

Pursuant to Article 73, paragraph 1, item 5 of the Law on Banks ("Official Gazette of the RS", Nos. 107/2005, 91/2010, 14/2015 and 19/2025), in accordance with the provisions of the Law on Payment Services, as well as Article 36 of the Articles of Association of Adriatic Bank JSC Belgrade (hereinafter: the Bank), the Bank's Board of Directors hereby adopts the following

## GENERAL TERMS OF USE OF DEBIT CARDS

### I. INTRODUCTORY PROVISIONS

Basic information about the Bank:

Business name: Adriatic Bank JSC Belgrade

Head office: Municipality: Belgrade – Palilula, No. 22, Dalmatinska Street, 11 000 Belgrade

Tax Identification Number (TIN): 100003148

Registration number (RN): 07534183

Account number with the National Bank of Serbia: 908-14501-28

Bank website: [www.adriaticbank.rs](http://www.adriaticbank.rs)

E-mail address: [client.service@adriaticbank.rs](mailto:client.service@adriaticbank.rs); [office@adriaticbank.rs](mailto:office@adriaticbank.rs)

Call centre: +381 11 33 06 300

Work permit issued by the National Bank of Yugoslavia, Decision no. 269 dated 12/11/1990.

Supervision of the Bank business operations, as well as the supervision of the Bank operations related to providing payment services in the Republic of Serbia, is performed by the National Bank of Serbia (hereinafter: NBS), with the registered address in Belgrade, No. 12, Kralja Petra Street and No. 17, Nemanjina Street, in accordance with the legislation governing the business operations of banks.

The Bank, as a provider of payment services, by these General Terms of Use of Debit Cards (hereinafter: the Terms), which form an annex and integral part of the General Terms of Providing Payment Services to Natural Persons and Entrepreneurs, as well as the General Terms of Providing Payment Services to Legal Entities (hereinafter collectively: General Terms), in accordance with the Law on Payment Services (hereinafter: the Law), provides information to clients regarding the use of debit cards and regulates mutual rights and liabilities of the Bank and natural persons, entrepreneurs, and legal entities (hereinafter: the Client).

General Terms and these Terms are considered an integral part of the individual Agreement on Issuance and Use of Cards (hereinafter: the Agreement), which, together with the following documents:

- Agreement on Opening and Maintaining Accounts
- Tariff of fees for the Bank payment services (hereinafter: the Tariff)
- Timetable
- Terms for specific services/products of the Bank, whether they are an integral part of an individual Agreement or available to clients on the Bank website and/or on the Bank premises accessible by payment service users

constitute the Framework Agreement on Payment Services (hereinafter: the Framework Agreement), as a single whole within the meaning of the law, which is deemed concluded for an indefinite period.

It is considered that the Client has concluded the Framework Agreement by signing the Agreement on Opening and Maintaining Accounts. The Framework Agreement contains a provision on acceptance and application of the relevant General Terms, which form an integral part thereof. The application of these Terms as an integral part of the Framework Agreement begins on the date of signing the Agreement on Issuance and Use of the Payment Card, unless otherwise specified in the Agreement.

The individual application of these Terms to contractual relations with clients is ensured by the conclusion of a written Agreement between the Bank and the Client, whereby the Bank is obliged to apply these Terms, the relevant General Terms, and the Special Terms for specific services/products of the Bank also to existing business relationships, within the meaning of the law, between the Bank and the Client arising from other forms of business cooperation, in accordance with the regulations and acts of the Bank in force at the time, and without separately concluded Agreement.

## II. DEFINITIONS OF SPECIFIC TERMS

**Client** is a natural person (resident or non-resident), entrepreneur, farmer, or legal entity that holds a payment account with the Bank and has concluded the Agreement on Opening and Maintaining Accounts with the Bank, or has addressed the Bank to use its payment service;

**Payment account** (hereinafter: the Account) is an account opened by the Bank for the Client under the Agreement and these General Terms, to be used for payment transactions and other purposes related to services provided by the Bank to payment service users;

**Payment transaction** means the transfer of funds to the merchant's payment account, initiated by the payer, or another person on their behalf, or by the merchant, regardless of the legal relation between the payer and the merchant;

**Merchant** is the recipient of payment, that is, a natural person or legal entity designated as the recipient of funds that are subject to a payment transaction based on a payment card;

