days from the date on which the Bank informed them of the data, information, documentation and application, could not prove or make probable the origin of those funds or if they refused to provide appropriate evidence;
- 2) enable the Client to dispose of funds after the expiration of 30 business days from the date of expiry of the deadline referred to in subitem 1 of this paragraph if the Client has proven or made probable the origin of these funds within the deadline referred to in sub-item 1 of this paragraph, and the competent state authority has not adopted and submitted an act prohibiting the disposal of these funds.

The Bank shall be liable to the payer for the loss incurred due to the payment transaction referred to in paragraph 1 of this item if they, contrary to para. 1 and 2 of this item enabled to the Client the disposal of funds, and in the appropriate procedure it is determined that the Client committed fraud or abuse or that they participated in the execution of fraud or abuse.

The Bank has the following rights and obligations in certain cases of improper execution of a domestic payment transaction:

- 1) if the bank transfers to the payee's bank the amount of the payment transaction exceeding the amount determined in the payment order or if it executes the payment order repeatedly by mistake – the payee's bank is obliged, on the basis of evidence, to return such funds to the bank that made this error without delay;
- 2) if the bank transfers to the payee's bank an amount lower than the amount of the payment transaction determined in the payment order, the bank may, within the prescribed deadlines, transfer the difference to the payee's bank and without the Client's request for the proper execution of the payment transaction;
- 3) if the bank transfers the funds to a payee other than the one indicated in the payment order, the bank may, within the prescribed deadlines, properly execute the payment transaction without the Client's request for the proper execution of that transaction, and the bank of the payee to whom the funds were wrongly transferred is in any case obliged, on the basis of the evidence of the bank, which made the mistake, to return the received funds without delay (transfer as a refund) to the bank.

The refund of the above funds takes priority over the execution of all other payment transactions from the payment account to which these funds have been transferred

#### **21.7. Obligation to determine the flow of funds in the event of an unauthorized, non-executed or improperly executed payment transaction**

In the event of an unauthorized, non-executed or improperly executed payment transaction, the Bank shall, regardless of the responsibility for the proper execution of the payment transaction, at the request of the Client, immediately take appropriate (reasonable) measures to determine the flow of funds of the payment transaction and provide the Client without delay with information on the outcome of the measures taken.

The Bank does not charge a fee for this action.

#### **21.8. Liability of the Bank for damage caused by unauthorized, non-executed or improperly executed payment transaction**

The provisions of items 21.1. – 21.7. do not exclude the right of the Client to demand from the Bank, in accordance with the Law, compensation for damage caused by the execution of an unauthorized payment transaction, non-execution of a payment transaction or improper execution of a payment transaction, or delays in the execution of a payment transaction for which the Bank is responsible.

## **22. The burden of proving the execution of a payment transaction**

**22.1.** If the Client claims that it has not approved the executed payment transaction or that the payment transaction has not been executed or has not been properly executed, the Bank, if it claims the opposite, for the part of the service it provides, shall be obliged to prove that the payment transaction was authenticated, properly recorded and posted and that its execution was not affected by any technical malfunction or other deficiency.

**22.2.** A payment transaction is authenticated if the Bank has verified and confirmed the use of a specific payment instrument, including its personalized security elements, using appropriate procedures.

**22.3.** If the Client claims that they did not approve a payment transaction made using a payment instrument or initiated through a payment initiation service provider, the Bank's records on the use of that instrument or on the initiation of a payment transaction are not necessarily deemed sufficient evidence that the Client approved the payment transaction, that they acted fraudulently or that they failed to fulfill the obligations to protect personalized security elements intentionally or out of gross negligence.

**22.4.** The Bank, as well as the payment initiation service provider, is obliged to provide evidence that makes it probable that the payment service user acted fraudulently or that they intentionally or through gross negligence failed to fulfill the obligations to protect personalized security elements.

**22.5.** The Bank may lay down rules to regulate in more detail the exchange of data and evidence in accordance with the provisions of this item and other provisions of this section, of which it shall notify the National Bank of Serbia no later than 45 days before the start of their application.

## **23. Notification i.e. request as a condition for the refund of the amount or proper execution of the payment transaction**

**23.1.** The Bank shall provide the Client with a refund of an amount stipulated in the provisions hereof or a proper execution of the payment transaction, if the Client notifies it of any unauthorized, unexecuted or improperly executed payment transaction and/or if he requests a proper execution of the payment transaction, immediately upon learning of such payment transaction, provided that such notification and/or request are submitted not later than 13 (thirteen) months from the date of debiting.

**23.2.** If the Bank has not provided the Client with information on the payment transaction in accordance with the mandatory elements and information

– the bank responsible for an unauthorized, non-executed or improperly executed payment transaction is obliged to provide the Client with a refund of the amount of the transaction in question even after the expiration of a period of 13 (thirteen) months, if the Client notifies it of an unauthorized, non-executed or improperly executed payment transaction immediately after learning of that transaction.

**23.3.** If the payment service provider referred to in paragraph 1 of this item was also involved in the execution of the payment transaction - the refund of the amount referred to in that paragraph is requested by the Client from the Bank, in accordance with the provisions of these General Terms and Conditions and the provisions of the law on the liability of the payment initiation service provider.

