

# GENERAL CONDITIONS FOR THE ISSUE AND USE OF PREPAID CARDS

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## I GENERAL PROVISIONS AND FIELD OF APPLICATION

### Article 1

These General Conditions for the Issue and Use of PrePaid 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 PrePaid card (hereinafter: Card) which the User uses for 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 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): KOBBSBG  
REUTERS dealing code KOMB  
The Bank's website: [www.kombank.com](http://www.kombank.com)  
Contact e-mail address: [posta@kombank.com](mailto: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.

**Card** - personalized instrument of non-cash payment issued/reissued for the purpose of renewal or replacement by the Bank, enabling the User to withdraw cash and/or execute payments for goods and services; Visa Electron PrePaid card has the characteristics of electronic money, while Visa Electron PrePaid Gift card has the characteristics of a payment instrument of low monetary value; with regard to the provisions regulating certain types of PrePaid cards, an abbreviated name of the specific PrePaid card is used, and with regard to the provisions regulating all PrePaid cards, or specific traits of certain types of PrePaid cards which have already been listed in some other provisions, the term Card is used.



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**Electronic money** – electronically deposited monetary value which constitutes a monetary claim towards the Bank as the issuer of that money - the Card, which has been issued after the receipt of monetary assets for the execution of payment transactions, and it is received by a natural person who is not the issuer of that money;

**Owner of electronic money** – natural or legal person to whom electronic money is being issued or has been issued, or natural or legal person who has contacted the Bank for the purpose of issuing that money, as well as every other natural or legal person who has a monetary claim in the form of electronic money;

**Card for payments of low monetary value (Visa Gift)** – a card whose total value of monetary assets deposited in the Sub-account of the card never exceeds 15,000.00 RSD.

**User** – consumer, natural person to whom the Bank issues the Card at their request, or at the request of the Owner of the Sub-account or Purchaser;

**Purchaser of the Card** – natural or legal person who submits the request for issue/purchase of Visa Electron PrePaid Gift card with a view to giving it to another natural person of legal age (User) to use.

**Owner of the Sub-account** – natural person of legal age at whose request Visa Electron PrePaid card is issued, to themselves or to another natural person;

**Request**– request submitted by a potential User/Owner of the Sub-account/Purchaser with a view to issuing/purchasing the Card;

**Receipt** – confirmation that the Card has been received

**Contract** – Contract on the Issue and Use of the Card, which defines the details of issuing and using the Cards for the specific User/Owner of the Sub-account;

**Personalized security elements of the Card** – 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)** – personal identification number assigned to every User with the Card, which is used for identification during cash withdrawals on ATM machines or purchase at POS terminals if they work on the principle of entering the PIN; for Visa Electron PrePaid Gift cards, PIN is used only to check the available amount of the balance of the Sub-account of the Card;

**Unique identifier** – the number of the Card/Sub-account which is established by the Contract;

**ATM machine** – an electronic device which allows the User of the Card to withdraw cash 24 hours a day;

**POS terminal (Point of Sale Terminal)** – 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)** – a receipt from the POS terminal which contains all relevant data from the Card and the transaction, as well as the signature of the User, and is used as the proof that the transaction has been concluded (note: if the authentication has been executed by entering the PIN, the User Receipt/Slip does not contain the signature of the User);

**CNP transaction** - 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, online payments on national and foreign websites, telephone sale, catalogue sale, etc.).

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

**Provider of payment services of the payment recipient (the bank of the point of sale/receipt)** – the bank which is used by the point of sale/receipt for processing the data on transactions initiated by the Card

**Sub-account of the Card** - specific-purpose account in dinars (RSD) which is charged for all Cards and which is used to record all financial changes arising from the use of the Card;

**Payment service** - implies: cash payment to the current account, cash payment from the current account and all services necessary to open, keep and close that account, services of transferring monetary assets from the current account or to the current account (by approval transfer, direct charge, including one-off direct charge, use of the Card or electronic banking, services of executing transactions where monetary assets have been secured by a loan approved to the User of payment services), services of issuing and/or receiving payment instruments, services of executing a money order and executing the payment transaction that the payer gives consent for by using a telecommunication, digital or information-technological device;

