

GENERAL CONDITIONS FOR THE ISSUE AND USE OF CREDIT CARDS

I GENERAL PROVISIONS

Article 1

The General Conditions for the Issue and Use of Credit Cards (hereinafter: General Conditions) prescribe the rights and obligations of Komerčijalna banka AD Beograd (hereinafter: Bank) and the consumer (hereinafter: User) on the basis of issuing, receiving and using a credit card (hereinafter: Card) which the User uses for the execution of payment transactions, as well as the conditions and manner of use of the Card, the manner of the execution of payment transactions, the responsibility, protective and other measures relating to the execution of payment transactions by the Card, the manner of exercising the protection of the rights and interests of the User, the method and means of communication, as well as the conditions for amendments or the termination of the contractual relationship.

The provisions of these General Conditions refer to the execution of payment transactions through the use of the Card, with regard to domestic transactions executed in dinars and international transactions regardless of the payment currency.

II TERMS

Article 2

Certain terms with regard to these General Conditions have the following meanings:

The Bank

Komerčijalna Banka AD Beograd
11000 Belgrade, Sv. Save street no. 14
TIN: SR 100001931
Registration number: 07737068
Activity Code: 6419
Account number: 908-20501-70

BIC (SWIFT): KOBBSRBG
REUTERS dealing code KOMB
The Bank's website: www.kombank.com
Contact e-mail address: posta@kombank.com
Phone: +381 11/30 80 100
Fax: +381 11/344 13 35 and 344 23 72

The list of branch offices and outlets with contact addresses is available on the Bank's website.

The Bank is a payment service provider and operates on the basis of the authorisation issued by the National Bank of Serbia in accordance with the Decision of the NBS no. 206 dated 3 July 1991. The supervision over the operations of the Bank as a payment service provider is performed by the National Bank of Serbia, Belgrade, Kralja Petra street no. 12.

The Bank is registered with the Business Registers Agency under the number 10156/2005.

The User is a consumer (natural person or farmer) who uses or has used the Bank's Card or has approached the Bank with a view to using the services of the issue of the Card, and who uses payment services for purposes not relating to their business or commercial activity; the user may have resident or non-resident status;

Payment service represents the services of issuing and receiving the Card and executing the transactions that have been initiated through the use of the Card;

The Card is a personalised payment instrument of non-cash payment issued by the Bank, allowing the User to issue payment orders with a view to executing payment transactions with funds secured by the credit limit granted to the User;



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Payment order is an instruction by the payer requesting the execution of the payment transactions initiated by using the Card;

Payment transaction is a transaction initiated by using the Card at a point of sale/receipt for the purpose of paying for goods and services or for cash withdrawals;

Credit Limit is the maximum amount of funds granted to the User for use in accordance with the credit worthiness and other relevant approval criteria for the Sub-account of the Card;

Personalized security elements of the Card are the name of the User, the number of the Card, the validity period of the Card, the CVV2 number (three-digit number on the back of the Card next to the User signature panel), PIN;

PIN (Personal Identification Number) is the personal identification number assigned to every User together with the Card, which is used to identify the User on the occasion of cash withdrawals from ATM machines or purchase at POS terminals;

Unique identifier is the number of the Card/Sub-account which is established in the contract for the issue and use of the Card;

ATM machine is an electronic device which allows the User of the Card to withdraw cash 24 hours a day, as well as to check the balance of the account and other services depending on the type of ATM machine;

POS terminal (Point of Sale Terminal) is an electronic device which is installed at a point of sale/receipt and used for concluding and processing transactions by Cards;

User Receipt/Slip (Transaction receipt) is a receipt from the POS terminal which contains all data from the Card, as well as the signature of the User (unless the transaction is verified with the PIN), which is used as the proof that the transaction has been concluded;

CNP transaction is a transaction for whose conclusion data about the Card are submitted at the point of sale/receipt, while its physical presence is not required at the point of sale/receipt (MO/TO-Mail Order/Telephone Order transactions, i.e. online payments on national and foreign websites, telephone sale, catalogue sale, SMS transactions etc.);

Point of sale/receipt is a recipient of monetary funds which are the subject of the transaction;

Sub-account is the account of the basic Card and all additional Cards which have been issued on the basis of the Card at the request of the User of the basic Card, as well as changes that result from the use of the Card;

Current account is the payment account which is kept at the Bank and used to execute payment transactions in the domestic and foreign currencies, as well as for other purposes relating to services provided to the User by the Bank in accordance with special contracts;

Permanent transfer order is a service which allows the Holder to authorise the Bank to transfer, on their behalf, funds from their dinar account or foreign currency account for the purpose of settling the liabilities arising from the use of the Card, until the final repayment of the Credit Limit and all costs;

Domestic transaction is a transaction concluded within the territory of the Republic of Serbia in RSD, and which is received by the Bank for financial processing in the same currency;

International transaction is a transaction concluded outside the territory of the Republic of Serbia in a foreign currency, and which is received by the Bank for financial processing in a foreign currency;

Transaction date is the date when the User gave permission for reading the data from the Card with a view to concluding the transaction and when the Bank authorised that transaction;

Authorisation is the process by which the Bank approves the transaction by the User of the Card and authenticates them;

Permanent data carrier is every instrument that allows the User to keep the data intended for them, to access the data and reproduce them in an unchanged form during the period appropriate to the purpose of keeping the data (CD, USB disc, computer hard disc where e-mails can be kept, mobile phone and card where an SMS message can be kept, etc.);

SMS notification/service is a service of informing the User on the requested authorisation of the Card, i.e. of all changes relating to the use of the Card;

Activation code is a specific code that the User receives from the Bank and which is used exclusively to create the password (Secure Code) for online payments;



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Daily limit of cash withdrawals is the limit establishing the maximum amount of funds that the User may withdraw from an ATM machine or bank counter by using the Card during one day;

Date of financial charging (posting) is the date of receipt of the transaction data by the Bank for processing;

Due date for the payment of liabilities is the date when the accounts of the User were financially charged on the basis of transactions concluded by using the Card;

Revolving model of repayment means that a once approved Credit Limit for the Card in the contract period may be used multiple times under the same conditions; this model allows the prescribed monthly minimum amount determined by the chosen repayment model and the amount paid over that prescribed minimum amount (not counting the paid interest and compensations) to be again available to the User on the following day (from the repayment day);

Installment model of repayment means that every transaction concluded by using the Card is repaid in equal monthly amounts of annuity (proportional parts of the transaction, interest and compensation) in accordance with the number of installments which the User chooses when submitting the Request;

Statement is the report on the changes in the Sub-account due to the use of the Card, due liabilities and due dates;

Card associations are associations defining the rules/standards/procedures of operations with Cards (Visa Inc., MasterCard WorldWide and NCPK/NBS).

III FRAMEWORK CONTRACT ON THE ISSUE AND USE OF THE CREDIT CARD

Pre-contractual Phase

Article 3

With a view to informing and allowing the knowledge of the conditions of issue and use of the Card, the Bank submits to the potential User, prior to the conclusion of the Framework Contract, the information prescribed as mandatory elements of the Framework Contract on the Issue and Use of the Credit Card (hereinafter: Framework Contract). The above mentioned information is submitted by the Bank to the User by submitting these General Conditions and other documents that constitute an integral part of the Framework Contract.