**23.4.** The objective deadline for notification by Clients who are not consumers is 10 (ten) days from the date of debit. The Bank shall be deemed to have provided the necessary information to the Client, by submitting the account statement in the agreed manner or other type of confirmation of the executed payment transaction.

## **24. Exclusion of liability due to force majeure or law**

**24.1.** The provisions on liability shall not apply to the Bank and the Client in connection with the execution of a payment transaction in the event of force majeure that prevented the fulfillment of obligations arising from the Law on Payment Services or other applicable regulations.

## **25. Refunding approved and properly executed payment transaction**



**25.1.** The Bank is obliged to refund to the Client as the payer – if it has submitted a request within 56 (fifty-six) days from the date of debit, the full amount of the approved and properly executed payment transaction, initiated by the payee or by the Client as the payer through the payee, if the following conditions are met:

- 1) that the Client has given consent to execute the payment transaction without determining the exact amount of the payment transaction;
- 2) that the amount of the payment transaction is higher than the amount that the Client could reasonably expect taking into account the amounts of its previous payment transactions, the conditions set out in the Framework contract and the circumstances of the specific case – unless the higher amount of the payment transaction is due to a currency exchange at the agreed reference rate.

**25.2.** The Client, as the payer, is obliged to provide evidence of the facts relating to the fulfillment of the above conditions.

**25.3.** The Bank is obliged to refund the full amount of the payment transaction to the Client as the payer or to inform them of the reasons for rejection of the request, within 10 (ten) business days from the date of receipt of this request. The approval value date of the Client's payment account may be at the latest the date when the account is debited the payment transaction referred to in this paragraph.

**25.4.** If the Bank rejects the request, it is obliged to inform the Client in a notification of the reasons for this refusal and of the procedure for exercising the protection of the rights and interests of the Client, including the out-of-court resolution of the disputed relationship, as well as of the procedures that may be initiated and the authority responsible for conducting these procedures.

**25.5.** The Client, as the payer, is not entitled to a refund of the amount of the payment transaction if the following conditions are met:

- 1) that the Client has directly given consent to the Bank to execute the payment transaction;
- 2) that the Bank or the payee, at least 28 (twenty-eight) days before the due date, has provided the Client with information on the future payment transaction in the agreed manner.

**25.6.** The provisions of the previous paragraphs of this item shall not apply to payment transactions initiated on the basis of bills of exchange.

## **26. Special rules for the execution of individual payment transactions**

### **26.1. Execution of international payment transactions**

- 1) The Bank and the Client may agree in the contract on opening a FX account that certain provisions of the preceding items hereof applicable to international payment transaction shall not apply in whole or in part to such payment transactions – except for the provisions on:
  - Execution of the payment transaction to the payee, and
  - Debit value date and credit value date,

- 2) **Exceptions regarding the Framework contract and informing the Client in international payment transactions and payment transactions in foreign country currencies**

In the case of international payment transactions or payment transactions in foreign country currencies:

- **Deadline for execution of payment transaction:**

The Bank is not obliged to provide or make easily available to the Client, prior to the conclusion of the framework contract on payment services, information regarding the deadline for the execution of the payment transaction of the payee's bank in another country, if it does not have this information at the time of conclusion of the Framework contract, and the Framework contract relating to these transactions does not have to contain the deadlines for the execution of the payment transaction – only information about the expected time of execution of the payment transaction.

- **Fees:** if the framework contract on payment services stipulates that the Bank charges its Client a fee charged for the execution of an international payment transaction or a payment transaction in the

currency of other countries by another bank or intermediary participating in the execution of these payment transactions – the Bank is obliged to inform the Client before initiating the payment transaction about the amount of that fee, unless it does not have information on the exact amount of the fee at the time of initiating the payment transaction, in which case it is obliged to provide the Client with information on the expected amount of this fee. The expected amount of fee is defined in item 15 of the General Terms.

- 3) The Bank and the Client may determine in the Framework contract governing the execution of international payment transactions or payment transactions in the currency of other countries solely by using payment instruments for payments of low monetary value that the provisions on pre-contractual information and information before and after the execution of an individual payment transaction for a payment instrument for payment of low monetary value - do not apply.

#### **26.2. Execution of payment transactions based on bills of exchange**

A bill of exchange payment transaction is a payment transaction where the payee initiates a transaction to debit the payer's payment account on the basis of a bill of exchange and a payment order requesting a transfer of funds from the payer's account to their account.

The bill of exchange, including the electronic bill of exchange, is issued in accordance with the law governing the promissory note and represents the irrevocable consent of the issuer of the bill of exchange given to their bank to make a payment transaction initiated by the holder of the bill of exchange.

All rights and obligations of the issuer and the holder of the bill of exchange or other persons holding the bills are regulated by the Law on Bills of Exchange and the regulations of the National Bank of Serbia, which regulates the electronic bill of exchange in more detail.