**Payment Order** - an instruction of the payer or payment recipient to their payment service provider, demanding the execution of a payment transaction initiated by the use of the Card; when using the Card, the receipt of data by the recipient of the Card/card associations for processing (financial charging/posting) is considered a Payment Order;

**Forward Plan** – the plan which the Bank uses to process the received data on transactions by the Card with a view to financially charging and posting the Sub-account of the Card, which cannot be longer than one day from the day of the receipt of the Payment Order;



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**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** – 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;

**Daily limit of cash withdrawals** – 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;

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

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

**Exchange rate** - exchange rate used as a basis for calculation in the exchange of currencies for transactions which occurred abroad, and which is made available to the User by the Bank;

**Permanent data carrier** – 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** – 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;

**Statement** – report on the changes of the special-purpose account which contains changes/charges on the basis of the use of the Card;

**Renewal of the validity period/Reissue of the Card**– issuing the Card after the expiry of the validity period of the Card, with the new validity period written on it;

**Blocking the Card** – announcing the Card to be invalid.

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

**Card associations** – are associations defining the rules/standards/procedures of operations with Cards (Visa Inc.).

### III FRAMEWORK CONTRACT ON THE ISSUE AND USE OF CARDS

#### 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 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 are 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 User by e-mail or in person in the business premises of the Bank.

#### Conclusion of the Framework Contract

##### Article 4

The User who accepts the offered conditions shall submit a request for the approval and issue of the Card. 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 Card (hereinafter: Contract).



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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 for the receipt and execution of payment transactions of consumers (hereinafter: Forward Plan) and the Contract.

The Framework Contract for Visa Gift between the Bank and the Purchaser/User shall not be concluded in writing'.

### Article 5

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

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

The Framework Contract between the Bank and a resident User/resident Owner of a Sub-account/resident Purchaser shall be concluded in Serbian, while the Framework Contract between the Bank and a non-resident User/non-resident Owner of a Sub-account/non-resident Purchaser shall be concluded in Serbian and English, where the valid text in case of a discrepancy is the text in Serbian.

By signing the Contract, the User/Owner of a Sub-account confirms that they have received a copy of the Framework Contract. By the purchase of Visa Electron PrePaid Gift card, the Purchaser confirms that they have received a copy of the Forward Contract.

The User/Owner of a Sub-account 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

### Article 6

The Bank provides services of issuing internationally valid payment instruments - PrePaid debit cards, used by the User for the execution of payment transactions, where the User has the amount of deposited funds in RSD available on the sub-account of the Card.

The Bank issues the following types of cards:

- Visa Electron PrePaid (hereinafter: Visa PrePaid)
- Visa Electron PrePaid Gift (hereinafter: Visa Gift)

The Card is owned by the Bank, it is in the name of the User/Purchaser and it is non-transferable. Visa Gift card is transferable, meaning that the Purchaser appoints the User (if the Purchaser is giving it to a third party).

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 exceptions are Visa Gift cards, where the Card is issued at the request of the Purchaser.

If the potential User meets the necessary requirements, a number of PrePaid Cards of different types (Visa PrePaid, Visa Gift) may be issued to them.

Within one party, no more than 3 (three) Visa PrePaid cards may be issued.

Within one party, no more than 1 (one) Visa Gift card may be issued.

In order to use the Card, it is necessary to deposit a certain amount of funds in RSD to the sub-account of the Card.

For Visa Gift card:

- the minimum amount of deposited funds is 2,000.00 RSD,
- the maximum amount of deposited funds is 15,000.00 RSD;

The Bank cannot pay the User/Owner of the sub-account/Purchaser interest on deposited funds nor give them any other material gain within the period while the funds are deposited for it.



## **General Conditions for the Issue and Use of PrePaid Cards**

Visa Gift card cannot be supplemented. It is used up to the amount of deposited funds on the sub-account of the card, after which it ceases to be valid.

The Bank retains the right to change the type and characteristics of the Cards for the purpose of their improvement.