The submitted documents are considered to be the proposal for the conclusion of the Framework Contract, which shall be accepted by the potential User immediately or within 1 (one) day.

The documents are submitted to the potential User by e-mail or in person in the business premises of the Bank.

Conclusion of the Framework Contract

Article 4

The potential User who accepts the offered conditions shall submit a request for the approval and issue of the Card (hereinafter: Request). The Framework Contract is considered to have been concluded when the Bank and the User have signed a contract on the issue and use of the chosen Card (hereinafter: Contract).

The Framework Contract consists of the General Conditions, the Decision on the Compensation Tariffs of the Bank which are applied in the business operations with payment cards (hereinafter: Compensation Tariff), the Forward Plan of Komercijalna banka AD Beograd for the receipt and execution of payment transactions (hereinafter: Forward Plan) and the Contract.

The Contract includes all mandatory elements prescribed by the Law on Protection of Financial Services Consumers.

Article 5

The Framework Contract regulates the execution of future individual payment transactions by the use of the Card.

The Framework Contract shall be concluded for the period corresponding to the contract validity period of the Card, which shall be specified by the Contract.

The Framework Contract between the Bank and a resident User shall be concluded in Serbian, while the Framework Contract between the Bank and a non-resident User shall be concluded in Serbian and English, where the valid text in



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case of a discrepancy is the text in Serbian. By signing the Contract, the User confirms that they have received a copy of the Framework Contract.

The User has the right to request, during the duration of the contractual relationship, to receive a copy of the Framework Contract, or information that has been submitted during the pre-contractual phase, in paper form or on another permanent data carrier.

IV ISSUING THE CARD

Types of Cards

Article 6

Cards are internationally valid payment instruments allowing the User to execute payment transactions where funds are secured by the Credit Limit granted to the User.

The Bank issues the following types of cards:

- Visa Revolving
- MasterCard Installment
- DinaCard credit card

Liabilities arising from the use of the Card shall be settled in multiple monthly installments/amounts of annuity in accordance with the chosen and contractual model of repayment.

The Card is owned by the Bank, it is in the name of the User and it is non-transferable.

Issuing the Card

Article 7

The Card is issued on the basis of the signed Request and concluded Contract.

The User is obliged to enter correct and authentic data into the Request, to timely notify the Bank of every change of the data stated in that Request, and to provide the Bank, at its request, with additional information or documentation relevant for making the decision on the issue of the Card.

The User shall choose one of the offered Cards, and enter the appropriate personal data, including the data for communication and notification (e-mail address, resident address, landline and mobile phone number, etc.), in the Request.

The Bank cannot issue a Card to the User unless the User has requested it, unless it is necessary to replace an already issued Card.

The Card is issued on the basis of the estimated credit worthiness or on the basis of a placed deposit.

If the User meets the necessary requirements, a number of Cards of different brands (Visa, MasterCard, DinaCard) may be issued to them.

In addition to the basic one, the User may request the issue of up to two additional Cards to natural persons that the User has issued a written approval for.

Article 8



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The necessary requirement for the issue of the Card is a current account in dinars at the Bank that provides the User with a monthly inflow on the basis of a salary/pension.

If the User is realizing a regular monthly inflow on the basis of a salary/pension from a foreign currency current account, opening a current account in dinars is mandatory.

The User may choose the issue of the Card on the basis of placing the deposit, whereas, in addition to the specific-purpose time deposit, it is also necessary to open a current account in dinars.

Article 9

If the credit worthiness of the User is being assessed, the Request must be verified by the employer for employed persons, or by the Pension Fund of the Republic of Serbia for pensioners. Instead of the verification by the Pension Fund of the Republic of Serbia, pensioners may submit their latest pension receipt with their Request as the proof of their right to exercise the right to the pension.

By signing the Request, the User is giving consent for the Bank to, with a view to assessing the credit worthiness, withdraw the report of the Credit Office and, on that basis, charge the current account of the User for the purpose of collecting the compensation.

Article 10

If the User has chosen the issue of the Card on the basis of placing the deposit, the deposit must be placed before or, at the latest, on the occasion of submitting the Request. The deposit may be in dinars or foreign currency, and it is time deposited for a period of up to 36 months. The time deposit period and the interest that the Bank pays for the time deposited funds are regulated by the contract on the specific-purpose time deposit/foreign currency deposit.

Article 11

The decision to issue the Card and the amount of the Credit Limit is made by the competent authority of the Bank.

The Bank will notify the User of the issue of the Card, or the rejection of the Request, in writing, by post or e-mail.

If the decision to issue the Card has been made, the Bank will ask the User to sign the Contract, collect the finished Card within 3 (three) months and sign the Receipt confirming the reception of the Card.

When receiving the Card, the User is obliged to check the validity of the Card and the data on the Card and to sign the Card.

On the basis of the signed Contract, the Bank opens a Sub-account of the Card in dinars (RSD), which includes the approved Credit Limit, and where all financial changes arising from the use of the Card will be recorded.

If the User has requested the issue of additional Card(s), all provisions of the Contract also apply to the Users of additional Cards. The User of the Card bears the responsibility for using additional Cards, and is obliged to reveal the content of the Framework Contract to the User(s) of additional Card(s) so that they could be used in accordance with the provisions of the Framework Contract.

The User is obliged to regularly settle the liabilities arising from the use of the Card within the deadlines and in the manner prescribed by the Framework Contract.

Credit Limit

Article 12



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The Card belongs to the category of credit cards and allows the opportunity of being used up to the amount of the approved Credit Limit.

The basic Card and all additional Cards use the same Credit Limit.

The approved Credit Limit may be used, during the contractual period, multiple times under the same conditions, and allows the User the possibility to have at their disposal and use the amounts of paid monthly amounts of annuity and the amounts of additional cash payments (not counting the paid interest and compensations).

The amount of the credit limit depends on the solvency, credit worthiness of the User and the assessment of the history of business relations with the Bank, i.e. the amount of the placed deposit, if the User has chosen the issue of the Card on the basis of a placed deposit.

The Bank is obliged to ensure the availability of funds to the User up to the amount of the contractual Credit Limit for the Card.

Article 13

The User for whom the Card is issued on the basis of the estimated credit worthiness submits to the Bank a properly signed own promissory note and the appropriate draft authorisation or some other collateral acceptable to the Bank.

The User for whom the Card is issued on the basis of the specific-purpose time deposit places funds in the amount of:

- minimum 101% of the amount of the Credit Limit - when the deposit is in the same currency as the Credit Limit,
- minimum 120% of the amount of the Credit Limit - when the deposit is in a different currency than the Credit Limit, in which case the Credit Limit is calculated by using the middle exchange rate at the date of the submittal of the Request or placing of the deposit.

Article 14

The amount of the approved Credit Limit may be changed if, during the validity period of the Card, there are significant changes affecting the increase or decrease of the credit worthiness of the User.

In the case of an increase of credit worthiness, the User may submit a written request for the increase of the Credit Limit, which is decided by the competent authority of the Bank.

In the case of a significant decrease of the credit worthiness, the Bank may deny the User the right to withdraw the approved amount of funds. The Bank is obliged to notify the User of the reasons for the denial in writing or on another permanent data carrier, if possible immediately or within the following 3 (three) days.

The User for whom the Card is issued on the basis of the placed deposit may request, during the validity period of the Card, an increase/decrease of the Credit Limit, if the User increases/decreases the amount of placed funds on the deposit account.