#### **26.3. Debiting of a payment account without a payment order**

The Bank shall debit the Client's payment account without a payment order in the following cases:

- 1) in the process of execution i.e. enforced collection against the Client, pursuant to the law;
- 2) for the collection of due fees for payment services;
- 3) due receivables from loans granted by the Bank to the Client;
- 4) other due receivables of the Bank against the Client, if such method of collection is contracted by the relevant contracts;
- 5) in other cases prescribed by applicable regulations.

### **27. Payment accounts**

**27.1.** A payment account is a current account or other payment account maintained with the Bank, which is used for the execution of payment transactions and for other purposes related to the services provided by the Bank to payment service users.

**27.2.** The Bank opens accounts with the Client based on:

- account opening request
- concluded Framework contract regulating the conditions for opening, maintaining and closing the account
- attached documents and other prescribed documentation determined by the relevant regulations and specified in the Request for Account Opening

Exceptionally, the Bank may open accounts even if this is provided for as an obligation of the Bank by the applicable regulations.

#### **27.3. Payment account with basic features**

A payment account with basic features is a payment account used to execute payment transactions in RSD (RSD current account). The Bank is obliged to enable the Client, a consumer who has a legal stay in the Republic of Serbia and does not have a payment account in any commercial bank, to open and use a payment account with basic features at their request. Basic features include:

- 1) services of opening, maintaining and closing a payment account,
- 2) services that enable the payment of cash to the payment account,
- 3) services that enable the payment of cash from the payment account at counters and ATMs,
- 4) services of executing payment transactions, i.e. transferring funds from a payment account, i.e. to a payment account, as follows: using a payment card, including online payment, by transferring

approval, including a standing order.

The Bank may, at the Client's request, grant the Client an overdraft per current account with basic features and the use of a credit card. The Bank may not condition the opening and use of a payment account with basic features by contracting an overdraft facility or a credit card.

At the Client's request, the Bank is obliged to open a payment account with basic features or to reject that request without delay, and no later than 10 (ten) business days from the date of receipt of the orderly request.

The Bank may reject the request to open a payment account with basic features if the Client already has a payment account with another Bank that allows them to use the aforementioned services.

The Bank is obliged to check beforehand whether the Client has an open payment account with another bank or, if it does not perform this check, to

obtain a written statement from the Client on whether they have an account with another bank that allows them to use the aforementioned services. The Bank may reject the Client's request to open a payment account with basic services no later than 10 (ten) business days from the date of receipt of the request to open an account if the Client already has a payment account open with another bank, unless the Client makes a statement in writing and submits a notice of the other bank that the payment account will be closed.

#### **27.4. Payment account switching service**

The Bank allows the Client who opens or has an open payment account with another bank to change the payment account in the same currency.

The change of the payment account shall be made exclusively on the basis of the received authorization of the Client, with or without the termination of the payment account opened with the previous bank. The authorization shall be drawn up in writing, on the basis of which the Client gives consent to the previous and new payment service provider to take all or individual actions when changing the account. The authorization may specify standing orders, incoming credit transfers, as well as other payment services whose execution is transferred to a new payment account, provided that the new service provider provides those services. By authorization, the Client determines the date of commencement of execution of standing orders from the new payment account, whereby this deadline may not be shorter than 6 (six) business days from the date on which the new payment service provider received the documentation from the previous service provider.

Within 2 (two) business days from the date of receipt of the authorization to change the payment account, the new payment service provider is obliged to submit a request for the submission of all relevant information to the previous payment service provider in accordance with the authorization, according to which the previous payment service provider is obliged to act in the manner and within the deadlines within the meaning of the Law on Payment Services.

The previous payment service provider terminates the account if the Client has no outstanding obligations under that account, and if actions have been performed in accordance with the applicable regulations. If the conditions for closing the account are not met, the previous payment service provider shall inform the Client thereof without delay.

The previous payment service provider may not block the payment instrument before the date specified in the authorization, so that the provision of payment services to the Client is not interrupted during the change of payment account.

The Bank shall, at the Client's request, free of charge, provide or make readily available to the Client information on existing standing orders held by the Client with the Bank.

The Bank is obliged to compensate without delay the damage caused to the Client during the change of the payment account due to its failure to comply with the prescribed obligations, except in the event of force majeure.

**27.5.** The Bank shall make the information regarding the change of payment account easily accessible to the Client, on paper or other permanent carrier, on its website, as well as in its business premises available to the Client, at his request, free of charge, in accordance with the applicable regulations. **Request for**

**opening an account**

The Bank opens an account with the Client at their request, on which occasion the Client is obliged to fill in the standard form (request) for opening an account and, if necessary, other documents and to submit the prescribed/required documentation.

The request for opening the account of a legal entity must be signed by the legal representative of the legal entity or a person authorized by the appropriate act or decision of the competent authority to grant authorization for the disposal of funds in the account and certified by the seal of that legal entity if it uses the seal in legal transactions. When opening the Client's account of a legal entity, the Bank determines the identity of the Client, its beneficial owner, legal representative, i.e. the person authorized to represent, as well as the proxy, as well as the persons authorized to dispose of funds under the account, based on the submitted documentation required by the Bank in accordance with the applicable regulations of the Republic of Serbia.