### **Article 7**

The User of the Card may be a natural person of legal age who submits the Request for the issue of the Card (hereinafter: Request).

The User of Visa PrePaid card may also be a person of 14 years of age or older, if the Request has been submitted on their behalf by a natural person of legal age. A person of legal age who submits the Request for the issue of Visa PrePaid card may or may not be the User. On the behalf of that person, a sub-account of Visa PrePaid card is opened, and that person is treated as an Owner of the Sub-account.

A User of Visa Gift card may be a natural person of legal age who has received the Card from the Purchaser. A Purchaser of Visa Gift card may be a natural person of legal age, or a legal person.

### **Article 8**

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

The User/Owner of the Sub-account/Purchaser shall include the appropriate personal data, including the data for communication and notification (e-mail address, resident address, landline/mobile phone number) in the Request.

The Owner of the Sub-account enters the personal data of the User and the contact data for the User, in addition to their personal data, in the Request for the issue of Visa PrePaid card.

The number of Requests for the issue of Visa Gift cards is not limited.

If the Purchaser of Visa Gift card is a legal person, a signed and verified Request shall be submitted on a memorandum of a legal person, and it needs to contain the following data: the number of Cards, purpose of purchase and amounts intended for every individual future User (if there are more than one).

The relations between the Bank and the legal person in the capacity of the Purchaser are regulated by the Protocol on Business Cooperation.

When submitting the Request, the User/Owner of the Sub-account/Purchaser is obliged to present personal identification documents to the Bank.

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

### **Article 9**

Visa PrePaid is issued with the validity period of 3 (three) years.

Visa Gift is issued with the validity period of 2 (two) years.

The Card is valid until the last day of the month of the year which is stated on the Card.

A renewal of Visa PrePaid card is treated as a new issue of the card and is done at the written Request of the User/Owner of the Sub-account during the month of the expiry of the Card or after the expiry of the existing Card, under the condition that the Card has been used in accordance with the Framework Contract.

Visa Gift card shall not be reissued.



**Replacement in case of Card being damaged, changes in master data or in case of forgetting the PIN**

Article 10

If the Card is damaged, or changes occur in master data, or in case of forgetting the PIN, the User/Owner of the Sub-account/Purchaser is obliged to contact the Bank for the purpose of replacing it. The service of replacing the Card in case it is damaged, or in case of changes in master data or forgetting the PIN is charged at the expense of the User/Owner of the Sub-account/Purchaser in accordance with the Compensation Tariff.

When contacting the Bank with a view to replacing a Card due to damage, changes in master data or due to forgetting the PIN, the User/Owner of the Sub-account/Purchaser signs the Request for the replacement of the Card and with this Request he/she will also be required to submit the Card that needs to be replaced.

**V USE OF THE CARD**

Article 11

Visa PrePaid card may be used in the country and abroad in places with the displayed sign of Visa Electron 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;
- cash withdrawals and payments for the benefit of third parties at bank and post office counters.

Visa Gift card may be used in the country and abroad in places with the displayed sign of Visa Electron for:

- non-cash payments for goods and services at points of sale.

The User of the Card may use it up to the amount of available funds deposited on the sub-account of the Card. In the moment of initiating the transaction, the User must have a cover for the amount of transaction and the amount of any compensation for the sub-account of the Card.

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

The Owner of the sub-account of Visa PrePaid card/Purchaser of Visa Gift card bears the responsibility for using the Card, and is obliged to let the User know the content of the Framework Contract, so that Visa PrePaid/Visa Gift card would be used in accordance with its provisions.

**Using the Card for payments at POS terminals**

Article 12

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.

**Using the Card for CNP transactions**

Article 13

Visa PrePaid 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, etc.);



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

The Bank, in accordance with the recommendations of card associations, may prevent the use of Visa PrePaid card for payments 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 14

The User may use Visa PrePaid card for cash withdrawals:

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

Cash withdrawals with Visa PrePaid card are possible in case there is an available amount for the requested transaction on the Sub-account of Visa PrePaid card, within the prescribed daily limits of cash withdrawals as defined by the Contract.

For cash withdrawals, the User shall pay the compensation in accordance with the Compensation Tariff.