Article 15

The Credit Limit is approved and denominated in dinars, regardless of whether the Card has been issued on the basis of the estimated credit worthiness or on the basis of a placed deposit, without indexation (it is not harmonised with the inflation rate and price increases, and is not adjusted in relation to them).

The amount of Credit Limit is established by the Contract. In the case of a change of the Credit Limit in accordance with Article 14 of these General Conditions, the request for the change of the limit will include a written consent of the User together with the amount of the changed limit, if it has been approved.



Validity period of the Card and renewal of the validity period of the Card

Article 16

The Card is issued with the validity period up to 3 (three) years and is valid until the last day of the month of the year which is stated on the Card.

If the User does not want the validity period of the Card to be renewed, the User is obliged to notify the Bank in writing no later than 30 days before the expiry of the validity period of the Card.

If the User does not act in the manner prescribed in the previous paragraph, the User will be considered to have given consent for the Bank to reissue them a new Card with a new validity period after the expiry of the validity period of the Card.

By signing the new Contract, the User accepts all the obligations that have arisen during the validity period of the previous Contract.

Article 17

On the occasion of the reissue of the Card, the Bank will reassess the credit worthiness and solvency of the User. The assessment of the credit worthiness on the occasion of the reissue of the Card is subsequently subject to the provisions of paragraph 2, Article 9 of these General Conditions.

If the User is credit worthy and if the total solvency amount has been assessed as positive, the Contract is extended and the User is given the reissued Card. Otherwise, the Card will not be reissued, and the User will be informed about it in writing.

If the Card has been issued on the basis of a deposit, relevant checks relating to the amount of the funds in the specific-purpose deposit account will be performed on the occasion of the reissue.

Replacement of a damaged Card

Article 18

If the Card is damaged, the User is obliged to contact the Bank for the purpose of replacing it. The service of replacing the Card in case it is damaged is charged at the expense of the User in accordance with the Compensation Tariff.

When contacting the Bank for the purpose of replacing a damaged Card, the User signs the Request for the replacement of the Card and is obliged to submit the damaged Card with it.

V USE OF THE CARD

Article 19

Visa Revolving and MasterCard Installment cards may be used in the country and abroad in places with the displayed sign of Visa/MasterCard for:

- non-cash payments for goods and services at points of sale,
- non-cash payments for goods and services through CNP (Card Not Present) transactions,
- cash withdrawals from the network of ATM machines,
- cash withdrawals and payments for the benefit of third parties on bank and post office counters.

DinaCard credit card may be used in the country in places with the displayed sign of "DinaCard" for:

- non-cash payments of goods and services at points of sale;
- non-cash payments for goods and services through CNP (Card Not Present) transactions,
- cash withdrawals from the network of ATM machines;



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- cash withdrawals and payments for the benefit of third parties at bank and post office counters,

as well as abroad in places with the displayed sign "Diners Club International" or "Discover Network" or "Pulse" for:

- purchase of goods and services at points of sale marked with a Discover Network or Diners Club International logo;
- cash withdrawal from ATM machines and payment at self-service terminals marked by a Discover Network, Diners Club International or Pulse logo.

At the moment of initiating a payment transaction by the use of the Card, the User must have an available amount of Credit Limit on the Card for the requested transaction.

Article 20

The Card must not be used in a manner and for purposes which are not in accordance with the laws and other regulations, or for the purchase of goods or payment of services which are prohibited by law. The Card must not be left as a pledge or collateral or ceded to a third party.

An unsigned Card and a Card whose validity period has expired must not and cannot be used.

Using the Card for payments at POS terminals

Article 21

The Card may be used at POS terminals of points of sale for the purpose of payment for goods/services. The User is obliged to show an identification document at the request of the point of sale.

The point of sale is obliged to issue a copy of the User Receipt/Slip, which the User is obliged to keep for their records and the purposes of a possible complaint.

Liabilities arising from the use of the Card at POS terminals are settled in accordance with the contractual model of repayment in installments with the payment of the contractual interest.

The User of the Card has the opportunity to pay in installments and without interest at POS terminals of those points of sale with which the Bank has concluded contracts on payment in installments without interest.

Payment in installments without interest represents an additional service, which the User may or may not use, which they choose on the occasion of paying for goods and services in a specific point of sale.

The conditions, minimum amounts calculated in installments without interest and the number of installments are determined by the point of sale, and the User is obliged to get informed about them in detail before paying at a specific point of sale. In this manner, the concluded transactions are processed in accordance with the conditions that the User had chosen on the occasion of payment, and no interest is calculated.

Using the Card for CNP transactions

Article 22

The Card may be used for CNP (Card Not Present) transactions, for whose conclusion the data about the Card are submitted at the point of sale/receipt, while its physical presence is not required at the point of sale/receipt (MO/TO-Mail Order/Telephone Order transactions, online payments on national and foreign websites, telephone sale, catalogue sale, SMS transactions etc.);



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The User must consider the fact that the use of the Card for paying for CNP transactions carries the risk from misuse that exists when transmitting the data about the Card and personal data through the public network. The User is recommended to obtain, prior to using the Card for this type of payment if they intend to do so, additional information from the Bank on the possible protection measures.

The Bank, in accordance with the recommendations of card associations, may prevent the use of the Card for paying for goods and services at points of receipt online, with a view to protecting the User of the Card from misuse.

Using the Card for cash withdrawals

Article 23

The User may use the Card for:

- cash withdrawals from ATM machines and
- cash withdrawals and payments for the benefit of third parties at bank and post office counters.

Cash withdrawals with the Card are possible up to the available amount in accordance with the Credit Limit, within the prescribed daily limits of cash withdrawals as defined by the Contract.

For cash withdrawals, the User pays a compensation in accordance with the Compensation Tariff.

VI EXECUTION OF PAYMENT TRANSACTIONS

Consent to execute a payment transaction

Article 24

The basic condition for the execution of the payment transaction is the consent of the User.

The Bank will execute the payment transaction initiated by the use of the Card only if the User has given consent prior to its execution. In the case of the lack of consent for the execution of the payment transaction, it will be considered that the transaction has never been approved, and it will not be executed.

A payment transaction is considered approved i.e. authorised if the use of the Card has been checked and confirmed through the application of appropriate procedures, including personalized security elements.

Depending on the manner/place in which the Card was used (POS, ATM machine, counter, Internet etc.), the consent is given by the User by entering personalized security elements of the Card, which are prescribed for the specific type of transaction.

Article 25

The User is considered to have given the consent for the execution of the transaction by:

- putting the Card at the disposal of the point of sale/receipt for the purpose of reading the relevant data with a view to ensuring the conditions for the authorisation,
- entering the PIN at a POS terminal/ATM machine,
- making available/entering the minimum of relevant personalised security elements of the Card at the point of sale/receipt (for CNP transactions/Manual Key Entry transactions, the User enters the data from the Card and identifies themselves with the CVV2 number printed at the back of the Card, and also enters the Secure Code if the included point of receipt is certified for this type of transactions);



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- the very act of using the Card, i.e. making the Card available for reading at certain points of sale/receipt where, due to the speed of executing transactions or the technological preconditions, transactions are executed without a signature on the User Receipt/Slip and/or entering the PIN (e.g. non-contact payments, toll payments etc.), up to the amount of transactions prescribed by card associations (Visa Inc./MasterCard WorldWide).