Before, during and after establishing a business relationship with the Client, the Bank undertakes legally prescribed actions and measures to prevent and detect money laundering and terrorist financing, including actions and measures to know and monitor the client's business by obtaining the prescribed data and documentation. If the Bank is unable to obtain the prescribed data and documentation, it will refuse to establish a business relationship and if a business relationship with the Client has already been established, the Bank will terminate it without the consent of the Client.

**27.6. Authorized persons to dispose of funds on the account of the legal entity /Depositing of specimen signatures**

When opening the account, the name of the persons authorized to manage the account kept with the Bank must be indicated, and the identity of these persons must be appropriately determined.

Persons authorized to dispose of funds on the account shall deposit their signature specimen with the Bank.

The specimen signature card of persons authorized to dispose of funds from the account or other document authorizing a particular person to dispose of funds in the account shall contain the data provided for in a special regulation of the competent regulatory authority. Persons who, by signing the application form (request) by a legal representative or other authorized person, are granted the right to use electronic and/or mobile banking and to dispose of funds on the account only through that payment instrument need not be recorded on the specimen signature card, but these persons must be adequately identified by the Bank, in accordance with obligations related to the prevention of money laundering and terrorist financing.

The specimen signature card or other document authorizing a particular person to dispose of funds in the account may be signed by the legal representative of that legal entity or another person authorized by the appropriate act or decision of the competent authority to grant authorization to dispose of funds in the account of that legal entity, including the power of attorney issued by the competent authority.

Another document authorizing a certain person to dispose of funds in the account implies an application form (request of the Client), a special power of attorney or other document that is acceptable according to the Bank's assessment, and which undoubtedly authorizes a certain person to dispose of funds in the account once, for a certain period of time or until revocation.

**27.7. Authorizations for managing a natural person's account**

A natural person who opens an account with the Bank may authorize one or more other persons to dispose of funds from that account, whose signatures must be deposited with the Bank in accordance with the provisions of these General Terms. The Account Holder/Client is obliged to familiarize all persons authorized by them to dispose of funds from their account with these General Terms.

Persons authorized by the account holder to dispose of funds from the account are not authorized to issue new or withdraw existing authorizations, nor are they authorized to close the account.

Exceptionally, the account holder may specifically authorize another person to perform an explicitly stated transaction on that account on the basis of a special power of attorney. The special power of attorney must be certified by a notary or diplomatic consular mission of the Republic of Serbia abroad or by the competent authority of the country in which it is issued and cannot be older than 6 (six) months from the date of certification.

The Bank shall not be liable for any loss suffered by the Client, if the Bank has followed the instructions contained in the authorization or special power of attorney signed by the Client and has paid due attention in determining the identity of the person specifically authorized to conduct the banking transaction in question. This provision shall also apply to the preceding point.

#### **27.8. Death**

Upon receipt by the Bank of a written notice with appropriate evidence of the death of the natural person in whose name the account is kept, with appropriate evidence, all authorizations and powers to manage the account given by that person shall cease to be valid.

The Bank shall allow the disposal of funds in such an account only on the basis of a final and enforceable decision of the competent court or other competent authority, in accordance with the applicable regulations.

#### **27.9. Revocation and changes of authorization**

Authorizations and deposited specimen signatures of persons authorized to dispose of funds from the account are valid until their revocation in writing as deemed satisfactory by the Bank.

In the event of any change or amendment to the data of importance for the disposal of the account and the business relationship of the Client with the Bank, the Client must without delay notify the Bank in writing of such change, and provide appropriate documentation to prove the aforementioned information.

The amendments in question become legally binding on the Bank only from the moment of receiving a written notice of them at the Bank's premises (by mail or direct delivery in paper form, signed and stamped if applicable; or in electronic form, signed with a qualified electronic signature, from the e-mail address previously recorded with the Bank as a contact e-mail address).

#### **27.10. Operation mode in case of holding multiple accounts and compensation authorization**

If the same Client has multiple accounts opened with the Bank, the Bank has the discretion to express and collect its receivables (in accordance with the Client's authorization, which by accepting these General Terms and Conditions are considered unconditionally and irrevocably given) from all Client's accounts, regardless of the currency in which they are kept.

The Bank is authorized, in accordance with the applicable regulations, to offset the due and uncollected receivables of the Client towards the Bank with the due and uncollected receivables of the Bank towards the Client.

- that the Bank has explicitly acknowledged its receivable in writing,
- that the Client's receivable is in the same currency as its liability to the Bank which they thus settle; and
- that the total existing receivables of the Client from the Bank exceed the amount of the total existing and potential liabilities of the Client to the Bank.

The Bank is authorized to debit all accounts of the Client, regardless of the currency of these accounts, in order to fully settle the receivables it has from the Client.

If funds from the Client's foreign currency accounts are used to settle the RSD amounts, the conversion of the appropriate foreign currency amount shall be carried out by applying the Bank's purchase rate, valid on the day of debiting that account.

If funds from the Client's RSD accounts are used to settle the amount in foreign currency, the conversion of the appropriate RSD amount shall be carried out by applying the Bank's selling rate, valid on the day of debiting that account.