**Payment transaction based on a payment card** is a payment transaction initiated and executed through the use of a payment card via card-based, telecommunication, digital, or information and technology device or software, in accordance with the business rules of card payment systems and by using the infrastructure of those systems, and which is not considered a credit transfer or direct debit within the meaning of the law governing payment services;

**Payment order** means any instruction to the Bank given by the Client, as payer or payee requesting the execution of a payment transaction;

**Payment instrument** means any personalized device and/or a set of procedures agreed between the Client and the Bank, which the Client uses to issue a payment order;

**Spent funds** represent the sum of all accounting-recorded transactions carried out in the country and/or abroad by using the debit card, including applicable fees, commissions, and charges;

**Reserved funds** refer to authorized transactions that have not yet been recorded in the accounts;

**Available funds** represent the difference between the accounting balance of the account and the spent funds, as well as any reserved funds;

**Payment card** is a payment instrument in the form of a physical or electronic card used to initiate a payment transaction;

**Debit card** is a payment card used to initiate a debit card transaction, including prepaid cards and any other payment card that is not a credit card;

**Prepaid card** is a payment card on which electronic money is stored and which is used to initiate a debit card transaction;

**Debit card transaction** is a payment transaction based on a payment card that is not a credit card transaction;

**Payment instrument based on a payment card** is any payment instrument, including a payment card, computer, mobile phone, or any other technical device containing a payment application, which enables the payer to initiate a payment transaction based on a payment card;

**PIN / personal identification number** is a numeric code known only to the Client, which enables Client identification when using the card at ATM and POS terminals, and which is strictly confidential;

**CVV2 code** is a three-digit number located on the back of the card, and used to verify the card during online payments;

**ATM / automated teller machine** is an electromechanical device that enables card users to deposit and/or withdraw cash and/or use other services (e.g., transfer of funds, balance inquiry, etc.);

**POS terminal** is a device installed at a point of sale or counter of the payment service provider, that enables the use of cards, whereby information on payment transactions is recorded electronically (EFTPOS);

**Payment card scheme** is a unified set of rules, practices, standards, and/or operational guidelines for executing payment transactions based on payment cards, including a specific body, organization, or entity that makes decisions regarding the operation of this system and is responsible for the system functioning;

**Digital Wallet Service Provider** is a domestic or foreign legal entity providing digital wallet service, with which the Bank has established business cooperation to enable its clients to add and use payment cards issued by the Bank in the form of a Digitized Card;

**Digital wallet** is a software solution of the Digital Wallet Service Provider used for payments initiated via mobile device, enabling the addition of payment cards into the application for the purpose of their digitization and use at points of sale, ATMs, as well as on merchant websites and applications that support this method of payment. The digital wallet is an application through which the Client can make payments at POS terminals by using contactless reading option, both in the country and abroad, via devices equipped with wireless NFC / Near Field Communication, as well as in applications and on websites of merchants that accept this method of payment for specific digital wallet service providers;

**Digitized card** is a secure access method that replaces the data of a physical payment card with an anonymous token in the digital wallet, enabling the Client to perform contactless payment transactions at points of sale, cash withdrawal locations, and ATMs that support wireless data transfer;

**Mobile device** is a device on which the digital wallet is installed, as contracted by the user with the Digital Wallet Service Provider;

**Unauthorized payment transaction** carried out by using a card is a payment transaction resulting from the use of lost or stolen cards, that is, a payment transaction for the execution of which the Client has not given consent in the form and manner determined by the payment services agreement between the Client and the card issuer;

**Authorization centre** means a third party engaged for the purpose of data processing, authorization of payment transactions, and provision of continuous telecommunication access to official payment system organizations (e.g. VISA International, DinaCard);

**Processor** is a person/entity providing technical services of processing and/or transmitting the payment order between the acquirer and the issuer.

### III. DEBIT CARDS

#### 1. TYPES OF DEBIT CARDS AND TERMS UNDER WHICH THE BANK ISSUES THEM

The Bank issues to clients DinaCard debit cards, valid for payment in the country, and VISA debit cards, valid for payment both in the country and abroad, under the terms established by the Framework Agreement, General Terms and these Terms.

A debit card is issued with a validity period of up to 4 years.