Transactions for whose execution consent has been given in one of the above mentioned manners are considered to have been approved by the User.

A signed User Receipt/Slip, or electronic data on the transactions confirmed by the entry of one of the security elements of the Card (PIN, CVV2, Secure Code etc.), represent a confirmation of the consent given by the User.

Receipt and deadline for the execution of the payment order

Article 26

The time when the Bank receives the payment order issued by using the Card, is the moment of receipt of the payment order by the payment service provider, i.e. the moment of receipt of data on the payment transaction for processing, data which have been submitted to the Bank by the payment service provider of the payment recipient (Card recipient).

The use of the Card at a POS terminal/ATM machine/online point of sale and the authorisation of the transaction are not considered to be the time of receipt of the payment order in the Bank.

The process of non-cash payment through the use of the Card works the following way: at the moment when the transaction is initiated, the Bank just issues the confirmation/authorisation that the Card is valid and that the User has the available amount of the Credit Limit on the Sub-account for the specific transaction. If all conditions are met and the confirmation/authorisation issued, the Bank makes a reservation of funds from the available amount of the Credit Limit for the amount of the initiated transaction.

Article 27

After the data on the payment transaction have been received for processing, the Bank makes the records of the transactions on the Sub-account of the Card. Payment transactions initiated by using the Card are recorded as non-due liabilities of the User, which will be collected by charging the current account in dinars or a foreign currency account in accordance with the due date stated in the Statement.

The period for the execution of the payment order starts when the Bank receives the payment order issued by using the Card by the payment service provider of the payment recipient (Card recipient).

A payment order received during a business day is, in accordance with the Forward Plan, executed on the same business day. If a payment order is received at the end of the business day, it is considered to have been received on the following business day, when it will be executed.

A payment order has been executed when the amount of the payment transaction has been approved on the account of the payment service provider of the payment recipient.

Refusal to execute the payment order

Article 28

The Bank cannot refuse to execute transactions according to a payment order issued by using the Card if all the conditions established by these General Conditions are met, unless it has been otherwise prescribed by regulations.

The Bank will refuse to execute a payment transaction on the basis of the issued payment order in the following cases:



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- if the User does not have an available amount of the Credit Limit on the Card for the requested amount of authorisation,
- if one of the relevant personalized security elements of the Card has been incorrectly entered by the User,
- when there are legal impediments for the execution of the payment transaction ,
- in case that the Card has been, for any reason, permanently or temporarily blocked,
- in case that the validity period of the Card has expired.

In the case of a refusal to authorise a transaction according to an issued order by using the Card for one of the stated reasons, the order will be considered not to have been issued, and the transaction will not be financially processed, i.e. the Sub-account will not be charged.

At the request of the User, the Bank will also submit a notification of the reasons for the refusal in writing.

Cancellation of the payment order

Article 29

The User cannot cancel a transaction that has been initiated by using the Card after having given consent for the execution of the transaction to the payment recipient, except in special cases, in case of an agreement with the Bank and with a mandatory consent of the payment recipient, i.e. point of sale/receipt.

The User cannot cancel their consent and the financial charge in accordance with the consent and the realized transaction after the transaction has been received and processed by the Bank, except in special cases when the charge is unjustified.

VII SETTLING THE LIABILITIES

Article 30

The manner of settling the liabilities arising from the use of the Card depends on the type of Card.

By signing the Contract, the User undertakes the obligation to sign the Permanent Order, thereby authorising the Bank to execute the transfer of funds from the current account in dinars or foreign currency on the User's behalf on the basis of liabilities arising from the use of the Card, as well as all due liabilities arising from the Framework Contract, until the final repayment of the liabilities.

The realization of the Permanent Order by charging the current account of the User is executed automatically, regardless of the balance of the Sub-account of the current account in dinars on the due date of payables, and will be realized in the case that the User does not ensure a cover for the payment of the due amount per Statement, and for an unauthorised overdraft amount, interest rate for unauthorised overdraft from the current account in dinars is calculated in accordance with the Framework Contract on the Provision of Payment Services to Consumers.

If the liabilities are settled by the initiation of the Permanent Order at the charge of the current account in foreign currency, while the current account does not contain a sufficient amount of funds to settle due liabilities, the discrepancy between the available amount on the foreign currency account and due liabilities will be collected by the Bank by charging the current account in dinars.

Article 30a

The User of the Visa Revolving credit card shall settle their due liabilities through the Permanent Order by charging the current account in dinars or foreign currency.

The User undertakes the obligation to settle their due liabilities on every 15th day of the month by providing a cover on the appropriate account for a minimum amount of payment according to the Statement, in accordance with the chosen model of repayment: 5% or 10% or 20% per month.



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The minimum amount of payment from the Statement includes: the absolute amount of the applied percentage of the chosen model of repayment on the principal amount and the calculated interest and compensation for the liabilities from the previous month.

Article 30b

The User of the MasterCard Installment credit card may choose to settle their due liabilities through the Permanent Order by charging the current account, for the amount of liabilities according to the Statement, namely: without a grace period or with a grace period of 30 days.

The User undertakes the obligation to settle their due liabilities in 6, 9 or 12 monthly amounts of annuity, whereas the due date of the first amount of annuity is:

- without a grace period: immediately after the processing of the transaction,
- with a grace period: 30 days from the date the transaction was processed,

by ensuring a cover on the current account in dinars for the amount of due liabilities according to the Statement.

The amount of liabilities according to the Statement includes all monthly amounts of annuity of concluded but unpaid transactions, as well as the proportional parts of calculated interest and compensations.

Article 30c

The User of the DinaCard credit card settles their due liabilities through the Permanent Order by charging the current account in dinars.

The User undertakes the obligation to settle their due liabilities on every 15th day of the month by providing a cover on the appropriate account for a minimum amount of payment according to the Statement, in accordance with the chosen model of repayment: 1/3 or 1/6 or 1/12 per month.

The minimum amount of payment from the Statement includes: the amount of the proportional part of the applied model of repayment on the principal amount and the calculated interest and compensation for the liabilities from the previous month.

Article 31

In the period of duration of the Framework Contract, and in the validity period of the Card, the User may, for the purpose of partial or early repayment, also execute additional cash payments to the Sub-account.

For revolving cards (DinaCard credit and Visa Revolving), all payments which are executed until the 15th day of the month (due date) over the prescribed minimum of due liabilities exclude the initiation of the Permanent Order, while payments executed after the due date (from 15th to 30th day of the month) decrease the principal amount of the debt and due liabilities for the next accounting period. In case of a partial settlement of liabilities before the due date, the payment decreases the principal amount of the debt, while the Permanent Order will be activated on the 15th day of the month in the amount of the remaining part of due liabilities.

For MasterCard Installment cards, on the basis of all early payments for the Sub-account, non-due installments of all earliest transactions are settled, and the interest for those transactions will be cancelled.

Article 32

In case there are due outstanding claims of the Bank on the basis of using the Card, including all compensations, the User shall agree that the Bank may collect their due receivables from funds in other accounts of the User which are kept by the Bank, and shall authorise it to issue orders for payment from those accounts in favour of the account/Sub-account at the Bank where the User's debt is recorded. In case that there are no sufficient funds in payment currency



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on the accounts of the User, the User agrees that the Bank may convert other currencies on the User's foreign currency account by using the sell exchange rate of the Bank on the day of the execution of the transfer. The Bank will notify the User by Statement of the executed settlement of receivables.