**27.11. Actions that the Bank is authorized to take without the consent of the Client**

The Bank is authorized to dispose of funds from the account without the consent of the Client in cases provided for by imperative regulations, and in particular for the purpose of payment or blocking of accounts on the basis of final and enforceable decisions of the court or other competent authority.

**27.12. Information on individual executed payment transactions and account balance (statements)**

The Bank shall report to the Client on the account balance through regular reports on any changes in the account, in accordance with the applicable regulations.

An extraordinary copy shall be issued at the request of the Client.

Account balance reports shall be delivered to the Client in person at the Bank's premises or in another agreed manner.

**28. Reconciliation of data related to current accounts**

**28.1.** The Bank is obliged to take over the data on status and other changes of legal entities and entrepreneurs, which are registered with the organization responsible for keeping the register of business entities in the Republic of Serbia, every business day from that organization in electronic form - in the manner and under the conditions prescribed by that organization.

**28.2.** The Bank shall reconcile data related to the current accounts of legal entities and entrepreneurs within 3 (three) working days from the date of taking over these data.

**28.3.** Legal entities and entrepreneurs are obliged to inform the Bank of the status and other change that is registered with other bodies and organizations, as well as to take legal and factual actions necessary to align the data related to their payment accounts with this change - within 3 (three) days from the date of receipt of the decision on the registration of that change.

**29. Uniform Account Register**

**29.1.** The Bank maintains current and other client accounts and regularly submits data on these accounts to the National Bank of Serbia and is responsible for the accuracy of these data.

**29.2.** The Unified Account Register contains the prescribed information about the Clients – users of payment services.

**29.3.** Data from the Uniform Account Register relating to Clients - legal entities and entrepreneurs are public and available on the website of the National Bank of Serbia, while data for Clients - natural persons – consumers do not have the character of public data.

**29a Access to bank accounts**

The Bank shall provide access to payment account opening and management services to payment institutions and electronic money institutions on an objective, non-discriminatory and proportionate basis, in a manner and to the extent that it enables payment institutions and electronic money institutions to provide payment services smoothly and efficiently.

If it refuses to provide access to these services to a particular payment or electronic money institution, the Bank shall provide the National Bank of Serbia with an explanation of the reasons for this refusal

**30. Payment cards**

**30.1.** In its operations, the Bank, on the basis of a contract concluded with the Client, issues and gives for use to clients VISA and Dina debit payment cards and VISA credit payment cards, which enable the disposal of funds up to the amount of available funds in the Client's account, i.e. up to the credit limit, all in accordance with the usage limits. Payment cards can be primary and additional.



**Payment cards:**

- are the property of the Bank, at whose request they must be returned,
- are in the name of the Client (primary card) or the user of the additional card and are not transferable to another person (for Clients, the primary card is attached to the legal entity and is not issued to the Client, while additional cards are issued to users, natural persons previously appointed by the Client in the form of a request).
- cannot be used for a pledge or as payment collateral.

**30.2. Issuance of payment cards**

- The decision on issuing the card shall be made by the Bank;
- The Bank issues payment cards to natural and legal persons on the basis of a completed Request by the Client (application form), except when it comes to a Dina debit card for which the application is not required, and a contract for the issuance of a payment card;
- When issuing the card and when renewing and reissuing it, the Client shall pay the Bank a fee for issuing and using the card in accordance with the contract concluded with the Bank, i.e. the Tariff of fees for the Bank's services.
- The Bank is authorized to charge the fee in question by debiting the account of the Client, the user of the primary card.

**30.3. PIN code (Personal Identification Number)**

In addition to the payment card, the Bank will also provide the Client with a PIN code (personal identification number), which is considered an electronic signature of the Client. It is the Client's obligation to sign the card immediately upon receipt. It is the Client's obligation to keep the PIN assigned confidential, in order to protect the card from misuse. The PIN is not written down on the card or any other document that comes with the card. Otherwise, in the event of misuse of the payment card, the Client shall bear the possible financial consequences in accordance with the applicable regulations.

The Client can change the PIN at the ATM at any time.

**30.4. Card expiration date** – the card expires on the last day of the month and year indicated on the card.

**30.5. Using your card**

- Payment cards can be used in all places where their sign is displayed: Dina and VISA;  
The Dina card can only be used in the country, while the VISA card can be used in the country and abroad, to withdraw cash, pay for goods and services at physical points of sale, as well as at points of sale via the Internet;
- At the request of the seller of goods and/or services – the "Acceptor", the Client is obliged to hand over a card that has been denied the right of use by the Bank;
- When paying for goods and/or services with Dina payment cards at the acceptance point equipped with the POS terminal, the Client is obliged to enter their PIN in person if the POS terminal requires it. The Client may not disclose their PIN to the Acceptor or any other person. The use of a personal identification number (PIN) is considered to be an authorization of the transaction by the Client;  
For the payment made, the point of sale shall issue a copy of the slip/bill. By entering the PIN, the Client confirms that the amount is correct and agrees to debit their account opened with the Bank. For transactions at online points of sale, data on the executed transaction are recorded only systematically; For transactions of smaller values, determined at the merchant's POS terminal, PIN entry is not required.
- With a payment card, the client can withdraw cash at bank counters, post offices and ATMs where the sticker is displayed - with the Dina and VISA payment card logo, using a pin;
- All payment cards issued by the Bank support contactless technology so that the Client executes all transactions of payment of goods and/or services at POS terminals contactlessly. The obligation to enter a PIN for a contactless payment depends on the amount of the transaction defined by VISA;
- To authenticate payments over the Internet, the Client shall use the CVV code printed on the back

