



Pursuant to article 73, paragraph 1, point 5) of the Law on Banks and article 15, paragraph 1, point 5) of the Statute of OTP banka Srbija AD Beograd, blvd Zorana Djindjica 50 a/b, at its session held on 13<sup>th</sup> June 2019 and on 20<sup>th</sup> September 2019., the Board of Directors of the Bank adopted:

**GENERAL TERMS AND CONDITIONS FOR ACCEPTANCE OF  
PAYMENT INSTRUMENTS OF  
OTP banka Srbija AD Beograd  
AT MERCHANT POINTS OF SALE OF THE MERCHANT  
(Consolidated version)**

## I Opening Remarks

Under these General Terms for Acceptance Payment Instruments at OTP banka Srbija AD Beograd at points of sale of Merchants (hereinafter: General Terms), OTP banka Srbija AD Beograd (hereinafter: the Bank) regulates mutual rights and obligations between the Bank and Merchant related with acceptance of payment instruments at points of sale of the Merchant through Bank service, as well as other issues of importance for the operations of the Bank and Merchant from the aspect of legislation regulating this area of business.

These General Terms jointly with:

- General Operating Terms for providing payment services of OTP banka Srbija AD Beograd applicable to legal persons and entrepreneurs (General Terms for Providing Payment Services);
- Pricelist of Fees and Expenses of the Corporate Division (hereinafter: Pricelist of Fees);
- Term Schedule (time of receipt and performance of payment orders) (hereinafter: Term Schedule);
- Separate agreements on acceptance payment cards at the points of sale of the merchant (hereinafter: separate agreement),

form the Framework Agreement on payment services in the sense of the Law on Payment Services (hereinafter: Framework Agreement).

Basic details of the Bank:

Business name: OTP banka Srbija AD Beograd  
Head office: Bulevar Zorana Djindjica 50 a/b  
Tax identification number (PIB): 100000303  
Official registration number (MB): 07552335  
Account number at the National Bank of Serbia: 908-0000000027501-22  
Bank Website: [www.otpsrbija.rs](http://www.otpsrbija.rs)  
e-mail address:  
For Users – legal entities: [privreda@otpsrbija.rs](mailto:privreda@otpsrbija.rs)  
For Users – entrepreneurs: [stanovnistvo@otpsrbija.rs](mailto:stanovnistvo@otpsrbija.rs)  
Joint e-mail address: [reklamacije@otpsrbija.rs](mailto:reklamacije@otpsrbija.rs)  
Info tel: +381 11 30 11 555

Operating permit issued by the National Bank of Serbia by Decision O. No. 293 on 14.12.1990. The supervision and control of the Bank is performed by the National Bank of Serbia, Belgrade, Kralja Petra 12, in accordance with legislation regulating operations of banks.

## II Meaning of certain terms

**1) Acquirer** means provider of payment services with head office in the Republic of Serbia, which in accordance with the contract concluded with the Merchant, has engaged to provide payment services by accepting payment instrument made by payment cards and to perform these payment transactions for the purpose of transfer of funds to the Merchant;

**2) Issuer** means the provider of payment services which, in accordance with the agreement concluded with the User as payer, engaged to provide to this person payment services involving issue of payment instrument for initiating business transactions by using payment instruments and the performance of these payment transactions;

**3) User** means a natural and legal person holding a payment account and agreeing for payment order to be performed by debiting that account, i.e. payment transaction based on payment instrument, and in case of absence of account – a natural person and legal entity issuing the payment order for the purpose of performance of payment transactions, which in applicable legislation is designated as payer;

**4) Merchant** means a legal person, entrepreneur or natural person performing an activity, at which points of sale Users may use payment instruments to buy goods or services, and who have been designated

as receivers of funds that is the subject of the payment transaction based on the payment instrument of the User;

**5) Multilateral interchange fee** means a fee, including net fee and any other contractual pecuniary amount, which are paid directly or indirectly (e.g. through third persons) for a payment transaction based on a payment card or other payment instrument between the issuer and acquirer taking part in the performance of the transaction;

**6) Net fee** means a total amount of money, of discounts (reliefs) and other types of incentives which the issuer receive from payment card scheme, acquirers or any other mediator in relation with payment transactions based on payment cards or other payment instrument and related activities, decreased by pecuniary amount, discounts (reliefs) or other types of incentives which the issuer grants to payment card scheme in relation to these transactions and activities;

**7) Merchant service charge** means a fee paid by the Merchant to the Bank as acquirer in relation to the payment transaction based on the payment card and / or another payment instrument of the User;

**8) Payment transaction** means the transfer of pecuniary assets to the payment account of the Merchant, initiated by the payer, or by another person on his behalf, or by the Merchant, and which is made irrespective of the legal relation between the payer and the Merchant. As per the General Conditions, this notion implies a payment transaction initiated and ending with the use of payment transaction made by card, telecommunication, digital or information-technology device or software, in accordance with the business rules of payment card scheme and use of infrastructure of these schemes, which is not considered transfer of credit and direct debit in the sense of the law regulating payment services;

**9) Payment application** means a computer software or equivalent, loaded into a computer, mobile telephone or any other device enabling the initiation of payment transaction made by payment card and/other payment instrument and the payer to issue a payment order;

**10) Payment instrument** means any personalized means and/or series of procedures between the User and the Bank, which this User use to issue a payment order;

**11) Payment card** means a payment instrument in the form of physical or electronic card used for initiating payment transactions, which may be: a credit card or a debit card (including prepaid cards and any other card which is not a credit card) and business card;

**12) Payment instrument based on payment card** means any payment instrument, including a payment card, computer, mobile telephone or any other technical means containing a payment application, which enables the payer to initiate payment transaction by payment card;

**13) Payment brand** means any material or digital name, expression, mark, symbol or a combination thereof designating a payment card scheme within which payment transactions are performed based on payment cards and/or other payment instrument;

**14) Co-branding of payment instrument** means including at least one payment brand and at least one brand other than a payment brand on the same payment instrument based on the payment card;

**15) Processor** means a person providing technical service involving the processing and/or transfer of payment orders between the acquirer and issuer;

**16) System Integrator** means a legal person or entrepreneur who has the competence and capacity to develop and implement a software component necessary for the integration at the internet point of sale, including accepting payment cards and/or other payment instruments at the internet point of sale of the Merchant;

**17) Authorization** means a procedure aimed at verifying availability of funds on a payment card of the User at the time of purchase of goods and/or services with a payment card;

**18) Summary Report** means a summary report of all payment transactions arising from use of payment cards or other payment instruments for each day of performance of payment transactions at the point of sale of the Merchant;