The Bank issues a debit card for which, in payment transactions in the country, the processing, clearing, and settlement of transfer orders resulting from its use are carried out within the payment system in the Republic of Serbia (DinaCard), based on a previously submitted written Request for Issuance of the Debit Card by the Client (hereinafter: the Request) and a concluded Framework Agreement.

The Bank issues a debit card for which, in payment transactions in the country, the processing, clearing, and settlement of transfer orders resulting from its use are not carried out within the payment system in the Republic of Serbia (VISA debit cards), only at a special written request of the Client, the user of payment services, and a concluded Framework Agreement, and only if such user has already been issued a payment card referred to in the previous paragraph for initiating payment transactions from the same current account.

A debit card may be used for cash withdrawal at ATMs, payment for goods and services at POS terminals in the country and abroad, and payment for goods and services via the internet where the logo of DinaCard and VISA card organizations is visibly displayed.

Delivery of the debit card and the corresponding PIN code for natural persons is carried out by mail to the address provided by the Client to the Bank in accordance with the General Terms, or on the Bank premises accessible to payment service users.

Delivery of the debit card and the corresponding PIN code for entrepreneurs and legal entities is carried out on the Bank premises accessible to payment service users.

Regardless of the debit card, the Bank delivers to the Client a PIN code (personal identification number), which may be used only together with the debit card for the authorization of payment transactions, only in the manner regulated by the General Terms and these Terms.

The Client receives from the Bank a PIN code which they are obliged to memorize, keep strictly confidential, and not store it in written form near the debit card. The only person who has access to their PIN code is the Client in whose name the debit card is issued.

When withdrawing cash at an ATM, as well as when paying for goods and services at POS terminals, the Client is identified by entering their PIN or by signing the document confirming the payment transaction (hereinafter: slip), except in the case of contactless payments/cash withdrawals in the amount lower than the amount defined by the card organizations or the bank of the payee/issuer, for which PIN entry is not required.

The number of unsuccessful PIN entry attempts is limited to three.

After the third incorrect PIN entry, the PIN will be blocked. If the Client has entered the PIN incorrectly three times on:

- POS terminal, the PIN will be blocked directly on the chip of the debit card. The debit card is unblocked when it is used at any ATM by the correct PIN entry (a balance inquiry is sufficient action for automatic PIN unblocking).
- ATM, the Client must contact the Bank for PIN unblocking/return of the debit card which will be retained if it is inserted into the ATM slot.

The debit card is the property of the Bank, and only the Client is authorized to use it, while any use by other persons is forbidden.

The validity period of the debit card expires at 24:00 hours on the last day of the month and the year indicated on the debit card. It is forbidden to use the debit card after its expiry date, or after it has been declared invalid, or after the termination of the Framework Agreement between the Bank and the Client.

At the Client's request and based on their written consent, the Bank issues up to two additional debit cards for natural persons, and an unlimited number of additional debit cards for legal entities and entrepreneurs. The primary debit card for legal entities and entrepreneurs is not being issued.

Additional debit cards for natural persons are issued with the same validity period as the primary debit card. Additional debit cards for entrepreneurs and legal entities are issued with the same validity period as the first issued additional card.

The use of additional debit cards is regulated by the Framework Agreement, General Terms, and these Terms. All provisions of the Framework Agreement, General Terms, and these Terms that apply to the primary debit card also apply to the additional debit card.

The primary debit card and additional debit cards are linked to the same current account, that is, the Client's current account is debited for payment transactions carried out with the primary debit card and all additional debit cards. The Client is responsible for all the liabilities and fees arising from the use of the primary debit card and additional debit cards.

At the Client's request, submitted before the expiry of the card's validity period, the Bank issues a debit card with a new validity period (reissuance), if the legal requirements are met. It means that the Bank may reissue a debit card for which, in payment transactions in the country, the processing, clearing, and settlement of transfer orders resulting from its use are not carried out in the payment system of the Republic of Serbia (VISA debit cards), only if at the time of reissuance the Client has also been issued a debit card for which, in payment transactions in the country, the processing, clearing, and settlement of transfer orders resulting from its use are carried out in the payment system of the Republic of Serbia (DinaCard). Upon extension of the debit card's validity period through reissuance, the PIN code remains unchanged, and the previously delivered personalized security elements are considered valid.