- of the payment card and which the Client must keep confidential;
- For online payments with VISA cards, the Bank supports 3D Secure customer authentication. The authentication of the Client is done by sending an SMS message with an OTP code to the registered mobile phone number of the Client. The Client enters the obtained OTP code into the form on the Merchant's website, which once again establishes the Client's identity;
- The Bank enables the inflow of funds into the Client's accounts through payments to payment cards in accordance with the operating rules of card systems;
- Electronic records from ATMs and POS terminals are proof of the transaction.
- The Client may check the balance on the account at ATMs in accordance with the provisions of the concluded contract with the Bank.

**30.6. Usage limits** – the contract concluded with the Client shall limit the number of transactions the Client may execute on a daily or in other longer period and the limit to which the Client may deposit or withdraw cash from the card account.

**30.7. Statement** – Once a month, the Bank submits to the client a report on the balance and newly incurred costs incurred by using the card, which includes all transactions, payments, associated interest and fees incurred by using the primary and/or additional card in the country and abroad, for the previous period, as well as the amount and date of maturity of the minimum monthly payment, which is determined only for credit cards.

The Client chooses whether the monthly statements are to be delivered to them personally at the Bank's counter, by mail to the specified address or by e-mail.

**30.8. Payment of Client's liabilities:**

- The Client authorizes the Bank to debit its RSD or foreign currency account for all debits arising from the use of a debit card in the country and abroad;
- If the Client does not have sufficient funds in RSD for VISA debit card transactions in the country, the Bank will debit the Client's accounts in the following order: in EUR, RUB, CHF and USD, by converting the said currencies into RSD at the Bank's foreign exchange purchase rate on the date of debiting the account;
- If the Client does not have sufficient funds in the foreign currency account in EUR for transactions with VISA debit cards abroad, the Bank will debit the Client's accounts in the following order: in RSD in the currency of RUB, CHF, USD, by converting the said currencies into EUR at the Bank's selling rate for foreign currency on the day of debiting the account;
- The Client authorizes the Bank to debit the credit card account in RSD for all transactions arising from the use of the credit card in the country and abroad;
- At the time of signing the Request, the Client is informed and acquainted with the types and amount of fees, which are charged by direct debit of the Client's account;
- If the Client fails to settle its card business obligations, the Bank shall, in accordance with the agreement concluded with the Client, block or cancel the card and terminate the payment card issuance agreement.

Debits incurred using a VISA card in a foreign currency (except EUR) are converted into settlement currency (EUR) at the exchange rate of the card association, 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>.

**30.9. Complaints and damaged, stolen or lost card**

The Client is obliged to immediately report the loss/theft/misuse of the card directly at the business premises of the Bank or to the telephone number 011/ 395 22 55 with citing the card number and possibly other identification data at the request of the Bank, all in order for the Bank to identify the Client and prevent further use of the card. Within 2 (two) working days at the latest, the Client is obliged to confirm, in writing, the report of loss/theft of the card. In the event of unauthorized use of the card, as a result of which unauthorized payment transactions were made, the Client is obliged to immediately report to the Bank any unauthorized transaction made by unauthorized use of the card or card data.

The provisions of the General Terms governing the limitation of the use of the payment instrument and the liability of the Client and the Bank in connection with the execution of payment transactions shall apply accordingly in the case of unauthorized payment transactions arising from the use of the card or card data, as well as the deadlines for mandatory notification of the Bank by the Client.

**30.10. Cancellation of Card Use** – The Bank and the Client may unilaterally cancel the card use in accordance with the contract they have concluded. All transactions concluded until the date of return of the card, as well as all possible costs, shall be borne by the Client.

### **30.11. Notices**

Mutual communication between the Bank and the Client shall take place in accordance with the provisions of the General Terms and Conditions of API Bank a.d. Beograd – general provisions determining the methods of communication. In its request, the Client may specify the preferred method of communication with the Bank.

The Client declares and accepts that the Bank may provide it with statements, notices (except for notices that are submitted in writing under applicable regulations), necessary information and card data on any permanent carrier and that such method of delivery will be considered valid. Any notice, request or warning for the settlement of obligations issued by the Bank, even if it relates to an additional card, will be sent to the Client of the primary card.

The Client is entitled to one copy of the agreement on the issuance of a payment card in writing or on another permanent carrier, as well as the right to, for the duration of the contractual relationship, at their request, be submitted copies of the contract, i.e. the information submitted in the pre-contractual phase, which are determined as mandatory elements of the contract, and the information submitted in the pre-contractual phase, must be submitted in a way that will enable the Client to get acquainted with the conditions related to the provision of payment services, as well as to compare the offers of different payment service providers and assess whether these conditions and services meet their needs. The provisions of these General Terms shall apply accordingly to the rights and obligations of the Bank and the Client regarding the issuance and use of payment cards as payment instruments.