**19) Claim** means a written or verbal objection of the User as payer, to the quality of the service, system availability, or challenge of the performed payment transaction in full or partially. The objection of the User as payer to undelivered or partially delivered goods i.e. service paid by payment cards or another payment instrument at the point of sale of the Merchant is under the exclusive competence of the Merchant and does not represent a Claim in the sense of these General Terms;

**20) Payment Gateway (PGW)** means an information system allowing acceptance of payment cards or other payment instruments on the internet;

**21) MERCHANT Plugin (MPI)** means a software allowing communication between the internet point of sale of the Merchant and PGW as Bank system enabling performance of payment transactions on the Internet;

**22) Credentials** means a mean of identification and authentication of internet point of sale of the Merchant in the Bank system (PGW) allowing acceptance of payment cards or other payment instruments on the internet point of sale of the Merchant (store ID, shared secret);

**23) POS Terminal** means a terminal allowing use of payment cards or other payment instruments for the performance of payment transactions, being understood that information on payment transaction are recorded electronically;

**24) List of internet points of sale** means a set of basic data about the Merchant and records of points of sale of the Merchant with defined conditions under which the acceptance of payment cards or other payment instruments is made at these points of sale in the sense of type of payment cards that will be accepted, the commissions, types of goods and services which will be sold etc.;

**25) Instruction** means a joint title of the following documents: Instruction for merchants designating a Bank document containing detailed description and instruction for proper use of equipment necessary for technical performance of cashless payments (e.g. POS terminal) intended for Merchants using the payment cards or other payment instruments accepting services on POS terminals; the operating instruction of the internet point of sale designating a Bank document defining instructions and obligations of the Merchant for the activation, operations and all modifications pertaining to the internet point of sale; the Instruction for integration which designates a Bank document containing a description of interface for communication with PGW aimed at performance of internet payment transactions;

**26) Payment card scheme** means a unique set of rules, practices, standards and/or operational guidelines for the performance of payment transactions made by payment cards that also includes a special body, organization or subject making decisions on the operations of this scheme and which are responsible for the scheme operations;

**27) Four party payment card scheme** means a card payment system under which payment transactions are carried out based on payment cards by means of the scheme, issuer and acquirer;

**28) Three party payment card scheme** means a card payment scheme directly providing payment cards acceptance and payment services, within which payment transactions are made based on payment cards, therewith the three party payment card scheme giving authorization to another payment services provider to issue payment instruments based on payment cards and/or to accept payment transactions on the basis of these payment instruments, i.e. which issues these payment instruments with a partner as part of a co-branding agreement or through agent – shall be considered four party payment card scheme;

**29) Service** means payment card or other payment instrument acceptance service at points of sale of the Merchant through service of the Bank;

**30) Slip** means confirmation of performed transactions which the User receives following payment at the point of sale of the Merchant.

**31) IPS payment system** means a payment system operated by the National Bank of Serbia, used to transfer financial assets in dinars between participants in that system, in order to perform instant transfers of approval;

**32) Instant transfer of approval** means a domestic payment transaction in dinars, performed by transfer of approval which the payer may initiate at any time during any working day of the year and at which the transfer of funds to the payment account of the recipient of payment is made under terms and conditions set forth in the Decision on General Terms for the performance of instant transfers of approvals;

**33) Instant transfer order** means a transfer order in IPS payment system in electronic form prepared for the purpose of performance of payment order.

The terms set forth in the General Terms for providing payment services which have not been defined or have been defined otherwise in these General Terms or separate agreements, shall have the same meaning as set forth in the General Terms for providing payment services.

### III General Provisions

In case of collision between provisions of concluded separate agreements and these General Terms, the provisions of separate agreements shall prevail, followed by the provisions of these General Terms, and General Terms for providing payment services in the part non-regulated by these General Terms, as well as provisions of other documents forming the Framework Agreement, except if different order of priority is set under the separate agreement.

In addition to the foregoing General Terms, the Bank applies its own acts to relations with Merchants and Users, whereby it defines Bank operations in details, in accordance with applicable domestic and international legislation and rules of the banking group the Bank belongs to, for the purpose of implementing General Terms, pursuant with the generally accepted bank practice rules.

These General Terms are published on the official website of the Bank: [www.otpsrbija.rs](http://www.otpsrbija.rs) (hereinafter: Bank website).

Should any term or provision of these General Terms become non-valid or inapplicable, the validity of other terms and provisions of the Framework Agreement shall not be affected, and the rights and obligations of the User and Bank shall be interpreted as though these General Terms did not contain non-valid and inapplicable terms and provisions.

### IV Terms of use of acceptance service of payment cards or other payment instruments

The Bank provides Merchants acceptance service of payment cards or other payment instrument at:

- POS terminals at points of sale of the Merchant and
- At Internet points of sale of the Merchant,

Therewith the detailed terms and conditions of use of this service, in addition to these General Terms, are described in details in separate agreement as constituent part of the Framework Agreement.

The Bank currently holds licenses, is a participant in the Mastercard, VISA and DinaCard programs and is entitled to set up a merchant network for acceptance of payment cards under these programs, on the territory of the Republic of Serbia. During the validity of the Framework Agreement, the Bank may join new card programs and allow Merchants to accept payment cards under these card programs as per terms and conditions agreed between the Merchant and Bank under the Framework Agreement.

The Bank is obliged to submit to the Merchant – Entrepreneur a draft Framework Agreement within due term, prior to concluding the Framework Agreement on paper or durable media, so as to enable the Merchant to compare different offers of commercial banks, assess whether the conditions and services respond to the needs of the Merchant and make a decision on establishing a contractual relation with the Bank in relation to using services, as printout or on durable data carrier.

The Bank does not apply to Merchants – legal entities the provisions of the Law on Payment Services (hereinafter: the law) related to submitting the draft Framework Agreement during the preliminary contractual stage, as per the provision in article 9 of the same Law on Payment Services, and the preliminary contractual stage is therefore exempted in the conclusion of the Framework Agreement has been exempted in relation to Merchants – legal entities.

The Bank is free to select its Merchants with whom it establishes contractual relation for the use of services.

The Framework Agreement between the Bank and the Merchant is concluded in writing or on another durable media. The Merchant is entitled to one specimen of the Framework Agreement in writing, in printed form or on another durable media, and to receive a copy of the Framework Agreement, at his request, during the validity of the contractual relation.

The Bank reserves the right to change the types, forms and content of services, as well as to introduce new service functionalities. The Bank discloses on its website [www.otpsrbija.rs](http://www.otpsrbija.rs) all changes to the type, scope and content and/or introduction of new functionalities and informs the Merchant accordingly under contractual terms.