## 2. CLIENT'S LIABILITIES – PROTECTIVE MEASURES

Upon delivery of the debit card, the Client is obliged to immediately sign it at the indicated space on the back of the debit card. An unsigned debit card is invalid, and the Client bears any consequences in case of misuse of an unsigned debit card. The signature must be identical to the signature on the Request for Issuance of the Debit Card.

The Client is obliged to use the debit card in accordance with the law and exclusively for the purchase and payment of goods and services that are not forbidden under applicable regulations.

The Client is obliged to return the expired debit card to the Bank upon receipt of a new one, after which the Bank is obliged to destroy the expired debit card.

The Client is obliged to keep the debit card in a safe place and not to leave it in a location accessible to other persons.

The Client is obliged to use the debit card only for the purposes for which it is intended.

The Client cannot leave the debit card as collateral or security instrument.

The Client is obliged, at the request of the recipient of the debit card, to present an identification document (identity card or passport).

The Client is obliged, at the request of the seller of goods and/or services, to hand over a debit card for which the Bank has revoked the right of use.

The Client is responsible for all payment transactions and cash withdrawals, that is, for the use of the debit card, including all fees incurred through the use of additional debit card(s), as well as for any breach of the Framework Agreement arising from the use of an additional debit card.

The Client shall be liable for all the liabilities and fees related to the use of both the primary and additional debit card.

The Client undertakes to regularly settle fees for services performed by the Bank, interests, and other charges incurred in connection with and in relation to the use of the account and the debit card.

The Client is obliged to keep the PIN code secret. It is strictly forbidden to disclose the PIN code to anyone, including family members, friends, or other persons. No one has the right to know the Client's PIN code, including the issuing Bank.

The Client is obliged to memorize the PIN code immediately upon receipt and is required to immediately destroy the letter through which the PIN code was delivered.

The Client cannot, under any circumstances, write down the PIN code, even in the coded form, that is, by disguising it as a telephone number.

The Client is obliged, when using ATMs and POS terminals where entry of the PIN code is mandatory, to enter the PIN code with maximum discretion. The Client should ensure that no one is watching this entry, by covering the keypad with their hand. The Client should not allow anyone to interfere while entering the PIN. If the Client notices unusual circumstances, it is advised to stop the transaction and immediately inform the Bank, and where possible, the merchant as well.

When making payments at POS terminals, the Client should not let the debit card out of sight. The Client should request that the debit card be returned to them immediately after payment and/or after the card has been swiped through the POS terminal.

If the Client has reasonable grounds to believe that their PIN has been compromised, the Client should immediately notify the Bank thereof.

If an unknown person asks the Client for the PIN code, the Client is obliged not to disclose the information about PIN code and must immediately inform the Bank of the incident.

The Client should always keep the published number of the Bank's Call centre readily available in order to be able to contact the Bank at any time and when necessary.

The Client undertakes to check at least once daily that the debit card is in their possession. Failure of the Client to comply with this obligation shall be considered negligence.

The Client is obliged to ensure that internet payment transactions are carried out only on indicated websites supported by a certified card scheme (Verified by VISA, DinaCard). The Client can never use their PIN when making purchases online.

In case of using the debit card for payment transactions where the card is not physically present (online payments, telephone payments, mail orders), the Client is obliged to take basic precautionary measures, which include the following:

- Never send information and data on the debit card via e-mail messages or on the alleged bank website, because the Bank or the Bank employees will never request such information from the Client.
- For online or telephone payment transactions, only three pieces of information are required: card number, card expiry date, and control number (CVV2 code).
- Use a secure internet browser when visiting a website containing a card data entry form, and always verify that the website address contains "https:"

The Client has the right to free deactivation of the debit card.

The Client is obliged to monitor the spending made with debit cards, and such spending is limited by the available funds in the current account.

The Client and authorized users of additional debit cards may dispose of funds from the account only within the limits of the available balance.

### **3. USE OF THE DEBIT CARD**

#### **A. Payment transactions with debit cards at points of sale**

Depending on the type of card, the Client may use the debit card in the country and abroad to pay the goods and services at points of sale that accept debit cards.