## **31. Electronic banking**

The Client may contract with the Bank an electronic banking service, which is a set of Bank's services that enable the Client to view the balance and transactions on the Bank's accounts and other products, exchange operations, initiation of payment transactions, as well as other types of services according to the available functionalities and the Bank's project solution.

The User Manual is available to the Client on the Bank's website as well as in printed form in the Bank's branches.

By contracting this service, the Client accepts the offered scope and content of the service, accepts the user manual and undertakes to act in accordance with the provisions of the user manual.

The Bank may, in accordance with technical capabilities and development, change the existing and introduce new functionalities within the electronic banking services, as well as improve them, informing the Client about these changes and newspapers through distribution channels, publishing on the Bank's website or in another appropriate manner.

The Bank shall not be liable in the event that the Client cannot use the services within the e-banking services due to interference in telecommunication channels or other circumstances beyond the control of the Bank.

### **31.a Authentication**

Trusted user authentication is applied in cases where the payer:

- 1) Accesses the payment account via the Internet;
- 2) initiates an electronic payment transaction;
- 3) through a means of distance communication, performs any activity that may have an impact on the manifestation of the risk of fraud or abuse in connection with the execution of a payment transaction;

with appropriate security measures to protect the confidentiality and integrity of the payment service user's personalized security elements.

In the event that the payer initiates an electronic remote payment transaction, reliable user authentication is applied, which includes elements for dynamically linking that transaction with a certain amount and the payee.

The provisions of this item shall also apply to payment transactions initiated through the payment initiation service provider and to the payment account information service provider.

The payment initiation service provider and the payment account information service provider will be enabled to comply with the Client's authentication procedure provided by the Bank to the Client.

### **32. One-off payment transactions**

**32.1.** One-off payment transactions are performed by the Client as a payment service user who does not have a payment account open with the Bank or does not use it to perform a one-off payment service.

The Bank executes a one-off payment transaction if the Client has given consent to its execution, as follows :

- By submitting to the Bank a correctly completed payment order;
- By payment to the Bank of the amount of cash required to execute the payment order.

The Bank shall execute a payment order requesting the execution of a money transfer payment transaction:

- 1) if it is correctly filled in – which implies a legible and complete entry of data on the prescribed form;
- 2) if the Client has provided sufficient funds for the execution of the order, which includes the amounts of fees and commissions calculated and charged in accordance with the Tariff of fees for the Bank's services;
- 3) if there are no obstacles to enforcement in accordance with the applicable regulations.

**32.2.** When, according to special regulations, certain documents or special data are required for the execution of a payment order, the Bank will execute a payment order if these documents are delivered or presented in the prescribed form.

**32.3.** The Bank shall make the following information easily available to the Client before performing a one-off payment transaction:

- 1) unique identifier data or other data that the Client is obliged to provide for the proper execution of the payment order;
- 2) the deadline for the execution of the payment transaction;
- 3) the type and amount of all fees charged by the Bank to the Client;
- 4) if a currency exchange is performed - the currency exchange rate, i.e. the reference rate used by the payment service provider for the payment transaction.

### **33. Specific rules related to instant payments**

**33.1. 33.1.** Instant payments (IPS) are payments made through the exchange of electronic messages based on the adapted SEPA ISO 20022 XML standard in the IPS NBS system, i.e. instant credit transfer or domestic payment transaction in RSD made by credit transfer, which the payer can initiate at any time of the day during each day of the year.

**33.2.** The Bank enables its Clients to execute this type of payment order (IPS orders) at the Bank's counter, through the eBanking or mBanking application or at a point of sale that is technically equipped for this type of order under the following conditions:

- that the Clients meet the technical prerequisites for using mBanking and eBanking applications;
- that these are payment orders in RSD;

– that the payment orders are less than RSD 300,000 and are marked as URGENT;  
The Bank also allows its Clients to receive funds in their payment accounts with the Bank on the basis of payment transactions initiated by the payer through another bank.

**33.3.** Payment orders that are less than RSD 300,000 and marked as URGENT are automatically executed as instant payments in the IPS NBS system.

**33.4.** All orders for payment or approval of accounts of the Bank's clients based on IPS transactions are available to clients on a 24/7/365 basis and are executed within a time limited to 10 (ten) or about 10 (ten) seconds counting from the moment of issuing the IPS payment order.

### **34. Time schedule for receipt and execution of payment orders**

**34.1.** The time schedule for the receipt and execution of payment orders for transactions in domestic currency (RSD) and for international payment transactions shall be determined by the Executive Board of the Bank.

**34.2.** The time schedule referred to in item 34.1. is published in a visible place at the Bank's business premises where it offers payment services, as well as on the Bank's website: [www.apibank.rs](http://www.apibank.rs).

**34.3.** The time schedule is an integral part of the Framework contract, and in the event of an amendment to the Schedule, the provisions of these General Terms governing the amendment to the Framework contract shall be complied with.