The Service is available to the Merchant upon conclusion of the Framework Agreement with the Bank, and provided that required technical prerequisites have been met (installation of POS terminals, connection to Bank PGW and other) in accordance with the Instruction.

The Merchant engages to establish contractual relation with the bank regarding the opening, maintenance and closure of current account prior to negotiating the use of services.

The Merchant is obliged to secure independently and at its own expenses minimum prescribed technical conditions for the use of services through the Bank system.

## V Rights and Obligations of the Bank

The Bank is entitled to:

- Based on the decision of its bodies, to freely perform the selection of Users with whom it shall establish business relation, including discretion right of the Bank to decline establishing a contractual relation i.e. providing services to the Merchant;
- Without the consent of the Merchant, to block the service to the Merchant, partially or in full: (i) for reasons set forth under the legislation regulating the prevention of money laundering and terrorism funding, i.e. in cases of application of international sanctions enacted against certain countries; (ii) in accordance with applicable legislation, business decisions and standards of the banking group the Bank belongs to, i.e. (iii) for justified reasons that include but are not limited to cases of abuse of payment accounts, payment cards etc.;
- The Merchant charges fees and expenses for services provided pursuant to the Framework Agreement in accordance with separate agreements and the Price List of fees;
- Act in accordance with the General Terms which it concluded with the Merchant and in line with applicable legislation;
- The Bank may decline or temporarily postpone the transfer of turnover at points of sale of the Merchant, fully or partially, in all cases when the Merchant breached contractual provisions under the Framework Agreement or acted contrary to the Instruction.

The Bank is obliged:

- in business relation with the Merchant, to act in accordance with the Framework Agreement, with due care, in line with applicable legislation and Bank acts, making sure that good and honest business and other practices and fair relation to the Merchant are applied, and to ensure compliance of these terms with applicable legislation;
- to protect the secrecy of payment transactions and services that it provides, as well as data about the Merchant, to keep these data and use them in accordance with legislation, bank practice and relevant domestic and other legislation, in all in accordance with the General Terms for Providing Payment Services, Chapter XX – Secrecy and protection of payment services data;
- To perform the Service in compliance with the Framework Agreement;
- To inform the Merchant about its products in a clear and intelligible manner and ensure that this notice does not contain incorrect information or information that may be misleading as to the conditions under which the Bank offers these products and services to the Merchant;
- To offer and calculate individual fees to the Merchant, independently for different types and brands of payment cards or other payment instruments for which different interchange fees are charged;
- Individually present information on fees under previous line, for all payment brands and types of payment cards or other payment instrument, except when the Merchant requires the Bank in writing to act otherwise following receipt of offer;
- Not to prohibit the Merchant: from referring the User to the use of any payment instrument, giving priority to payment instruments based on payment cards of certain card payment scheme and notifying the Merchant of the interchange fees, payment card scheme fees and payable Merchant service charge;
- Following performance of individual Payment Transaction, submit or make available to the Merchant, at least once a month, in contractual manner allowing the Merchant to store and reproduce in unaltered form, the following information: reference trademark allowing the Merchant to identify individual payment transactions under payment cards or other payment instrument, amounts of individual payment transactions in the currency in which the payment account of the Merchant has been credited and amount of all fees related to individual payment transaction by payment card or other payment instrument, with specifically designated Merchant Service Charge, interchange fee and payment card scheme fee;
- To share information and notices with the Merchant related with the Service, through contractual channel of communication in accordance with provisions of separate contract, and if it is not regulated by a separate contract, then according to the General Terms for Providing Payment Services, Chapter IV Information on

the Terms and Means of Communication between the User and the Bank.

## VI Rights and obligations of the Merchant

### Rights of the Merchant

The Merchant is entitled to:

- Equitable relationship with the Bank in its contractual relation and protection from discrimination, right to information, as well as determination and determinability of contractual obligation and protection of rights and interests;
- Require and obtain from the Bank in writing or on other durable media, clear and intelligible information, data and instructions related with its contractual relation with the Bank in accordance with provisions separate contract, and if it is not regulated by a separate contract, then accordingly of the General Terms for Providing Payment Services, Chapter IV Information on the Terms and Means of Communication between the User and the Bank..

### Obligations of the Merchant

The Merchant is obliged to:

- fulfill in due time its obligations under the Framework Agreement;
- sell products and/or services at its points of sale by acceptance payment cards or another payment instrument of the User, all in line with the terms and conditions foreseen in the Framework Agreement, in accordance with all applicable legislation regulating the acceptance of payment cards or other payment instrument, trade of goods and provision of services, financial operations and in accordance with the rules of payment with payment cards or other payment instrument prescribed by cards organizations;
- Enable the client payments with payment cards or other payment instruments at all points of sale of the Merchant, throughout the validity of its contractual relation with the Bank under the Framework Agreement, for the purchase of goods and/or services under the Merchant offer, at least at the price that equals the price that applies to cash or other type/method of payment and under no circumstance sell goods/services to Users at higher prices and with additional costs related with purchases based on payment cards or other payment services;
- Accept, as means of payment of goods and/or services under its offer, the contractual types of payment cards, if at the time of performance of payment transaction with such payment card, the information on the ban or restriction of its use is not known, being understood that possible bans or restriction in the use of these payment cards will be displayed on the screen of equipment enabling payments of goods and/or services by payment cards at the time of their use;
- Not to sell or advertise goods and services, which offer, sale or presentation undermines moral values, being understood that it is particularly forbidden to offer and describe goods and/or services provided in the Instruction;
- Ensure that the Bank processes payment transaction by payment cards of all issuers in accordance with the conditions and rules set forth in the Framework Agreement, as well as legislation regulating payment services, unless there is a ban or restriction of its use;
- Sell goods and/or services to Users irrespective of the issuing bank, in accordance with the terms and conditions under the Framework Agreement and applicable legal regulations;
- Decline payments by payment cards or other payment instrument aimed at collecting present debt and in order to collect receivables under non-honored checks;
- Use its registration number of set by the Bank in accordance with the Instruction and Framework Agreement;
- In case that for any reason should make refunds to the User with respect to sold goods and/or provided services, such refund will be made only through the payment card scheme and shall under no circumstances be carried out in cash or otherwise;
- Fully abide by security measure applied for card payments or other payment service, and set forth in the provisions of the Framework Agreement;
- Not to allow access to equipment necessary for technical performance of cashless payments to anyone except Bank employees or authorized person. In case of doubt, the Merchant is obliged to phone up the Customer Centre of the Bank and require further instructions;