As proof of execution of a payment transaction at points of sale, the Client enters the PIN code or signs a document confirming the payment transaction at the locations where the point of sale of the acceptance network/Bank does not support the use of the PIN code. The data on the payment transaction and the point of sale are indicated on the slip and recorded in the system, unless the Client chooses to perform payment transactions outside the point of sale (that is, by telephone, mail, electronic messages, or other means of communication), in which case the data on the payment transaction are recorded in the system only.

The debit card is intended for payment transactions at the points of sale equipped with EFT/POS terminals or imprinters.

Debit cards cannot be used for transactions on foreign internet sites registered for organizing games of chance.

The Bank makes payments on behalf of the Client to the merchant at the point of sale for the amount indicated on the slip that is signed by the Client or system-recorded only, provided that debit amounts must be within the available balance of the current account. The Bank shall not be liable for the liabilities arising from any payment transaction exceeding the available balance on the current account on the basis of which a slip was issued, nor for payment liabilities of amounts resulting from such payment transactions.

The Client receives a copy of the slip issued for the stated payment transactions.

The Client is obliged to keep copies of slips/receipts for personal records and possible claims.

The claims relating to the quality of goods and services paid with the card must be submitted exclusively at the point of sale where the payment transaction has occurred (to the acquirer). The Bank is not responsible for the correctness and/or quality of goods and services paid with the card.

The Bank is entitled, upon maturity of a payment transaction, fee, cost, or commission, to debit the Client's account for the corresponding amount.

Spending by debit cards in the country is calculated in dinars and debited from the Client's current account up to the available balance, while spending abroad with debit cards is debited from the Client's current account in the dinar equivalent.

For all transactions registered by VISA International as the foreign ones, that is, for which the Bank receives posting in EUR from VISA International, the Bank debits the Client's account in RSD at the Bank's selling exchange rate on the date of debit and charges the Client a fixed fee for currency conversion from EUR to RSD, in accordance with the Tariff of fees, which forms an integral part of this document. For currency conversion from EUR to RSD for transactions registered by VISA International as the foreign ones, the Bank applies the NBS middle exchange rate on the date of debit.

If the original currency of the foreign transaction differs from EUR, VISA International converts the original currency into EUR and increases the transaction amount by a fee, in accordance with the Tariff of fees, which forms an integral part of this document, at its own exchange rate, and forwards such amount to the Bank for posting.

VISA International: <https://travel.visa.com/apcemea/rs/en/travel-tools.html>

The date of account debit may differ from the date of the transaction and depends on the processing date at VISA International and NCPC (National Centre for Payment Cards).

In some cases, the debit amount may differ from the reserved funds due to calculated fees, commissions, and exchange rate differences.

## **B. Payment transactions with debit cards conducted via ATMs and bank counters**

Bank services are available to the Client through ATMs. Depending on the technical capabilities of the ATM, these services primarily consist of cash withdrawals and information on the Client's account balance.

The Client may withdraw cash from the ATM with the displayed sign and/or logo of the debit card on it by combined use of the debit card and PIN code.

Cash withdrawals with the debit card may only be made up to the amount of available funds at the current account, which includes applicable fees, calculated and charged in accordance with the Tariff.

At the Client's request, the ATM issues a receipt for each executed payment transaction, confirming the orders given by the Client. In case a receipt is not issued due to a technical error of the ATM, the Client is obliged to contact the Bank Customer centre by making calls on the telephone numbers indicated on the back of the debit card or on the Bank website. On the basis of the request, the Bank may provide assistance to the Client.

The Bank may, without prior notice, temporarily or permanently discontinue the operation of any ATM.

### C. Use of the digital wallet

The Client and the Digital Wallet Service Provider enter into a contractual relation regarding the Digital Wallet service. The Bank is not a party to the Agreement and does not assume, nor can it assume, any rights or liabilities under that Agreement.

The Bank bears no responsibility for the functionality of the Digital Wallet application:

- when the malfunction of the Digital Wallet application arises from reasons attributable to the Digital Wallet Service Provider beyond the Bank's control, and the malfunction does not relate to the Bank's application component for providing payment services
- when the Client fails to meet the prerequisites for using the Digital Wallet, particularly those specified in Section 3, item C of these General Terms
- in cases of defects or malfunctions of the Client's equipment, network, or other events preventing the use of the Digital Wallet.