### Cash payment from the sub-account of the Card at a counter of the Bank

#### Article 15

Cash payment from the sub-account Visa PrePaid card is treated at a counter of the Bank as repurchase of electronic money.

The Owner of electronic money (User/Owner of the Sub-account) may request a full or partial repurchase of electronic money, if that repurchase is requested before the termination of the Contract concluded with the Bank.

If the User requests a repurchase of electronic money on the day of the expiry of the Contract or within a year after the expiry of the Contract, the Bank is obliged to repay or transfer the entire amount of monetary assets.

In the repurchase of electronic money, the Bank may collect the compensation from the owner of the electronic money only in the following cases:

- if the owner of the electronic money had requested a repurchase prior to the expiry of the Contract,
- if the Card is blocked due to a loss/theft, and the owner of the electronic money does not want a new Visa PrePaid Card to be issued;
- if the owner of the electronic money has cancelled the Contract before its contractual date of expiry,
- if the owner of the electronic money has requested a repurchase after the expiry of the period of a year from the date of the expiry of the Contract.

The Bank may collect the compensation in the cases listed in the previous paragraph only if that compensation has been specified in the Contract, and if the owner of the electronic money had been informed about it within the appropriate period prior to the conclusion of the Contract.

If the validity period of Visa Gift card has expired and/or if a minimum of 90% of the value of the funds initially deposited on the specific-purpose account has been spent during the validity period, a Purchaser of Visa Gift card, person authorised by the Purchaser in writing, or the User of Visa Gift card, have the right to a cash payment of the remaining funds on the sub-account of the card, in the amount no higher than 1,500.00 RSD.



## VI EXECUTION OF PAYMENT TRANSACTIONS

### Consent to execute a payment transaction

#### Article 16

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 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.

Depending on the manner/place of the use of the Card (POS, ATM machine, counter, CNP 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 17

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 authorisation, together with a signature on the User Receipt/Slip,
- entering the PIN at a POS terminal/an ATM machine,
- making available/entering the minimum of relevant personalized 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),
- 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 (toll payments etc.), up to the amount of transactions prescribed by card associations (Visa Inc). The User of the Card gives consent for the executions of such transactions by the very act of using the Card, i.e. making the Card available for reading.

Transactions for whose executions 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 transaction 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. The User of the Card is obliged to keep a copy of the User Receipt/Slip as a confirmation of given consent, and to present it to the Bank in case of a complaint.

### Receipt and deadline for the execution of the payment order

#### Article 18

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 about the payment transaction for processing, the 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/CNP 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.

#### Article 19

The process of non-cash payment through the use of the Card works the following way: the moment when the transaction is initiated, the Bank just issues the confirmation/authorisation that the Card is valid and that the User has





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the available amount of funds on the Sub-account of the Card for that specific transaction. If all conditions are met and the confirmation/authorisation issued, the Bank makes a reservation of funds from the Sub-account of the Card for the amount of the initiated transaction.

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).

After the data about the payment transaction have been received for processing, the Bank charges the Sub-account of the Card and releases the reserved funds.

The payment transaction initiated by the Card shall be realised the same day and no later than the next day, depending on the time of receipt of the payment order by the payment services provider of the payment recipient (Card recipient).

### **Rejecting a transaction**

#### Article 20

The Bank cannot refuse to execute transactions if all the conditions established by these General Conditions have been met, unless it has been otherwise prescribed by other regulations.

The Bank will refuse to execute a transaction if not all conditions for its execution have been met, namely in the following cases:

- if the use of the Card is not consistent with its purpose,
- if the User does not have an available amount for the requested amount of authorisation on the Sub-account of the Card,
- if one of the relevant personalized security elements of the Card has been incorrectly entered by the User,
- when there are legal impediments to the execution of the payment transaction,
- in case that the Card has been, for any reason, permanently or temporarily blocked.

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

The Bank is not obliged to notify the User of Visa Gift card of the refusal to execute a payment order issued by using that card.

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

### **Cancellation of the payment order**

#### Article 21

The User cannot cancel a transaction 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 payment order after the payment order has been received and processed by the Bank, except in special cases when the charge is unjustified.