- Adjust its operations with to requirements of Payment Card Industry Data Security Standards - PCI DSS Standard available to the Merchant at website [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org);
- Inform the Bank promptly in cases of breach of prescribed PCI DSS standards (data breach);
- If stipulated by card organizations, at the Bank request, provide adequate reports, filled questionnaires and completed required certification at authorized companies and bear all responsibility for accuracy of data provided to the Bank in accordance with the Framework Agreement, and in case the Bank sustains damage due to the Merchant acting otherwise, engages to fully indemnify the Bank;
- Procure prior written consent of the Bank for any use of card organization or bank sign as well as trademark that have not been indicated on advertising material provided to the Bank;
- Use advertising material provided by the Bank in accordance with Bank instructions;
- Store documentation related to payment transactions with payment card or other payment instrument during the required 13-month period from the date of performance of payment transaction, including but not limited to: slip, bill, summary turnover report;
- Settle its obligations towards the bank within terms under separate agreements, i.e. ensure appropriate coverage for the collection of due obligations on its account held at the Bank regarding the settlement of obligations toward the bank under the Framework Agreement;
- Inform the Bank on any change of provided Merchant data regarding the contractual relation, which are registered at a competent register of business entities and/or with another body and organization in accordance with applicable legislation, and take all appropriate action to ensure their compliance with provided data within 3 (three) working days from the date of publication of these data by a competent registry and/or another body and organization i.e. from the date of receipt of the decision on registration of these changes, and to submit them to the Bank for harmonization purposes, all in accordance with article 72 f the Law on Payment Services;
- Report promptly in writing any change of headquarter, mailing address, electronic address and/or change of basic data and residency status, failing which it shall irrevocably and unconditionally agree to bear all Bank expenses arising from research of these data and shall be obliged to immediately pay these expenses to the Bank at Bank call;
- Notify the Bank in due time on any criminal, litigation, misdemeanor or any other administrative or court procedure which may affect the fulfillment of obligations under the Framework Agreement, which have been instituted or conducted against the Merchant;
- Operate in accordance with legislation regulating personal data protection;

Obligations of the Merchant related with the use of payment card or other payment instrument acceptance services at POS terminals

The Merchant engages to:

- Procure POS terminal at its retail stores at own expense or use POS terminals owned by the Bank in which case it shall pay a fee to the Bank for the rental of POS terminals in accordance with separate agreements or Price List of fees;
- Should it use POS terminals owned by the Bank, it shall refrain from using them or ceding them for the purchase of goods and/or services of third parties;
- Adequately use and maintain functionality of POS terminals owned by the Bank and require their maintenance by the Bank if and when this is necessary under the conditions and rules of the Framework Agreement and Instruction, whereas in case of permanent damage, destruction or disappearance of Bank POS terminals, the Merchant shall be obliged to indemnify the Bank its purchase value, according to the Bank calculation;
- In accordance with Bank instructions, use advertising and information materials obtained from the Bank designating points of sale of the Merchant as locations where payment cards or other payment instrument are accepted and engages to place this material at the entrance of all points of sale, next to collection areas (cashiers) and other adequate locations, by clearly indicating the possibility of transaction by payment card;
- Refrain from selling goods and/or services to Users who are not personally present at the time of conclusion of transaction by

payment card or another payment instrument, without prior written consent of the Bank;

- Fully implement the Instruction obtained from the Bank and ensure that employees of the Merchant fully abide by the instructions received during training and, in case of change of employees at the Merchant, to convey instructions on the handling of POS terminals to newcomers or to inform the Bank accordingly to ensure training of newcomers at the Merchant;
- Fully abide by the rules set forth in the contractual documentation defining the collection process (safety checks, limits, authorization messages and other) – by the Bank;
- Fully abide by safety measures applied for transactions made with payment cards or other payment instrument, defined under this Instruction;
- Immediately or within the term and under conditions set forth in the Bank request, submit documentation related with the doubtful payment transaction, so as to enable the Bank to carry forward the claim procedure to the card organization;
- Incur possible expenses related with installation of new versions of application software or any other software and hardware upgrading of POS terminals that have not been rented from the Bank;
- Perform collection of goods and/or services at its points of sale by means of payment cards or other payment instrument of the User, as well as other related operations under terms foreseen in the Framework Agreement, the Instruction for the use of POS terminals and excerpt from Operating Rules of cards organizations; perform transfer of electronic data (transactions) with “end-of-day” function in accordance with Instructions in case the system fails to perform the end-of-day automatically, within 3 (three) working days from performance of transaction at the latest, therewith this rule is not applied in case of defect of POS terminal, in which case field intervention of the servicer is necessary with 7 (seven) working days deadline to remove the defect;
- Procure a list of contacts of technical personnel competent for all technical issues in cooperation with the bank, or within 24h of occurrence (except in case of statutory holiday working hours in which case the information shall be provided by the next working day upon occurrence at the latest), provide Incident Report, at least 24 h prior to performance of works provide information on planned works on the system used for the processing of payment cards or other payment instrument subject of the Framework Agreement;
- In case that the message displayed on the POS terminal screen suggests withdrawing payment cards or other payment instrument, to promptly advise the User that the payment transaction has been rejected (and that he/she needs to contact the commercial bank that issued the payment card), and then provide this information to predefined addresses of the Merchant for the purpose of subsequent communication with the Bank.

Obligations of the Merchant related with the use of payment card or other payment instrument acceptance services at internet points of sale.

The Merchant engages to:

- Provide at own expense technical conditions for MPI integration, as well as its maintenance and further development, either by engagement of own resources or resources of the System Integrator;
- Be obliged to immediately advise the Bank of all established defects or unusual behavior of the internet point of sale of the Merchant;
- Require the Bank to provide electronic authorization of each payment transaction on the internet point of sale regardless of its amount and is required to enter authorization number and keep data in the records of the payment transaction at the internet point of sale in accordance with the operating Instructions of the internet point of sale;
- Submit to the Bank a summary report on turnover for a certain day exclusively by electronic means, in accordance with the Instruction;
- Not to forward to the Bank Customer data via internet or e-mail to any other electronic mail address, or to any other service, except those defined in the Framework Agreement;
- Agree to accept all payment transactions at the internet point of sale at its own risk, and bear all material and other liability arising from abuse of payment cards at its internet point of sale;
- At the request of the Bank, proceed in accordance with the request for revision of source code of the internet point of sale;