In accordance with and to the extent defined by the Law on Payment Services, the Bank bears the liability for the functionality of the Digital Wallet application if circumstances, interruptions, or errors of the Digital Wallet result in unauthorized, unexecuted, or improperly executed payment transaction or cause damage to the Client.

The Client may register their debit card in the Digital Wallet, through the application of the Service Provider, as a Digitized Card to which all terms applicable to the debit card shall apply, in accordance with the Framework Agreement concluded between the Client and the Bank.

All elements and terms of use of the Digital Wallet service are set forth in these General Terms which are presented to the Client at the beginning of the tokenization process. Acceptance in the Digital Wallet enables card tokenization and use in accordance with the accepted terms. Therefore, it constitutes a Request for Issuance of the Payment Instrument pursuant to Article 48, paragraph 2 of the Law on Payment Services. If the Client does not accept these terms, the tokenization process is terminated.

The Client solely determines which of the registered cards will be used to initiate a payment transaction in case that multiple payment cards are registered in the Digital Wallet.

If the Framework Agreement is terminated, or if the Client discontinues the use of the debit card, the right to use the Digitized Card shall also cease to exist.

Blocking of the debit card results in blocking of the Digitized Card.

The Service Provider or third parties providing services related to that service charge fees, and the Bank has no influence over the collection of such fees.

To use the functionalities of Digital Wallets, the Client must:

- possess a device with NFC technology that supports the Digital Wallet service, that is, a device compatible with the relevant application (hereinafter: the appropriate device),
- download and install the Digital Wallet application on the appropriate device,
- link the downloaded Digital Wallet application with their account on the appropriate device,
- set up locking of the appropriate device by using one of the methods enabled on the device (pattern, fingerprint, PIN code, facial recognition, etc.).

The Client will digitize the card by selecting “add a card” option. The Bank has enabled its clients to digitize cards (hereinafter: the Card) being issued to them by the Bank. With a Digitized Card, the Client can make secure payments at POS terminals by using contactless reading option, both in the country and abroad, and also in stores, applications, and on websites that support and accept this method of payment. The Client agrees with the execution of the payment transaction initiated by the use of the Digitized Card in the Digital Wallet of the Digital Wallet Service Provider.

For payment transactions executed with the Digitized Card, the fees, if provided for in the Bank’s Tariff Schedule, shall be charged in the same manner as if the transaction were initiated with the Client’s physical Card. The Client may add more than one payment card to the Digital Wallet, and the first card added to it shall become the default payment card. If the Client wishes to pay with another Digitized Card, they must select it before initiating the payment transaction.

The Client shall handle the mobile device with due care and, in order to prevent unauthorized use of the Digital Wallet and the Digitized Card, as well as possible misuse, take all reasonable measures to protect and preserve the confidentiality of information stored on the mobile device for the purpose of giving consent to execute payment transactions initiated via the Digitized Card.

Payment transactions initiated by the Digitized Card, unless the Client has previously reported the theft, loss, or misuse of the mobile device or security elements to the Bank, shall be deemed to have been initiated by the Client.

The Client is obliged to immediately notify the Bank after becoming aware of any event resulting in loss, theft, unauthorized access, or use of the appropriate device containing the Digital Wallet application, by contacting the Bank Call centre or via e-mail.

The Bank is obliged to ensure that the personalized security elements of the Card are available exclusively to the Client to whom the Bank has issued the Card; that at any time the Client may notify the Bank of loss, theft, or misuse of the device containing the Digitized Card or misuse of the Digitized Card, or request reactivation of the Digitized Card once the reasons for its blocking cease to exist, by contacting the Bank Call centre at: +381 11 33 06 300 or via e-mail [client.service@adriaticbank.rs](mailto:client.service@adriaticbank.rs); and to prevent any further use of the Digitized Card once the Client has notified the Bank of loss, theft, or misuse of the device containing the Digital Wallet application or misuse of the Digitized Card. If the Client encounters any problem regarding the use of functionalities, they may contact the Bank Call centre at: +381 11 33 06 300.

If there is suspicion of misuse of the Card data and/or misuse of the Card by the Client, or suspicion of unauthorized transactions reported by the card association, the Bank has the right to unilaterally disable further use of the Digitized Card.

The Bank bears no responsibility for the functionality of the Digital Wallet application. The Digital Wallet service may be used only by cardholders whose cards can technologically be linked with the application.