## VII SETTLING THE LIABILITIES

### Article 22

The User/Owner of the Sub-account/Purchaser undertakes the obligation to settle all liabilities arising from the use of the Card by depositing funds to the sub-account of the Card, i.e. charging the sub-account of the Card.

Liabilities consist of all occurring transactions that have been concluded by the use of Card(s) and the compensations arising from the use of the Card(s).

### Article 23

In case there are due outstanding claims of the Bank on the basis of using the Card, including all compensations, the User/Owner of the Sub-account/Purchaser shall agree that the Bank may collect their due receivables from funds in other accounts of the User/Owner of the Sub-account/Purchaser which are kept by the Bank, if their execution is not prohibited by the law, judicial decision or a decision of another competent authority, and shall authorise the Bank to issue an order for payment from said 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 on the accounts of the User/Owner of the Sub-account/Purchaser, the User agrees that the Bank may convert other currencies on their foreign currency accounts by using the sell exchange rate of the Bank on the day of the execution of the transfer. The Bank will notify the User/Owner of the Sub-account/Purchaser of the executed settlement of receivables in writing.

## VIII PROTECTIVE MEASURES

### Obligations of the User/Owner of the Sub-account/Purchaser and the Bank relating to the issue and use of the Card

### Article 24

The User/Owner of the Sub-account/Purchaser is obliged to:

- use the Card in accordance with the Framework Contract,
- enter correct and authentic data into the Request, 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 the Contract;
- when receiving the Card, the User is obliged to check the validity of the Card and the data on the Card, to sign the Card and the form of the Receipt; the Owner of the Sub-account and the Purchaser of the Card are not obliged to sign the card, except in the case when they are also the User of the Card;
- when submitting the PIN, check the accuracy of data and immediately notify the Bank of any possible flaws;
- to undertake, immediately after having received the Card, all reasonable and appropriate measures for the protection of personalized security elements of the Card 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 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;
- to regularly settle the liabilities arising from the use of the Card, within the deadlines and in the manner prescribed by the Framework Contract;
- to never use the Card for illegal purposes, including purchase of goods or payment of services that are prohibited by law;
- to notify the Bank in writing, immediately after having received the Statement, and within no more than 45 (forty-five) days, in case the User/Owner of the Sub-account/Purchaser has an objection relating to the concluded transactions, or is submitting a complaint;

The Bank is obliged to ensure:

Shall apply from: 15 November 2016



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- accessibility of the Card and the personalized security elements only to the User/Owner of the Sub-account/Purchaser at whose request the Card has been issued, by submitting them to his/her parent outlet or in some other manner that has been agreed on with the User/Owner of the Sub-account/Purchaser, and the Bank bears the risk of their delivery;
- that the funds up to the amount of deposited funds on the sub-account of the Card are available to the User, within the validity period of the Card;
- 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;
- delivery of a Statement of the sub-account of the Card, free of charge, at the request of the Owner of the Sub-account, excluding Visa Gift card;
- re-enabling the User to use the Card which had been blocked, when the reasons why it was blocked cease to exist.
- a check of the balance of available monetary funds on the Sub-account of the Card;

### Article 25

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. This 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 service of SMS notifications is provided to the User free of charge (without any compensation). By receiving the Card, the User also signs the Framework Contract for the service of SMS notifications. The Bank will not activate the service of SMS notification only at an explicit 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.

The Bank does not provide the service of SMS notifications to the Users of Visa Gift.

### Article 26

For online payments, the Bank allows applications for Verified by Visa service. Verified by VISA service is offered only in online shops that support this programme. The purchase is carried out identically as with other online merchandisers, whereby in this case, the Card User identity is verified by entering the password. When registering for the service the User is required to enter the Activation Code provided by the Bank. Upon entering the Activation Code, the User follows the instructions and creates his/her password (Secure Code), which he/she will be using for all future online payments. If the User has forgotten his/her password (or Activation Code) or if it is blocked due to three consecutive incorrect entries, the User needs to contact the Bank.