- As part of IPM, in an unequivocal, clear and intelligible manner for the User: disclose basic business data of the Merchant, publish exact description of offered goods and/or services, including their price expressed in the currency of the internet payment transaction – dinar (RSD), describe the manner of delivering goods/services with special focus on the deadline for delivering purchased i.e. ordered goods/services as well as the terms of debiting the account of the payment card or other payment instrument, disclose the terms of claims – payments, fees, refunds or restitution of goods, as well as other information set forth in the operating instruction of the Internet Point of Sale;
- Following each successful electronic authorization for electronic purchase, submit to the User a certificate of purchase and/or order or goods/services in accordance with the Operating instruction of the internet point of sale, which it shall submit to the User electronically, by e-mail to the registered e-mail address of the User and by means of notification in web form adapted for printing;
- For goods and / or services delivered and/or performed at the address of the User, provide and save a certificate of takeover of goods (i.e. delivery note or certificate of performed service or similar) signed by the User or authorized representative of the User whereby the User or his authorized person confirms the takeover of goods and/or provision of service;
- Keep logs on the activation of services and/or logs on submission of electronic voucher by e-mail if the Merchant enables the use of goods and/or services immediately after payment;
- Safely keep sensitive data on payment cards and on other payment instruments and authorizations under these payment instruments of the User in accordance with legislation regulating the area of personal data protection;
- Address the Bank any objection regarding payment cards or other payment instrument operations in writing, immediately or within 30 (thirty) days from the date of transaction at the internet point of sale, whereas the Bank shall inform the Merchant on the status of his objection.

#### **VII Acceptance of payment cards or other means of payment at internet points of sale of the Merchant and safety measures**

At the time of sale of goods and/or providing services to User, the Merchant shall fully abide by procedures and safety measures, which have been described in details in the Instruction available to Merchants on the Bank website [www.otpsrbija.rs](http://www.otpsrbija.rs) and/or in printed form in Bank branches.

The Bank drafts and submits Merchants an Instruction under which banks define general, technical, safety and special conditions which the Merchant must meet in order to use payment card or other payment instrument acceptance services. By establishing contractual relations with the Bank regarding the use of services, the Merchant confirms that it has received, read, understood and accepted the obligation to fully apply the instruction.

Safety measures regarding User payment cards and other payment instruments acceptance at the point of sale of the Merchant are regulated by the Instruction, and by establishing contractual relations with the Bank, the Merchant engages to respect prescribed safety measures for this type of service, depending the type of service that it uses.

The Merchant shall respect the messages of the system for the payment of goods and/or services by use of payment cards or other payment instrument displayed on the POS terminal screen or which he receives from the Bank authorization centre.

#### **VIII Use of payment instrument for instant transfer of approvals at point of sale of the Merchant, through infrastructure of the payment system in which it performs instant transfer of approvals**

The Bank engages to enable Merchants acceptance of a payment instrument which use at the point of sale of the Merchant may trigger the request for payment at the point of sale, in accordance with the Decision on general rules of performance of instant transfer approvals.

The Bank shall allow Merchants to accept and process standardized two-dimension designations – QR (Quick Response), namely:

- 1) On the bills – invoices of the payment recipient for the purpose of performing transfer of approvals, including when

the transfer of approvals is performed as instant transfer of approvals under these bills– invoices;

- 2) At the point of sale for the purpose of initiating instant transfer of approvals by use of payment instrument.

#### **Notification following performance of instant transfer order under payment request at the point of sale**

The Bank is obliged, immediately following receipt of notice on the performance of instant transfer order, based on a request for payment at the point of sale of the Merchant, to submit to the Merchant by means of equipment and/or application software at the point of sale of the Merchant and allow the Merchant to store and reproduce in unaltered form, at least the following information:

- 1) Clear information that the request for payment has been performed;
- 2) Reference designation to uniquely identify the performed payment transactions at the point of sale of the Merchant, in accordance with operating rules of the payment system where the instant transfer order is carried out based on payment request at the point of sale;
- 3) Currency and amount of performed payment request.

It shall be considered that the payment at the point of sale of the Merchant has been made once the Bank submits to the Merchant information under the previous paragraph of this heading, therewith if the Merchant does not receive this information within required term from initiation of instant transfer of approval at the point of sale, in accordance with applicable legislation, it shall be considered that the payment at the point of sale has not been performed.

#### **Refund of payments at points of sale**

The issuer is obliged to enable the User, following debit of payment account made on the basis of request for payment at point of sale, under terms set forth in the Framework Agreement, to submit a request for refund of assets based on that debiting (hereinafter: Request for refund) under such request for any of the following reasons:

- 1) The User received information that the instant transfer order has been performed, based on the payment request at the point of sale of the Merchant, whereas the Merchant claims that he has not obtained that information, and consequently did not deliver the goods or services;
- 2) The User received the information under the previous point but claims:
  - that the payment request at point of sale of the merchant was made several times by mistake;
  - that the payment request at the point of sale of the Merchant was carried out in an amount exceeding the amount set for payment of the goods and/or services;
  - that the User performed otherwise and under another request the payment of goods and /or other services at the same point of the sale of the Merchant.
- 3) The User and Merchant obtained information under the subheading of the Notice after performance of the instant transfer order on the basis of request for payment at the point of sale but the User claims that, despite performed payment at the point of sale, the Merchant failed to deliver the goods and services.

In cases under paragraph 1 of points 1 and 2 of this subheading, the Issuer is obliged to enable the User to submit the refund request immediately after receiving information under subheading Notice, after the execution of the instant transfer order on the basis of payment request at the point of sale, or within 13 (thirteen) months from the date of debit of payment account of the User.

In case under paragraph 1 point 3 of this subheading, the Issuer is obliged to enable the User to submit the refund request within 4 (four) months from expiry of term for delivery of goods and/or provisions of services, or within 13 (thirteen) months from the date of debit of payment account of the User.

The issuer is obliged, immediately upon receiving the refund request of the User, to determine the reason under paragraph 1 of this subheading for the submission of the request; whether it has been submitted within prescribed term, and whether the Merchant properly performed the User's request for payment at the point of sale of the Merchant, and it shall especially determine whether this payment

request and instant transfer order contained all data necessary for its proper execution.

When a refund request is submitted for reasons set forth in paragraph 1 point 3 of this subheading, the issuer is required to also obtain from the User a proof that it approached the Merchant in relation to undelivered goods or services.

Should it determine that it is responsible for improper performance of payment request at the point of sale of the Merchant, the Issuer shall be obliged to immediately refund to the User the amount of the improperly executed payment request at the point of sale, i.e. to reset the User payment account to balance that it would have been had it not been for the improper execution of the payment request at the point of sale.