The Bank does not process Client’s personal data in the course of card digitization, nor does it come into possession of such data. By entering personal data and initiating card digitization in the Digital Wallet application, the Client provides the aforementioned personal data directly to the Digital Wallet Service Provider, in accordance with the rules and notice on personal data processing, as defined by the Digital Wallet Service Provider for the purpose of card digitization.

More detailed information on the Bank's processing of personal data and the rights related to such processing of personal data can be found in the document titled Information on Personal Data Processing, published on the Bank website [www.adriaticbank.rs](http://www.adriaticbank.rs).

All matters not defined by these terms and rules are subject to the applicable laws of the Republic of Serbia and the provisions of the Framework Agreement concluded between the Bank and the Client, in particular the provisions of the Law on Payment Services in cases of unauthorized, unexecuted, or improperly executed payment transactions arising from failures in the Digital Wallet functionality.

#### 4. CLAIMS

In case that the claim procedure initiated with the license issuer (e.g., VISA / DinaCard) is related to the Client's payment transactions, reimbursement of unused funds and account closure may occur only after the full completion of the claim procedure and settlement of all claims of the Bank.

The system for processing debit card payment transactions matches authorization requests (inquiries) met during the use of debit cards at POS terminals and ATMs with the payment transaction.

If payment transactions do not systemically "match", double provisions may occur. The Bank monitors and verifies double provisions and releases (closes) them if it is determined that an amount of funds has been reserved on the Client's account in excess of the amount of the payment transaction.

The Bank will charge the Client for the costs of unfounded claim in accordance with the applicable decision on the Tariff for the services applied by the Bank in its operations.

#### 5. SPENDING LIMITS

The Client may withdraw cash at ATMs and bank counters with the displayed logo of the card they use, up to the daily limit for cash withdrawal or up to the amount of available funds. The Client may request a change in the daily limits by submitting a request to the Bank. The Client is informed of the daily limits in accordance with these Terms.

TYPE OF PAYMENT TRANSACTION	TYPE OF DEBIT CARD		
	DinaCard	VISA Debit and Business Debit	VISA Infinite
AMOUNT OF CASH WITHDRAWAL IN THE COUNTRY AND ABROAD	100,000 RSD	100,000 RSD	1,000,000 RSD
AMOUNT OF PAYMENT FOR GOODS AND SERVICES IN THE COUNTRY AND ABROAD	100,000 RSD	100,000 RSD	1,000,000 RSD
NUMBER OF PAYMENT TRANSACTIONS FOR CASH WITHDRAWAL IN THE COUNTRY AND ABROAD	10	10	10
NUMBER OF PAYMENT TRANSACTIONS FOR GOODS AND SERVICES IN THE COUNTRY AND ABROAD	99	99	99

#### 6. PROCEDURE IN CASE OF DAMAGE, LOSS, THEFT, OR MISUSE OF THE DEBIT CARD

The Client is obliged to report the loss/theft of the debit card immediately after becoming aware of it, without delay, and to report any payment transaction executed through unauthorized use of the debit card and/or debit card data, immediately after becoming aware of such transaction, either to the Authorization centre (tel. 011/2071125) or to the Bank (tel. 011/3306-300 or any other telephone number of the Bank available on the Bank website).

The Bank shall, immediately after receipt of the report referred to in the previous paragraph, block the debit card. In accordance with the Client's request, the Bank shall initiate the procedure for issuing a new debit card and PIN.

The Bank and the Client shall bear the costs resulting from unauthorized use of the debit card, in the amount defined by the Law on Payment Services, provided that the Client has notified the Bank of the unauthorized payment transaction immediately after becoming aware of it, and provided that such notification has been delivered no later than within 13 months from the date of debit.

The Client shall bear all the costs related to any payment transaction executed by the Client through misuse and/or due to the Client's failure to fulfil their obligations arising from the provisions of these Terms relating to the reporting of loss/theft/unauthorized use.

Financial liability for the costs incurred through unauthorized use of the debit card from the moment of blocking the debit card shall be borne by the Bank, except in cases where the Client has committed misuse or participated in misuse of the debit card, or acted with intent to defraud.

If the Client finds the debit card after reporting its disappearance, they cannot use the card but must return it to the Bank in invalidated form (cut horizontally, below the magnetic stripe). If the Client uses the card, they shall bear full legal responsibility for unauthorized use.