### **35. Confidentiality of payment service data**

**35.1.** Data obtained by the Bank in the provision of payment services, which relate to the Client, including personal data, as well as data on the payment transaction and the balance and changes in the Client's payment account, shall be considered a business secret.

**35.2.** The Bank, members of its bodies and persons employed or engaged by the Bank, as well as other persons who, due to the nature of their work, have access to the data referred to in the previous paragraph (hereinafter: obliged entity for keeping business secrets) - cannot disclose or provide these data to third parties, nor can they provide them with access to these data.

**35.3.** The obligation of professional confidentiality for obliged entities to keep this secret shall not cease even after the termination of the status on the basis of which they gained access to the data that are the subject of this confidentiality.

**35.4.** Exceptionally, the obliged entity may disclose or submit to third parties information that is considered a business secret, i.e. provide access to such information:

- 1) if the data subject has previously given their written consent;
- 2) if, for the purpose of supervision, this is required by the authority supervising the Bank;
- 3) based on a decision or request of the competent court;
- 4) for the needs of the ministry responsible for internal affairs, the body responsible for combating organized crime, the body responsible for preventing corruption and the body responsible for preventing money laundering, in accordance with regulations;
- 5) for the needs of the tax administration or the authority responsible for the control of foreign exchange operations, in accordance with the regulations governing the activities within their competence;
- 6) in connection with property proceedings, on the basis of a request by the custodian of the property or consular representations of foreign states, after the submission of written documents proving the justified interest of those persons;

- 7) in connection with the enforcement or security procedure on the Client's property, at the request of a court, bailiff or other competent authority in that procedure;
- 8) in other cases prescribed by law.

The Bank has the right to communicate or submit the data obtained during the performance of payment services to the public prosecutor and courts, or other bodies exercising public law powers - solely for the protection of its rights, in accordance with the law.

**35.5.** Persons to whom the data in question have been made available in accordance with the law may use such data solely for the purpose for which they were obtained and may not further communicate or provide them to third parties or provide such persons with access to such data, except in cases determined by law. The same rule applies to persons who are employed or engaged, or who have been employed or engaged with persons to whom the data have been made available, as well as to other persons to whom, due to the nature of their work, these data have been made available.

### **36. Publishing, amending and entering into force of the General Terms and Conditions for the provision of payment services**

**36.1.** The Bank is obliged to publish the General Terms and Conditions, as well as their amendments, in a visible place at its business premises where it offers payment services and on the website [www.apibank.rs](http://www.apibank.rs) no later than 2 (two) months before the start of their application, or 30 (thirty) days before the start of their application if the amendments to the General Terms and Conditions apply to Client who are Legal Entities, to ensure that the Client is acquainted with the General Terms and Conditions in the Serbian language, to provide them with appropriate explanations and instructions related to their application in relation to a particular service, and to submit the General Terms and Conditions to them without delay, at their request, in writing or on another permanent carrier.

**36.2.** In the event that the Client does not raise an objection to the amendments to the General Terms and Conditions in a timely manner, it will be considered that they have agreed to them.

**36.3.** The provisions of item 8 of the General Terms and Conditions that regulates amendments of framework contract shall be applied on the process of amending these General terms and Conditions

**36.4.** If any term or provision hereof becomes invalid or unenforceable, this will not be relevant to the validity of other terms and provisions.

### **37. Application of the General Terms and Conditions for the Provision of Payment Services**

**37.1.** The General Terms and Conditions are an integral part of the Framework contracts concluded by the Clients with the Bank, and by signing an individual agreement or in another appropriate manner if a specific form of business cooperation does not provide for the conclusion of an individual agreement, the Clients confirm that they are familiar with their content and that they accept their application to their business relationship with the Bank.

### **38. Deviation from the established General Terms and Conditions for the Provision of Payment Services**

**38.1.** The Bank excludes or limits the application of the provisions of the Law on Payment Services, which prescribe the possibility of exclusion or limitation of application for this category of Clients.

**38.2.** The Bank may, via contract **with Customers who are not consumers by means** agree on payment service contract to charge fees for the provision of information that it is obliged to provide, i.e. for the fulfillment of its obligations to Customers set out in these General Terms and Conditions.



### **39. Dispute resolution, applicable law and the authority in charge of controlling the Bank**

**39.1.** All disputes that may arise from the business relationship between the Bank and the Client shall be resolved amicably, and if this is not possible, the dispute shall be resolved before the competent court in Belgrade and with the application of the law of the Republic of Serbia, unless otherwise agreed or prescribed by law.

**39.2.** Control and supervision of the Bank's operations is performed by the National Bank of Serbia, Kralja Petra 12, 11000 Belgrade.

**39.3.** In case of disagreement between the text of these General Terms and Conditions in Serbian and English, the text in Serbian shall prevail.

### **40. Final provisions**

**40.1.** Upon entry into force of these General Terms and Conditions for Providing Payment Services of API Bank a.d. Beograd, the General Terms and Conditions for the Provision of Payment Services of API Bank a.d. Beograd (No. UO-34/2025 of 4 February 2025) cease to apply.