Should it determine that the refund request has been submitted in due time and that it has correctly executed the challenged payment request at the point of sale – The Issuer shall be obliged to promptly submit to the Bank a request for refund (hereinafter: Issuer's refund request), which he may also do in case under paragraph 3 of this Article.

The issuer is also obliged, on the following working day from the date of submission of the refund request of the issuer at the latest, to also submit to the Bank the documentation and proof at its disposal related with the refund request. Should the Bank demand refund for reasons set forth under this subheading in paragraph 1 point 2, line second, the Issuer may require the Bank to refund the difference between the amount under the payment request at the point of sale of the Merchant and the amount determined for the payment of goods and/or provision of services, and to state the amount of such difference.

Upon receiving the refund request from the Issuer, the Bank shall be obliged to immediately proceed to refund to the Issuer under such request. Exceptionally and if it had not received the request of the Issuer for refund, the Bank shall be obliged to immediately proceed to refund to the Issuer and the Issuer is required, following receipt of these funds, to immediately credit the payment account of the Client in the following cases:

- 1) If the Merchant required the Bank to make the refund in accordance with the Framework Agreement;
- 2) If the Bank has established that, due to incorrect data in the payment request at the point of sale of the Merchant, or due to technical reasons, the Merchant did not provide information under subheading Notice following execution of instant payment order, based on payment request on the point of the sale.

Upon receiving the Issuer's refund request, and if it has already refunded assets under the disputed payment request at the point of sale of the Merchant, in accordance with the previous paragraph of this subheading, the Bank shall immediately submit to the Issuer information and appropriate related proof.

If following refund of that amount, the Bank determines that the request for refund is not justified, , the Bank shall be entitled within 15 (fifteen) working days from receipt of refund request of the issuer, with submission of appropriate proof , to require the Issuer to refund to the Bank the financial assets that were subject to this refund, in which case the Issuer shall be obliged to promptly refund these assets to the Bank, whereas the issuer may not submit to the Bank once against a request for refund based on the same request for payment at the point of sale. The Issuer and the Bank may otherwise resolve the disputed request for payment at the point of sale under terms prescribed by law, i.e. operating rules of the payment system in which the instant transfer order has been carried out on the basis of that order.

If within 15 working days from receipt of refund request of the Issuer, the Bank fails to submit to the Issuer a proof that the request for refund is unjustified, it shall be considered that the refund request is justified and the Issuer shall immediately credit the payment account of the User for the amount under the executed contested payment request at the point of sale of the Merchant..

Whenever it debits the payment account of the User on the basis of refund of the amount under the request of the refund issuer – the issuer is obliged to immediately inform the User that refunded assets have been put at his disposal, under terms set forth in the Framework Agreement.

In order to ensure smooth, safe and efficient use of payment instrument for the issue of request for payment at the point of sale, the Issuer and Bank apply all reasonable measures and mutually cooperate in relation to the use of this payment instrument, documents sharing and proof related to resolving request for refund based under such use, as well as by making corrections of possible errors made by the User and Merchant regarding the refund request related with this use.

#### **Recognition of payment instrument at the point of sale of the Merchant and identification of payment transaction at the point of sale**

The issuer and the Bank are obliged to ensure that the payment instrument used for the purpose of issuing payment requests at the point of sale as well as point of sale of the Merchant where this payment instrument is accepted, are electronically and visually recognizable and uniformly marked by use of IPS signs – an abbreviation of Instant Payment Serbia, which serves as material and digital name, expression, symbol or a combination thereof designating the payment instrument and the point of sale of the Merchant, in order to enable the User and Merchant to identify this payment instrument beyond doubt.

In order to ensure proper identification of each collection location of the Merchant where a request for payment at the point of sale may be issued, the Bank shall be obliged to define a unique identification designation for each such collection location.

The Issuer and acceptor are obliged to ensure that the payment request at the point of sale of the Merchant and instant transfer order under such request contain ID signs under the previous paragraph, as well as a sign that at issue are payment transactions initiated at the point of sale (category instant transfer of approvals) and sign of that Merchant as recipient of payment (Merchant category) in accordance with designations set forth under the payment system operating rules in which the instant transfer of approval is carried out on the basis of such request.

#### **Special obligations of the Bank in relation to the Merchant for use of payment instruments at the point of sale**

The Bank is required to provide documentation that regulates in details Merchant conduct in relation to accepting a payment instrument at the point of sale of the Merchant and prior to beginning of acceptance of payment instrument, organize training of persons assigned to these operations at the Merchant and submit them these documents, and in particular should ensure that the Merchant:

1. Meets all necessary conditions for accepting payment instruments at the point of sale of the Merchant, in line with legislation and the Framework Agreement, including possible technical requirements of the Bank (e.g. use of special equipment, certain application software etc.)
2. Proceeds in accordance with documents of the Bank providing detailed instructions for actions regarding the use of payment instrument at the point of sale of the Merchant;
3. Apply measures necessary for data protection that become available to the Merchant, at the time of performance of instant transfer of approval;
4. Refrain from gathering and storing data on the number of payment accounts of the Users - consumers;
5. In case of executed request for payment at the point of sale of the Merchant, resolves directly with the User any possible claim related with the goods and/or services or payment related to the sale;
6. Within terms set under the Framework Agreement, at the request of the Bank, submits documentation and proof related with the request for refund received by the Bank;
7. Responds to cases of abuse and fraud committed by persons hired by the Merchant by use of equipment and/or application software for the use of payment instruments for instant transfer of approvals
8. Allow the Bank smooth control of all points of sale of the Merchant at which the acceptance of payment instrument has been enabled for the purpose of controlling compliance of this such acceptance with legislation, the Framework Agreement and good business practice;
9. Post IPS signs at a conspicuous point of sale of the Merchant (e.g. at the entrance of the sale facility, next to the cash register, on the website etc.);

10. In case of use of payment instrument at the internet point of sale, submit the Bank information on the outcome of payment of goods and/or services in a way that enables the payer to store and reproduce this information in an unaltered form, therewith this information should contain at least:
  - o Order form number;
  - o Date and time of order form;
  - o Clear information on whether payment at the point of sale has been performed;
  - o If the sale at the point of sale has been performed – reference designation of the payment transaction in order to identify the payment transaction at the point of sale of the merchant which the Merchant submits to the Bank, and currency and amount of that payment transaction;
11. Immediately inform the Bank on any unusual conduct or irregularities related with the internet point of sale of the Merchant;
12. Accept a payment instrument at the point of sale of the Merchant solely for the sale of goods and/or services under its activity registered at the competent body, in accordance with legislation and the Framework Agreement
13. Have the possibility to independently refund financial assets related with the performance of payment at the point of sale of the merchant under terms set forth in the Framework Agreement.