Article 33

The User agrees and authorises the Bank to, if needed, activate the collaterals (promissory notes, deposit etc.) for the collection of its receivables or their part.

Contractual parties are in agreement and state that, during the period of repayment of the Credit Limit, the collaterals may be changed on the basis of a written request by the User and a decision by the competent authority of the Bank on the adoption of that request, in accordance with the acts of the Bank.

If, prior to the settlement of all liabilities in accordance with the Contract, laws or regulations regulating the collaterals are changed, or if, for any reason, the submitted collaterals are rendered invalid or the Bank uses the contractual and submitted collaterals, the User is obliged to, at the request of the Bank, and within 3 (three) days from the date of receiving that request, provide the Bank with new collaterals securing the payment of its receivables.

The User, or the provider of collaterals (guarantor/endorser) has the right to, after a full settlement of liabilities towards the Bank in accordance with the Contract, collect the unused collaterals that have been supplied in accordance with the Contract, including the collaterals which have been recorded in the appropriate register.

The User is obliged to notify the User, or the provider of collaterals (guarantor/endorser), in writing, that the User has settled all their liabilities in accordance with the Contract within 30 days from the day of the settlement of these liabilities, whereas the notification includes the data about the Contract, the amount of settled liabilities, the signature of the person in charge and the seal of the Bank.

VIII PROTECTIVE MEASURES

Obligations of the User and the Bank relating to the issue and use of the Card

Article 34

The User is obliged to use the Card in accordance with the Framework Contract.

The User is obliged to undertake, immediately after having received the Card, all reasonable and appropriate measures for the protection of personalized security elements of that instrument, i.e. to keep the assigned PIN as well as the data about the Card confidential, in order to protect the Card from misuse. It is particularly important that the PIN shall not be written on the Card or in any other document which is kept with the Card.

The User is obliged to, when submitting the PIN, check the accuracy of data and immediately notify the Bank of any possible flaws.

The User bears all financial consequences in case there is a misuse of the unsigned Card, PIN is revealed to an authorised person, or the Card is ceded to third parties to use.

Article 35

With a view to preventing any misuse, the Bank allows the User to use the service of notification of the authorisation of the Card through the SMS service. The above mentioned service allows the User to receive SMS notifications of every request for authorisation for the Card, which significantly reduces the possibility of unauthorised use of the Card and possible damage. The Bank provides the service of SMS notifications without any compensation. On the occasion of receiving the Card, the User also signs the contract for using the service of SMS notifications. The Bank will not



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activate the service of SMS notification at a written request of the User of the Card, in which case the User is considered to have been aware of the risk of not using the service.

Article 36

For online payments, the Bank allows application for the Verified by VISA/ MasterCard SecureCode service. Verified by VISA/ MasterCard SecureCode service is offered only in online stores which support this programme. The purchase is conducted identically as with other online sellers where, as in this case, the identity of the User of the Card is verified by entering the Secure Code. The User may apply for the Verified by VISA/ MasterCard SecureCode service on the Bank's website or on the website where the purchase is performed. While initiating the transaction of online purchase, it is verified whether the Card has been included in the secure purchase programme, and the User is on that occasion requested to enter the Activation Code received from the Bank. After having entered the Activation Code, the User shall follow the instructions on the website and create their own password (Secure Code), continuing the purchase process with it, and using it for all future online payments. If the User has forgotten their Secure Code (or Activation Code) or if it is blocked due to three consecutive incorrect entries, the User needs to contact the Bank.

Article 37

The Bank is obliged to ensure:

- accessibility of the Card and the personalized security elements only to the User for whom the Card has been issued, by submitting them to the parent outlet of the Bank or in some other manner that has been agreed on with the User,
- opportunity for the User to duly notify the Bank of the loss, theft or misuse of the Card, and prevention of any further use of the Card after the receipt of that notification;
- re-enabling the User to use the Card which had been blocked, when the reasons why it was blocked cease to exist.

The Bank bears the responsibility for submitting the Card and personalized security elements to the User.

Loss, theft or misuse of the card

Article 38

The User is obliged to, immediately after learning about the loss, theft or misuse of the Card, notify the Bank of it, which may be done in any outlet of the Bank during the working hours or from 0 to 24 hours by calling the Bank Contact Centre or the Authorisation Centre, with a request for blocking any further use of the Card. When these events are reported to the Bank, PIN shall not be stated. In case of a notification by phone, the User or the person authorised by the User is obliged to submit to the Bank in writing, within 7 (seven) days, on a prescribed form, a confirmation of the report of the loss, theft or misuse of the Card. In case of a theft of the Card, the User is obliged to report the theft to the police as well.

After receiving a written report on the loss, theft or misuse of the Card, the Bank may issue a new Card to the User. A stolen Card, in addition to the physical theft of the Card, also implies the possibility of a theft and misuse of the data from the Card.

The Bank shall also inform the network of card recipients about the loss, theft or misuse of the Card, thereby announcing it as invalid. The costs of the blockade (reporting/announcing the Card as invalid) are borne by the User.

Article 39

In case that an unauthorised use of the Card or the data from the Card has occurred, the User is obliged to, immediately after learning about it, and not later than 13 (thirteen) months from the date that the corresponding



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account has been charged, notify the Bank of the transaction executed by an unauthorised use of the Card or the data from the Card.

The User bears all losses relating to every transaction executed by a misuse the User has committed themselves, as well as all losses incurred due to the User's failure to settle their liabilities arising from the Framework Contract, and is obliged to immediately notify the Bank of the loss, theft or misuse, and to adequately preserve the confidentiality of the PIN and the data about the Card.

The User does not bear the losses incurred from the transactions executed after the Bank has been notified of the loss, theft or unauthorised use of the Card or the data from the Card, unless the User has committed the misuse themselves or has participated in the misuse, or has acted with fraudulent intent.

Article 40

The User agrees that, in case there is suspicion of misuse of the Card, the Bank shall block the use of the Card. If the Bank suspects the Card has been misused, and the User cannot be contacted, the Bank will block the use of the Card and notify the User of it, when it is possible to do so.

The User who finds the Card after having reported its loss or theft must not use it and is obliged to return the cancelled Card (split vertically, over the magnetic stripe/chip) to the Bank. Otherwise, the User bears full legal responsibility and financial liabilities towards the Bank for unauthorised use of the Card.

After receiving a written report on the loss, theft or misuse of the Card, the Bank may issue a new Card to the User at request.

The User bears full responsibility for losses incurred due to the execution of unauthorised transactions due to the loss, theft or misuse of the Card in accordance with the provisions of Article 48 of these General Conditions.

Article 41

The Bank is obliged to, at the request of the User, submit evidence that the User has notified it of the loss, theft or misuse of the Card, in accordance with Articles 38 and 39 of these General Conditions. The deadline for submitting the above mentioned request is 18 months from the date of the notification of the Bank by the User.

Limitations of the use of the Card

Article 42

The User agrees that the Bank may disable the use of the Card (Card blocking), if the User of the Card has acted in opposition to the provisions of the Framework Contract, if there are justified reasons relating to the security of the Card, if there is suspicion of an unauthorised use of the Card or its use to commit fraud, or if there is an increased risk that the User will not be able to settle their payment liability relating to the use of the Card.