## Loss, theft or misuse of the Card

### Article 27

The User/Owner of the Sub-account/Purchaser 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 the 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/Owner of the Sub-account/Purchaser or the person authorised by them 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/Owner of the Sub-account/Purchaser is obliged to report the theft to the police as well.

After receiving a written report on the loss/theft/misuse of the Card, the Bank may issue a new Card to the User at his/her request. 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 Request for issuing new Visa PrePaid card shall be submitted by the Owner of the Sub-account.



## **General Conditions for the Issue and Use of PrePaid Cards**

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

When reporting a loss, theft or misuse of Visa Gift card, the User must know the full number of Visa Gift card and the personal data of the Purchaser. Otherwise, Visa Gift card cannot be blocked. In case when there is a certain amount of remaining funds on the Sub-account of the blocked card, the Purchaser/User may request the repayment of those funds, if the conditions from Article 15 of these General Conditions are met; and if the conditions are not met, the Bank will provide a new Visa Gift card to the User, transferring the amount of the remaining funds from the blocked Visa Gift card to the new card.

The User/Owner of the Sub-account/Purchaser who finds the Card after having reported its loss/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/Owner of the Sub-account/Purchaser bears full legal responsibility and financial liabilities towards the Bank for unauthorised use of the Card.

After receiving a written report on the loss or theft of the Card, the Bank may issue a new Card to the User at request. The Request for the issue of a new Visa PrePaid card shall be submitted by the Owner of the Sub-account. The User/Owner of the Sub-account/Purchaser bears the 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 these General Conditions from Chapter IX Responsibility of the Bank and the User Relating to the Execution of Transactions and Recovery of the Amount of the Transaction.

### **Article 28**

In case that an unauthorised use of the Card or the data from the Card has occurred, the User/Owner of the Sub-account/Purchaser is obliged to, immediately after learning about it, and not later than 13 (thirteen) months from the date that the corresponding 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/Owner of the Sub-account/Purchaser bears all losses relating to every transaction executed by a misuse that the User/Owner of the Sub-account/Purchaser has committed themselves, as well as all losses incurred due to their 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/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser has committed the misuse themselves or has participated in the misuse, or has acted with fraudulent intent.

### **Article 29**

The Bank is obliged to, at the request of the User/Owner of the Sub-account, submit evidence that the User/Owner of the Sub-account has notified it of the loss, theft or misuse of the Card, in accordance with Articles 27 and 28 of these General Conditions. The deadline for submitting the above mentioned request is 18 (eighteen) months from the date of the notification of the Bank by the User/Owner of the Sub-account/Purchaser.

## **Limitations of the use of the Card**

### **Article 30**

The User/Owner of the Sub-account/Purchaser 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



## General Conditions for the Issue and Use of PrePaid Cards

fraud, or if there is an increased risk that the User/Owner of the Sub-account/Purchaser will not be able to settle their payment liability relating to the use of the Card.

The Bank is obliged to notify the User/Owner of the Sub-account/Purchaser 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 by the Bank in the manner prescribed by the Contract.

An authorisation for transactions whose amount exceeds the amount of the available balance of the sub-account of the Card will not be approved. An authorisation for transactions of cash withdrawal from ATM machines and at counters of other banks will not be approved if the available amount on the sub-account of the Card is lower than the sum of the requested amount of the transaction and the amount of the compensation for the specific transaction.

### Article 31

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 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 available amount of deposited funds on the Sub-account of the Card, will not be authorised by the Bank.

Visa Gift card cannot be used to conclude CNP transactions nor cash withdrawal transactions. Cash withdrawal by Visa Gift card is possible only at the counter of the Bank, if the conditions described in Article 15 of these General Conditions are met.

### Article 32

The Card must not be used in the manner and for the purposes which are not in accordance with the regulations, or for illegal purposes.

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.

### Article 33

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 enable the further use of the Card.

The User/Owner of the Sub-account/Purchaser bears all financial consequences arising from the use of the Card in opposition to the above mentioned provisions, in accordance with the law and the Contract.