The Bank is also obliged to ensure constant possibility of instant transfers of approvals on the equipment and /or applicative software used for accepting payment instruments at points of sale of the merchant, by ensuring continuous business operations in accordance with the decision regulating minimum standards of management of financial institution's information system.

If it enables acceptance of payment instrument to the Merchant for the issue of payment request at the point of sale where the payment transaction is initiated and performed without physical presence of that Merchant, which is not an internet point of sale – the Bank shall be obliged to also provide the following:

- 1) Instruction for issue of payment request at the point of sale of the Merchant which the User may access in physical or electronic form directly at the point of sale of the merchant and which contains a clear description of this manner of payment;
- 2) Submit also as printout to the User information of the Merchant on performed order for instant transfer of approvals based on the request for payment at the point of sale;
- 3) Allow the Merchant to directly submit the request for claim in case the User performed an instant transfer of approvals in an amount that exceeds the value of purchased goods and/or services.

Pursuant to paragraph 1, provisions under 3) and 4) of this subheading, the Bank is obliged to specifically secure the following:

- 1) In case of issue of payment request at the point of sale of the Merchant, by presenting the payer, to ensure that the presented data are not shown on the equipment and/or application software used for accepting payment instruments at the point of sale of the Merchant, except data regarding the currency and amount, which may be shown if QR contains such information;
- 2) Following execution of payment order at point of sale of the Merchant, to refrain from disclosing data identifying the User – consumer, i.e. to ensure protection of that information from Merchant viewing.

## IX Transfer of Turnover

Following performance of payment card or other payment instrument acceptance service at the point of sale of the Merchant, the Bank transfers to the Merchant the funds related with performed payment transactions of the User for the purchase of goods and/or services at the point of sale of the Merchant (hereinafter: Turnover), under terms, conditions and deadlines set forth in separate contracts and these General Terms.

The Merchant is obliged to perform daily control of automatic transfer of payment transactions for processing from all POS terminals i.e. Internet points of sale, in accordance with the Instruction. If for any reason the turnover has not been automatically transferred, the Merchant is obliged to transfer the turnover immediately, i.e. by the first subsequent working day after the date of the last successfully transferred turnover.

The Bank is obliged to perform the control, harmonization and calculation of Merchant turnover on the working day that follows the date of submission of turnover by the Merchant. In case of any mismatch regarding the calculation, the Merchant shall be obliged to submit all relevant data at the request of the Bank, in order to proceed to harmonization.

Under payment transactions at the point of sale of the Merchant, the contractual parties agree that the Bank shall pay the Merchant the summary report amount decreased with the amount of fees, within a term set forth in the separate agreement.

In case of doubt that the payment transaction might be contrary to applicable legislation regulating trade of goods and services, financial operations and legislation regulating the area of payment services, or contrary to rules defined by cards organizations or in case of claim, the Bank reserves the right to extend the term for the transfer of turnover.

The Bank is entitled to decrease the turnover amount for the amount of claim, if it has been filed, until final resolution of claim in accordance with the rules of cards organizations and with the provisions of the Framework Agreement.

In case an arbitration procedure is opened at the competent card organization in relation to a claim, in case of loss of arbitration procedure, the Bank shall be entitled, in addition to the amount of claimed payment transaction, to debit the Merchant for additional arbitration expenses.

In all cases when it has been determined that the payment transaction has been carried out contrary to the provisions of the Framework Agreement, or as the result of abuses, or error or failure of the Merchant, the Bank shall be entitled:

- To decrease subsequent payments for such a payment transaction;
- Not to pay the Merchant such a payment transaction;
- Ask the Merchant to refund the payment and not to have any subsequent financial obligations under these payment transactions.

The Bank shall not be considered liable for possible losses of the Merchant in case of untimely submission of payment transactions for processing.

## X Merchant Service Charge

The Bank and Merchant negotiate the amount, calculation and service charge related with acceptance of payment cards which the Bank provides to the Merchant – merchant service charge, pursuant with separate agreement as constitutional part of the Framework Agreement, in accordance with the valid Price List of fees.

The Bank is entitled to fee set forth in the previous paragraph expressed as percentage of the total gross value of the delivery of goods and/or service by use of payment cards by the User at the points of sale of the Merchant. The Bank calculates and charges the Merchant a fee by decreasing the amount of contractual fee belonging to the Bank from the amount which it pays to the Merchant in relation to received assets and payment transactions arising from use of payment cards at the point of sale of the Merchant.

For each installed POS terminal, which the Bank provides to the Merchant, the Merchant shall be obliged to pay the Bank a monthly fee related with the use and maintenance of POS terminal in accordance with the Pricelist of fees. The fee under POS terminals shall be charged on the last working day of the month for the current month.

The fees shall be calculated by dividing the total monthly turnover with payment cards on all POS terminals in the previous month with the number of terminals provided to Merchants in the current month and/or by type of POS terminal in accordance with the Pricelist of fees.

## XI Collateral and collection of due receivables by the Bank

The Bank decides about the selection of collateral in each individual case, on the basis of a business decision and the estimate of creditworthiness of the Merchant and negotiates it with the Merchant under a separate agreement.

In case of deterioration of creditworthiness of the Merchant during the contractual relation, the Bank shall be entitled to require additional



collateral from the Merchant. Furthermore, if during the use of payment card acceptance service, contractual and provided collateral becomes inadequate or insufficient or unenforceable, the Bank may require additional collaterals from the Merchant, to the satisfaction of the Bank.

During the validity of the contractual relation, the Merchant may submit a request for the replacement of collateral to the Bank, and the Bank shall perform analysis of collateral in accordance with its credit criteria and render a decision on the acceptance or rejection of offered collateral.

In case of insufficient funds for full settlement of Bank receivables from the Merchant on date of debit, the Bank shall calculate a default interest onto the amount of due and outstanding debt under the Framework Agreement, in accordance with the law and pursuant to separate agreement and shall temporarily block and unable the Merchant further use of payment card acceptance service, until the Merchant secures enough funds on its account for the full settlement of all due Bank receivables. The Bank accrues default interest on a daily basis.

For the collection of its due and outstanding receivables arising out of or in relation with Framework Agreement, the Bank uses collaterals set forth in separate agreements.

Should there be a lack of funds on the account of the Merchant to cover due debit of the Merchant related for the use of payment card or other payment instrument acceptance service, the Bank shall be authorized and entitled to debit any other account of the Merchant opened and kept at the Bank.