The Bank is obliged to notify the User of its intention to block the Card and the reasons for blocking. If the Bank is not able to notify the User of it before blocking the Card, the Bank will do it immediately after blocking the Card or when it becomes possible, unless such a notification is legally prohibited or if there are justified security reasons for it.

The notification of the intent to block the Card or the blocking of the Card shall be sent to the User in the manner prescribed by the Contract.

Article 43

The Card is automatically blocked on the occasion of a third consecutive entry of an incorrect PIN, regardless of whether the execution of the transaction has been attempted at a point of sale or on an ATM machine, in which case



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the User shall contact the Bank. If the third consecutive entry of an incorrect PIN has occurred on an ATM machine, the ATM machine will withhold the Card.

Domestic and international transactions in currencies other than RSD which cannot be executed on the day of the execution due to an overdraft of the Credit Limit of the Card, will not be authorised by the Bank.

Visa Revolving and MasterCard Installment cards may be used for non-cash payments for goods and services through CNP transactions, while a DinaCard credit card cannot be used to execute CNP transactions.

Article 44

If the User does not ensure a cover for the collection of two consecutive due amounts according to the Statement, and/or the current account has an overdraft permanently for over 30 (thirty) days, the Bank will block the Card. The Card may be unblocked at the request of the User, after all due outstanding liabilities have been settled.

In case of failure to settle liabilities (compensations and costs), the Bank will disable any further use of the Card. After the settlement of all liabilities, the Bank will, at the request of the User, enable the further use of the Card.

The User bears all financial consequences arising from the use of the Card in opposition to the above mentioned provisions.

IX RESPONSIBILITY OF THE BANK AND THE USER RELATING TO THE EXECUTION OF TRANSACTIONS AND RECOVERY OF THE AMOUNT OF THE TRANSACTION

Responsibility of the Bank for an unauthorised, failed or improperly executed transaction

Article 45

A transaction for which the User has not given consent in accordance with these General Conditions is considered an unauthorised transaction. A transaction which has not been executed in accordance with the payment order of the User (account/Sub-account of the User has been charged with a higher or lower amount, a payment order has by mistake been executed multiple times, funds have been transferred to some other recipient) is considered an improperly executed transaction.

Article 46

In case of the execution of an unauthorised transaction, or responsibility for a failed or incorrectly executed transaction, the Bank is obliged to, immediately after learning of it, return the account/Sub-account of the User into the state it would have been in if the unauthorised or improperly executed transaction has not been executed, or to properly execute the transaction if the User requests it, or even without a request by the User.

The return of the account/Sub-account of the User into the state it would have been in if the unauthorised or improperly executed transaction has not been executed, includes the recovery of funds of all collected compensations and interest.

Article 47

The Bank is responsible to the User who has initiated the payment for the timely and proper execution of the transaction with the payment service provider of the point of sale/receipt.

The Bank is also responsible for a failed or improperly executed transaction if the transaction was caused by an intermediary who participates in the execution of the transaction between the banks.



Responsibility of the User for an unauthorised payment transaction

Article 48

The User bears the losses incurred by the execution of unauthorised transactions in the amount up to 15,000 dinars, if these transactions have been executed due to the use of a lost or stolen Card or a Card that has been misused because the User has failed to protect its personalized security elements.

The User bears the total amount of losses if it is established that unauthorised transactions have been executed due to fraudulent actions of the User or due to the failure to undertake protective measures prescribed by these General Conditions due to the User's intent or gross negligence (such as giving the Card to another person to use, inadequately keeping the PIN, failing to notify the Bank of the loss/theft/misuse of the Card).

The User does not bear the losses for unauthorised transactions if the User has not been allowed to notify the Bank at all times of the lost, stolen or misused Card, nor the losses incurred after the lost, stolen or misused Card has been reported to the Bank, unless these losses have been incurred due to fraudulent actions by the User.

Recovery of the amount of unauthorised or improperly executed transaction

Article 49

The condition for the recovery of the amount of an unauthorised or improperly executed payment transaction or a proper execution of a transaction is a notification or request by the User (hereinafter: Complaint).

For the purposes of the Complaint, the User is obliged to keep and present copies of the User Receipt/Slip. The Complaint is submitted to the Bank in writing, to the address of the Bank or via e-mail address mentioned in these General Conditions, or in any of the Bank's outlets.

The User shall file the Complaint to the Bank immediately after learning about the failed transaction, and no later than 45 (forty-five) days after the date that the account was charged for the amount of the unauthorised or improperly executed transaction.

After the expiry of the period of 13 (thirteen) months from the day the account was charged, the User loses the right to request the recovery of the funds or a proper execution of the payment transaction, unless the Bank has provided the User with mandatory information on the payment transaction before and after its execution, in which case the above mentioned right may be also exercised after the expiry of the above mentioned deadline.

The User has the right to request a compensation for the damage incurred due to the execution of an unauthorised transaction, as well as for the damage incurred due to a failure to execute or an improper execution of a transaction for which the Bank was responsible.

The complaints relating to possible deficiencies in quality and quantity of goods and services paid for by the Card shall be submitted by the User only to the point of sale where the transaction occurred.

Recovery of the amount of authorised and properly executed transaction

Article 50

The User may request the recovery of the amount of the authorised and properly executed transaction if they provide evidence that they have given consent without the precise amount of the payment transaction having been established, or that the amount of the transaction is higher than the amount that the User could have reasonably expected taking into account the amounts of their previous transactions, conditions prescribed by the Framework Contract and the circumstances of the specific case.



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The User cannot request the recovery of the amount of transaction which is higher than the reasonably expected one in case that the exchange of currency according to the contractual exchange rate is a consequence of a significantly higher amount of transaction.

The User must file the Request for the recovery no later than 56 (fifty-six) days from the date the account was charged, in writing.

The Bank is obliged to provide the recovery of the total amount of the transaction to the User or to notify the User of the reasons for the rejection of the request within 10 (ten) working days from the day that the request was received.

If the Bank rejects the request for the recovery of funds on the basis of an authorised and properly executed transaction, it is obliged to notify the User of the reasons for the rejection and the procedure of exercising the protection of rights and interests of the User, including an extrajudicial dispute resolution, as well as the proceedings that may be initiated due to the violation of the provisions of the Law on Payment Services, and of the authority competent for presiding over these proceedings.

The User has no right to the recovery of the amount of above mentioned transactions if they have been informed by the Bank or the point of sale, at least 28 days before the due date, about the future transaction, in the contractual manner.

X EXEMPTION FROM RESPONSIBILITY

Article 51

The Bank is exempt from the responsibility for irregular executions of transactions initiated by the Card, as well as for the failure to fulfil other contractual obligations of the Bank in cases when there are obstructions to the execution of transactions. Obstructions to the execution of transactions are all the events, instances, actions or acts which complicate or preclude the execution of transactions and which have been caused by a force majeure, accident, war, rebellion, unrest, terrorist acts, natural and ecological disasters, epidemics, strikes, breakdowns of electricity supply and telecommunications breakdowns, as well as all similar causes which cannot be attributed to the Bank.

Obstructions to the execution of operations of payment service provision also include failure to function or improper functioning of payment systems.

XI NOTIFYING THE USER OF THE TRANSACTION

Article 52

The Bank shall notify the User of the executed payment transactions by submitting the Statement for the Sub-account in the contractual manner, once per month for the previous month.