## **IX RESPONSIBILITY OF THE BANK AND THE USER/OWNER OF THE SUB-ACCOUNT/PURCHASER 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 34

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 (the Sub-account of the User/Owner of the Sub-account/Purchaser has been charged with a higher or lower amount, a payment order has by mistake been executed multiple times, funds have been transferred to another recipient) is considered an improperly executed transaction.

#### Article 35

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 Sub-account of the User/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser requests it, or even without a request by the User/Owner of the Sub-account/Purchaser.

The return of the Sub-account of the User/Owner of the Sub-account/Purchaser 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.

#### Article 36

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 37

The User/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser bears the total amount of losses if it is established that unauthorised transactions have been executed due to fraudulent actions of the User/Owner of the Sub-account/Purchaser or due to the failure to undertake protective measures prescribed by these General Conditions due to their 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/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser.



**Recovery of the amount of unauthorised or improperly executed transaction**

Article 38

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/Owner of the Sub-account/Purchaser (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.

The User/Owner of the Sub-account/Purchaser shall file the Complaint to the Bank immediately after learning about the failed transaction, and no later than 13 months after the date that the account was charged for the amount of the unauthorised or improperly executed transaction.

After the expiry of the period referred to in the previous paragraph, the User/Owner of the Sub-account/Purchaser loses the right to request the recovery of the funds or a proper execution of the payment transaction, unless the Bank has provided them 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 period of 13 months.

The User/Owner of the Sub-account/Purchaser has the right to request the 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/Owner of the Sub-account/Purchaser only to the point of sale where the transaction occurred.

**Recovery of the amount of authorised and properly executed transaction**

Article 39

The User/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser 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.

The User/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser or to notify them 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/Owner of the Sub-account/Purchaser 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.



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The User/Owner of the Sub-account/Purchaser 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.

### **Obligation of determining cash flow in case of failed or improperly executed payment transaction**

#### Article 39a

In case of failed or improperly executed payment transaction the Bank is obliged, regardless of responsibility for properly executed payment transaction, to promptly, at the request of the User/Owner of the Sub-account/Purchaser of payment services, take appropriate measures in order to determine the cash flow of payment transaction and to inform, without any delay, the User/Owner of the Sub-account/Purchaser about the outcome of the undertaken measures.

## **X EXEMPTION FROM RESPONSIBILITY**

#### Article 40

The Bank is exempt from the responsibility for irregular executions of transactions initiated by the Card, for failure to execute or untimely execution of transactions, as well as for the failure to fulfil other contractual obligations of the Bank in cases when there are obstructions to the execution of payment services. 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 telecommunication 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.

The Bank is not responsible for the execution of an unauthorised payment transaction in electronic money if it is not able to block the Card, or the sub-account of the Card where the electronic money is kept, and the total value of that electronic money must not at any time exceed 15,000.00 RSD.

## **XI NOTIFYING THE USER OF THE TRANSACTION**

#### Article 41

If the card is used anonymously, the Bank is not obliged to provide, before and after the execution of the payment transaction, the User with information on payment transactions executed by the use of this payment card.

The Bank informs the User/Owner of the Sub-account/Purchaser about the executed payment transactions by delivering the Statement only at their Request.

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, on the date of the receipt of the payment order.

The User/Owner of the Sub-account is obliged to carefully inspect the Statement and immediately notify the Bank if any irregularities have been detected, including failed, improperly executed and unauthorised payment transactions.

The User may check the amount of available funds on the Sub-account of the Card on an ATM machine or in outlets of the Bank.





## XII COMPENSATIONS AND COSTS

### Article 42

The Bank collects compensation 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 Framework Contract.

Liabilities on the grounds of compensations arising from the use of the Card shall be settled by the User/Owner of the Sub-account/Purchaser on the occasion of collecting the payment instrument, in accordance with the conditions and within the deadline defined by the Framework Contract.

## XIII EXCHANGE RATE

### Article 43

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 44

The communication for the duration of the contractual relationship shall be conducted in Serbian. In case that the User/Owner of the Sub-account/Purchaser 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.