In case that the Bank fails to collect any receivable that may arise out of or in connection with the Framework Agreement through contractual collaterals, the Bank shall be entitled to collect its due and outstanding receivable through any other legally permitted mean, including by opening appropriate court procedure.

The Merchant accepts that the business books, accounting books and other documents of the Bank may serve as proof of Merchant debt.

## **XII Claims**

Claim in the sense of General Terms implies the following:

- If the User approaches the Bank with a written objection related with a payment transaction performed at the point of sale of the Merchant;
- If another bank or financial organization inland or abroad approaches the Bank in relation to a payment transaction carried out by accepting a payment card or other payment instrument at the point of sale of the Merchant;
- Written objection from the Merchant addressed to the Bank.

The Merchant shall be obliged, in case of a claim, to submit all required documents at Bank request, including but not limited only to proof of delivery of goods or services under terms and conditions defined in the Bank request.

Should the Merchant fail to act as set forth in the previous paragraph, he shall be obliged to fully indemnify the amount claimed by the User.

All claims related with legal and material defects of the sold goods and /or services at the internet point of sale of the Merchant shall not be considered a claim in the sense of these General Terms and shall be resolved in direct contact between the Merchant and User, without the participation of the Bank.

The Bank shall be entitled to indemnify the damage decreased with subsequent payments to the Merchant or require indemnification from the Merchant. The Merchant is obliged to indemnify the Bank all amounts arising from the claim of the User, of another bank or financial organization, based on payment transactions performed by acceptance of payment card or other payment instrument at the Merchant point of sale within a term not exceeding 3 (three) working days from the date of reception of request for indemnification from the Bank.

## **XIII Act of God**

The Merchant and Bank agree that no contractual party shall assume responsibility for the loss, damage or non-fulfillment of conditions from the Framework Agreement caused by an Act of God.

As per these General Terms, an Act of God means natural events and actions of third persons (enactments of the Parliament of the Republic of Serbia, of the Serbian government, of the National Bank of Serbia and other regulators) outside the control of contractual parties, which cannot be foreseen or avoided at the time of signature of the Framework Agreement.

Natural events and actions of third persons considered an Act of God arise after the entry in force of the Framework Agreement and prevent the fulfillment of contractual obligations of either contractual party.

The advent and cessation of an Act of God is subject to written notification to the other contractual party.

In case of an Act of God, the fulfillment of an obligation by a contractual party affected by an Act of God shall be automatically extended, without entering default during the period of duration of the Act of God.

Should it be necessary to postpone the fulfillment of obligations under the Framework Agreement by more than 3 (three) months as the result of the Act of God under this Agreement, the parties shall negotiate new conditions for implementing the Framework Agreement or conditions for Framework Agreement termination.

## **XIV Information on the terms and means of communication between the Merchant and the Bank**

Communication between the User and the Bank shall be maintained through communication channel selected by the User in accordance with provisions separate contract, and if it is not regulated by a separate contract, then accordingly of the General Terms for Providing Payment Services, Chapter IV Information on the Terms and Means of Communication between the User and the Bank.

## **XV Information on Merchant protection**

Should the Bank fail to abide by the provisions of the Framework Agreement, applicable legislation and good business practice regarding payment services from the aspect of acceptance of payment cards or other payment instrument, or applies unfair contractual provisions and dishonest business practices related with payment cards or other instrument acceptance services, the Merchant shall be entitled to protect its rights and interests in accordance with legislation regulating the protection of users of payment services, all in accordance with the General Terms of providing payment services, Chapter XIX Information on the protection of Users , subheading Protection of Users – entrepreneurs and subheading Protection of Users – legal persons.

## **XVI Amendments and supplements to Framework Agreement and right of termination**

### **Amendments and supplements to Framework Agreement**

Amendments and supplements to the Framework Agreement are defined in the General Terms for providing payment services, Chapter XVIII Conditions for amendments and supplements to Framework Agreement and right of termination, subheading Amendments and Supplements to Framework Agreement and General Terms at Bank proposal.

### **Termination of Framework Agreement**

The right to termination of the Framework Agreement is regulated by the provisions of the General Terms for providing payment services, Chapter VI Conditions for opening, maintenance and closure of payment accounts and chapter XVIII – Conditions of amendments and supplements to Framework Agreement and right to termination – subheading: Right to termination of the Framework Agreement at Bank request and subheading Right of termination to Framework Agreement at User request.

The Bank may unilaterally terminate the Framework Agreement in the following cases:

- If the Merchant uses POS terminals i.e. MPI contrary to the Instructions and the provisions of the Framework Agreement;





- In case of threat from major system damage;
- If in the estimate of the Bank, the volume of Merchant operations through POS terminals and internet point of sale represents a major obstruction to further continuance of cooperation with the Merchant;
- In case it has been determined that the Merchant failed to honor obligations assumed under the Framework Agreement i.e. if it failed to remove the observed lapses within the required term.

Exceptionally, the Bank may terminate the Framework Agreement without period of notice in case of major abuse of lost, stolen or counterfeit payment cards, i.e. in case of any other abuse of means of cashless payments (including but not limited to sale of goods and services prohibited by law) or in case of occurrence any other reason for rejecting or reducing payments under the General Terms, Chapter IX Transfer of Turnover.

Following expiry of contractual relation, the Merchant shall be obliged to remove all the signs of card organizations and of the Bank from its points of sale and to immediately restore to the Bank all POS terminals owned by the Bank, as well as all advertising material received under the Framework Agreement, in the possession of the Merchant at the time of expiry of contractual relation.

Notwithstanding the termination of the Framework Agreement, the Merchant is liable for all claims related with payment transactions arising at the points of sale of the Merchant until completion of claim procedure in the payment card scheme pursuant to the provisions of the Framework Agreement.

#### **XVII Confidentiality and protection of payment operations data**

For the purpose of performing its activity, the Bank processes certain personal data under terms and conditions prescribed by General Terms – Chapter XX Confidentiality and Data Protection of Payment Services.

#### **XVIII Transitional and closing provisions**

The provisions of the General Terms take effect on the date of their adoption at the session of the Board of Directors held on June 13<sup>th</sup> 2019, and are applicable as of August 21<sup>st</sup>, 2019. This consolidated version of General Terms has been made from the integral wording of the General Terms adopted at the session of the Board of Directors held on November 29<sup>th</sup>, 2018, amendment and supplements adopted at the session of the Board of Directors held on January 16, 2019 and from these amendments and supplement to the General Terms, and the business name of the Bank, was updated in this document in accordance with the Decision of the Board of Directors dated September 20<sup>th</sup>, 2019.

**BOARD OF DIRECTORS OF THE BANK**