The Statement includes information on due liabilities, individual payment transactions, and the reference number or other data that allow the User to identify the individual payment transaction and the recipient of the payment, on the amount of the payment transaction in the currency that the account is charged in, on types and amounts of compensations, amounts of interest, on the exchange rate of currencies and the amount of the payment transaction after the exchange of currencies and the date of the currency the account has been charged in, or the date of the receipt of the payment order.

The User is obliged to carefully inspect the Statement on the balance and changes and immediately notify the Bank if any irregularities have been detected, including failed, improperly executed and unauthorised payment transactions.

By signing the Contract, the User authorises the Bank to be able to, without the User's prior approval, correct obvious errors which have occurred during operations, due to which the balance of the account/Sub-account would deviate from the real balance in favour and at the expense of the account/Sub-account. The Bank will notify the User of the



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committed error and the charging of the account or the approval of the account/Sub-account, through the Statement, in the contractual manner.

The Bank is obliged to allow the User to be able to collect the Statement of the Sub-account of the Card, with its balance and all changes, in an outlet of the Bank, at any time and free of charge.

XII COMPENSATIONS

Article 53

The Bank collects fees for the use of the Card in accordance with the Compensation Tariff.

Compensations relating to the use of the Card are fixed, and the timetable of the payment is determined by the Contract.

Liabilities on the grounds of compensations arising from the use of the Card shall be settled by the User by ensuring a cover on the current account in dinars or foreign currency in the Bank, in accordance with the conditions and within the deadlines defined by the Framework Contract.

XIII EXCHANGE RATE

Article 54

For the DinaCard credit card, the exchange rate applied during the conversion of the amounts of transactions made abroad is the sell foreign exchange rate of the NBS for EUR on the day of the financial processing of transactions (posting) and charging of the Sub-account of the Card.

For the Visa Revolving and MasterCard Installment card, the exchange rate applied during the conversion of the amounts of transactions made abroad is the sell foreign exchange rate of the Bank for EUR on the day of the financial processing of transactions (posting) and charging of the Sub-account of the Card.

The accounting currency in relation to other foreign currencies in which the transaction may be concluded is EUR. The exchange rate of another foreign currency into EUR is not determined by the Bank.

The User is familiar with and accepts the possibility of a change of the exchange rate from the moment the transaction is initiated to the moment of its financial processing and charging of the Sub-account of the Card.

XIV METHOD AND MEANS OF COMMUNICATION

Article 55

The communication for the duration of the contractual relationship shall be conducted in Serbian. In case that the User requests, for justified reasons, that the communication for the duration of the contractual relationship shall not be conducted in Serbian, it shall be conducted in English.

In the Request, the User shall include the appropriate personal data, including the data for communication and notification (e-mail address, resident address, landline/mobile phone number). The Bank has the right to check the data from the Request, as well as the right to request additions. The User is obliged to notify the Bank in writing about any change of any of the data stated in the Request. Otherwise all sent information and notifications will be considered to have been delivered.

The exchange of information and notifications between the Bank and the User may be conducted orally or in writing, in the paper or electronic form.



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The method and means of communication depend on the type of the notification and the contractual method/means of communication (e-mail, SMS, electronic banking, phone).

The Bank has the right to, with a view to allowing the use of a specific product/service, request that the User be adequately technically equipped (e.g. owning a mobile phone and/or e-mail address etc.).

The Bank will notify the User of the Card of all promotional activities by SMS notifications, by phone or e-mail.

XV PRESERVING THE CONFIDENTIALITY OF DATA ON PAYMENT SERVICES AND PROTECTION OF PERSONAL DATA

Article 56

The Bank's treatment of the data which it obtains while providing payment services, as well as the collection and processing of personal data, is subject to regulations regulating the protection of a business secret or banking secret and the protection of personal data, as well as to the General Conditions of Operations of Komercijalna banka AD Beograd.

XVI RIGHT TO OBJECTION AND COMPLAINT

Article 57

The User has the right to an objection if they believe that the Bank is not respecting the provisions of the law, the Framework Contract, and best commercial practice.

The objection shall be submitted in writing within 3 years from the day when the violation of the right or interest occurred. After the expiry of this period, the Bank is not obliged to consider the objection, but may consider and/or accept it if it considers it to be justified.

The User may submit an objection in person in the commercial premises of the Bank, by post, or by e-mail at the following addresses: kontakt.centar@kombank.com or posta@kombank.com, as well as on the Bank's website - Contact Centre.

The objection should contain data which make it possible to precisely determine the relationship of the User to the Bank which is the subject of that objection (e.g. current account number, card number etc.), as well as the reasons for submitting the objection.

The Bank is obliged to consider the objection and submit a written reply to the User, no later than 15 days from the day of the receipt of the objection. In exceptional cases, if the Bank is not able to submit a reply within that period, out of objective reasons which do not depend on its will, the period may be extended for no more than 15 days. The User will be notified of the stated reasons and deadline for the reply in writing within 15 days from the day of the receipt of the objection.

A User who is not satisfied with the reply to their objection, or who has not been given the reply within the prescribed deadline, has the right to, prior to initiating court proceedings, submit a complaint to the National Bank of Serbia, in writing, within 6 months from the day of receiving the reply or the expiry of the deadline for its submission.

Together with the complaint to the National Bank of Serbia, one needs to submit an objection to the Bank, reply from the Bank (if it has been delivered) and the documentation which may serve as the basis to assess the claims from the complaint.

In addition to the right to objection and complaint, the User has the right to initiate a procedure of mediation with the purpose of extrajudicial dispute resolution. The procedure of mediation may be initiated after the Bank's reply to the objection has been received, or after the expiry of the deadline for its submission, but also during or after the proceedings on the complaint in front of the National Bank of Serbia.



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The protection of the User is consequently also subject to the provisions of the Law on the Protection of Financial Service Consumers.

XVII AMENDMENTS TO THE FRAMEWORK CONTRACT

Article 58

If the Bank intends to amend the provisions of the Framework Contract, it will provide the User with a proposal of these amendments (hereinafter: Proposal) no later than 2 (two) months before the proposed day of their entry into force. The Proposal is sent to the User in writing in accordance with the contractual manner of delivery.

If the User, prior to the entry into force of the proposed amendments stated in the Proposal, does not notify the Bank in writing that they have not consented to the Proposal, the User will be considered to have accepted the Proposal, and the proposed amendments will apply to the contractual amount even without the explicit consent of the User.

A User who does not consent to the proposed amendments to the Framework Contract has the right to cancel the Framework Contract without compensation. The User is obliged to notify the Bank about the cancellation in writing prior to the day of entry into force of the proposed amendments, as well as to settle all liabilities towards the Bank on the day of the cancellation.

XVIII TERMINATION OF THE CONTRACTUAL RELATIONSHIP

Article 59

The contractual relationship between the User and the Bank is terminated if:

- the Contract is cancelled,
- the User dies,
- the competent authority issues a decision, based on laws and other regulations,
- the Framework Contract is found to be invalid.

Cancellation by the User

Article 60

The User has the right to unilaterally cancel the Framework Contract at any time, without any compensation, and to request the closing of the Card(s), with a notice period of one month.

The notice period starts from the date of the receipt of the request for cancellation by the Bank.

The Framework Contract shall be terminated and the Card closed on the basis of the cancellation request. The request is submitted in writing and must be signed by the User.