The User/Owner of the Sub-account/Purchaser shall include in the Request the appropriate personal 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 any additions. The User/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser may be conducted orally or in writing, in the paper or electronic form.

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/Owner of the Sub-account/Purchaser 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 45

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 46

The User/Owner of the Sub-account/Purchaser has the right to an objection if they believe that the Bank is not respecting the provisions of the law, the Framework Contract, or 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/Owner of the Sub-account/Purchaser 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](mailto:kontakt.centar@kombank.com) or [posta@kombank.com](mailto: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/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser, 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/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser 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.

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 47

If the Bank intends to amend the provisions of the Framework Contract, it will provide the User/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser in accordance with the contractual method of delivery, and it is delivered in writing, except in the case of Visa Gift card.

If the User/Owner of the Sub-account/Purchaser, 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/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser.

A User/Owner of the Sub-account/Purchaser who does not consent to the proposed amendments to the Framework Contract has the right to cancel the Framework Contract without compensation. The User/Owner of the Sub-account/Purchaser 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 48

The contractual relationship between the User/Owner of the Sub-account/Purchaser and the Bank is terminated if:

- the Contract is cancelled,
- the User dies,
- the deposited funds on the sub-account of Visa Gift card are spent, or the validity period of Visa Gift card has expired;
- 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 49

The User/Owner of the Sub-account/Purchaser 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 a 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/Owner of the Sub-account/Purchaser.

The User/Owner of the Sub-account/Purchaser 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.

### Article 50

A User/Owner of the Sub-account/Purchaser who decides to cancel the Framework Contract is obliged to immediately return the Card to the Bank.

A User/Owner of the Sub-account/Purchaser 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.



## General Conditions for the Issue and Use of PrePaid Cards

The User/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser 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 51

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 months, if the User/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser, or by submitting the notification by e-mail if such is the contractual method of communication.

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

#### Article 52

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 are subject to the provisions of Article 50 and Article 53 of these General Conditions.

#### Article 53

The Bank has the right to cancel the Framework Contract even without a notice period if the User/Owner of the Sub-account/Purchaser:

- 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.

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/Owner of the Sub-account/Purchaser, or by submitting the notification on another permanent data carrier, if such is the contractual method of communication.

#### Article 54

If the Contract is terminated, all liabilities of the User/Owner of the Sub-account/Purchaser are considered due.



## **General Conditions for the Issue and Use of PrePaid Cards**

### Article 55

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/Owner of the Sub-account/Purchaser has multiple Cards.

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/Owner of the Sub-account/Purchaser, 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/Owner of the Sub-account/Purchaser arising from the use of the Card have been settled and the Card has been returned to the Bank.

If the User/Owner of the Sub-account/Purchaser has not settled the liabilities until the day of the cancellation of the Card/Sub-account, the Bank will exercise its right to 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/Owner of the Sub-account/Purchaser 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/Owner of the Sub-account/Purchaser 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.

### **Termination of the Framework Contract**

#### Article 56

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

The Framework Contract is not considered terminated until the termination of the last contract, if the User/Owner of the Sub-account/Purchaser has multiple concluded contracts which are an integral part of the Framework Contract.

#### Article 57

The Framework Contract is terminated if it is declared to be invalid. The User/Owner of the Sub-account/Purchaser 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.

#### Article 58

The Framework Contract is terminated independently of the will of the User/Owner of the Sub-account/Purchaser in case of the death of the User/Owner of the Sub-account/Purchaser, or on the basis of law and other regulations.



## XIX FINAL PROVISIONS

### Article 59

These General Conditions have applied since November 15<sup>th</sup>, 2016 and they represent an integral part of the offer, i.e. part of the concluded Framework Contracts on the Issue and Use of Cards which have been concluded since the day of their entry into force.

### Article 60

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

The contractual relationships referred to in the previous paragraph are subject to the valid Compensation Tariff and Forward Plan, in addition to these General Conditions.

### Article 61

Amendments to General Conditions are subject to the provisions on amendments to the Framework Contract from Article 47 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, Law on Personal Data Protection 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 62

The General Conditions for Payment Services are part of the General Operating Terms and Conditions 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 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>.