The User has the right to request the termination of the Framework Contract even without a notice period if the Bank does not fulfil the obligations prescribed by the Framework Contract.

In case that (an) additional card(s) has (have) been issued for the Sub-account of the Card, the User has the right to cancel its (their) use at any time without any compensation, without the termination of the Framework Contract.

When the basic Card is cancelled, additional Card(s) are also no longer valid.

A User who decides to cancel the Framework Contract is obliged to immediately return the Card to the Bank.



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A User who decides to cancel the Framework Contract is obliged to immediately, and no later than a month from the day the notification was sent, settle all their liabilities arising from the use of the Card, together with the contractual compensations until the day of payment.

The User undertakes the obligation to, at the first call by the Bank, settle the liabilities arising from the subsequently processed transactions that had been concluded before the cancellation of the Card and the closing of the Sub-account, as well as all compensations relating to these transactions.

The cancellation of the use of the Card, if all liabilities of the User towards the Bank pursuant to the Framework Contract have been settled, is considered to mean the termination of the Framework Contract with the Bank.

With the expiry of the notice period, the Framework Contract is terminated, and the Bank disables the use of the Card.

Cancellation by the Bank

Article 61

The Bank also has the right to unilaterally cancel the Framework Contract with no explanation, disable the use of the Card and announce it to be invalid, declare all liabilities to be due and request their settlement, with a notice period of 2 (two) months, if the User does not comply with the Framework Contract, and in other cases prescribed by the law or another regulation.

The notice period starts on the day of sending the written notification of cancellation by a registered letter to the latest known registered address of the User, or by submitting the notification by e-mail if such is the contractual method of communication.

If the User does not settle the liability within the notice period, the Bank will collect its receivables by activating the collaterals deposited on the basis of the use of the Card.

The Bank does not bear legal or material responsibility for the damage that may occur to the User because they have not received a notification or memorandum from the Bank which has been sent to the latest address that the User had notified the Bank of.

Article 62

The cancellation of the Framework Contract by the Bank implies the cancellation of all Contracts that are integral parts of the Framework Contract.

The liabilities of the User in case of the cancellation of the Framework Contract by the Bank is subject to the provisions of Article 61 and Article 63 of these General Conditions.

Article 63

The Bank has the right to cancel the Framework Contract even without a notice period if the User:

- acts in violation of the provisions of the law and other regulations,
- does not fulfil the obligation to submit any changes of relevant data,
- does not submit, at the request of the Bank, the data and documentation necessary to undertake actions and measures of knowing and following the User in accordance with the Anti-money Laundering and Anti-terrorism Financing Act, or has, when submitting the Request to the Bank, submitted incorrect or false data which are relevant to the proper and legal provision of the service.
- if the User closes their current account/foreign currency account

In the cases listed in this article, the Framework Contract is terminated on the day of sending the notification of cancellation by a registered letter to the latest known registered address of the User, or by submitting the notification on another permanent data carrier, if such is the contractual method of communication.



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Article 64

If the Contract is cancelled, all liabilities of the User are considered due.

Article 65

The Framework Contract is considered terminated if the Contract has been terminated, and it remains in force until the termination of the last valid Contract which is an integral part of the contract, if the User has multiple Cards. Otherwise, the Framework Contract is not considered terminated.

By the termination of the Framework Contract on the provision of payment services on the basis of a current account in dinars/foreign currency account of the User, as the requirement for issuing the Card, the right to use the Card also ceases to exist, and the Contract is terminated. In this case, the User undertakes the obligation to return the Cards owned by the Bank to the Bank at its first call.

The Bank will cancel the use of the Card on the day when, in accordance with the previous provisions, the Framework Contract is terminated, or within the period determined by the court or another state authority.

In the cases listed in this article, the Framework Contract is terminated on the day of sending the notification of cancellation by a registered letter to the latest known registered address of the User, or by submitting the notification on another permanent data carrier, if such is the contractual method of communication.

The Sub-account may be closed after all liabilities of the User arising from the use of the Card have been settled and the Card has been returned to the Bank.

If the User has not settled the liabilities until the day of the cancellation of the Card/Sub-account, the Bank will exercise its right for compensation for damages in court proceedings.

The competence of the court is determined by the Contract.

In case of a termination of the Contract, the User is obliged to pay a compensation only for the use of the Card until the day of termination, i.e. to settle all their liabilities towards the Bank which have been incurred until the date of the expiry of notice period. In case of the termination of the use of the Card, the User has no right to recovery of the compensation for using the Card which has been paid for the accounting period before the cancellation of the Contract, i.e. before the termination of use of the Card.

The Bank is obliged to notify the User in writing of the type and amount of the liability pursuant to the Contract terminated on the day when the account is made, within the deadline for the User to settle their liabilities, and the right of the Bank to activate the collaterals that have been submitted to the Bank, if the User does not settle their liability, in accordance with the Contract.

Termination of the Framework Contract

Article 66

With the expiry of the notice period, the Framework Contract is terminated, and the Bank terminates the Card and the Sub-account.

The Framework Contract is not considered terminated if only one out of the three possible contracts has been cancelled.

Article 67

The Framework Contract is terminated if it is declared to be invalid.



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The User has the right to request that the provisions of the Framework Contract which are in opposition to the information provided to the User before the conclusion of the Framework Contract, or the provisions containing information that have not been previously sent to the User, be declared invalid.

XIX FINAL PROVISIONS

Article 68

These General Conditions have applied since 1 October 2015, and they represent an integral part of the offer, i.e. part of the concluded Framework Contracts which have been concluded since the day of their entry into force.

Article 69

These General Conditions also apply to the already established contractual relationships on the basis of issued Cards, in accordance with valid contracts concluded with the Bank prior to the entry into force of these General Conditions.

If the provisions of the concluded contracts are in opposition to these General Conditions and the provisions of the Law on Payment Services, the appropriate provisions of these General Conditions and the above mentioned law will apply.

The contractual relationships referred to in the previous paragraph will be subject to the valid Compensation Tariff and Forward Plan, in addition to these General Conditions, while the contractual interest rates are subject to the provisions of already concluded Contracts.

These General Conditions are an integral part of the Framework Contracts which, with suspensory effect, are concluded with the Users who open a current account in the Bank or become users of the Cards during the period of one month before the entry into force of General Conditions.

Article 70

Amendments to General Conditions are subject to the provisions on amendments to the Framework Contract from Article 58 of these General Conditions.

Anything that is not prescribed by these General Conditions and the Framework Contracts are subject to the provisions of the Law on Payment Services, Law on the Protection of Financial Service Consumers, Law on Foreign Exchange Operations, Law on Contracts and Torts, Anti-money Laundering and Anti-terrorism Financing Act, as well as provisions of other laws and regulations of the Republic of Serbia.

In case of adoption of new regulations, or amendments to laws and by-laws applying to the provision of payment services, they will directly apply to the contractual rights and obligations of the Bank and the User, until appropriate amendments to these General Conditions are adopted.

Article 71

The General Conditions for Payment Services are a part of the General Conditions of Operations of Komercijalna banka AD Beograd, and Users of payment services receive an appropriate extract from them depending on the type of User and the payment service that the User has chosen.

The General Conditions of Operations of Komercijalna banka AD Beograd shall be made available to the User by the Bank in writing, in all outlets of the Bank and on the Bank's website: <http://www.kombank.com>.