During the submission of a written report on loss/theft of the debit card, the Client may request reissuance of the debit card.

If the Client's debit card is damaged or if the Client's data has changed, extraordinary reissuance of the damaged debit card shall be done at the Client's request.

## **7. BANK'S RIGHT TO BLOCK THE DEBIT CARD**

The Bank may disable the use of the debit card if there are justified reasons relating to the security of the debit card, if there is suspicion of unauthorized use of the card or use thereof for fraudulent purposes, or if there is an increased risk that the Client will not be able to fulfil their payment liabilities when the use of the debit card is connected with the approval of credit, and/or permitted overdraft on the Client's account.

The Bank is obliged to inform the Client of its intention and the reasons for blocking the debit card prior to actual blocking thereof, or at the latest immediately after such blocking, via SMS.

If technical conditions for SMS notification are not met, the Bank shall inform the Client by telephone or by sending mail to the address specified in the Agreement or to the last known address.

The Bank shall re-enable the use of the debit card or replace it with a new one once the reasons for blocking the card cease to exist.

## **8. CLIENT'S LIABILITY FOR UNAUTHORIZED PAYMENT TRANSACTION**

The Client shall bear losses arising from the execution of unauthorized payment transactions up to the amount of 3,000 dinars, if such transactions were executed through the use of:

- lost or stolen payment instrument, or
- a payment instrument that was misused because the payer failed to protect its personalized security elements.

The Client shall bear all losses related to any payment transaction executed by the Client through misuse, and also the losses arising from failure to fulfil their obligations arising from the defined terms for issuance and use of the payment instrument, including the obligation to notify the Bank without delay of loss, theft, or misuse of the payment instrument, and the obligation to adequately safeguard the PIN.

The Client shall not bear losses arising from the execution of unauthorized payment transactions:

- if the Bank has not at all times provided the appropriate means of notification regarding lost, stolen, or misused payment instrument in accordance with the law,
  - if they were executed after the Client notified the Bank that the payment instrument was lost, stolen, or misused,
  - if the payer could not have detected the loss, theft, or misuse of the payment instrument before the unauthorized payment transaction was executed,
  - if the unauthorized payment transaction resulted from an act or omission of an employee, agent, or branch of the Bank, or another person to whom the payment service provider's activities were entrusted,
  - if the Bank does not require reliable authentication of the Client,
- except where such transactions were executed due to fraudulent actions of the Client or failure to fulfil their obligation to use the payment instrument in accordance with specified or contractual terms governing issuance and use of the payment instrument - in cases of intent or gross negligence, when the Client bears all losses arising from the execution of unauthorized payment transactions.

## 9. TERMINATION OF DEBIT CARD USE

The Client who no longer wants to use the debit card is obliged to cancel its use and return it to the Bank. The Client has the right to cancel the use of an individual debit card by submitting a request to the Bank. The Client undertakes to return the relevant debit card to the Bank when cancelling the debit card referred to in the previous paragraph.

If the Client does not want to extend the validity period of the debit card, they are not obliged to notify the Bank thereof.

If the Client fails to act in accordance with these Terms or the Framework Agreement, or acts contrary to the law, the Bank may terminate the Agreement and forbid further use of all issued debit cards or block them.

In case of cancelling or forbidding the debit card use, the Client is obliged to return the debit card to the Bank and settle all the liabilities arising from debit card operations, including additional debit cards, up to the date of returning the debit card to the Bank. The Bank shall notify the sales network (merchants) of forbidding the debit card use. Based on such notification, the employee at the point of sale is authorized to take the debit card from the Client if it comes into its possession.

## 10. PROTECTION OF CLIENT'S RIGHTS AND INTERESTS

### 1. Right to objection, complaint, and possibility of out-of-court dispute resolution

The Client has the right to submit an objection in written form if they believe that the Bank is not complying with the provisions of the regulations governing payment and/or financial services, the General Rules and Terms of Business, good business practices, or obligations arising from the concluded Agreement.

On the business premises where services are proposed to the Client, the Bank shall display, in a visible place, a notice on the manner of submitting objections and the procedure for handling the submitted objection, and also information on the possibility and manner of submitting complaints to the National Bank of Serbia. This information shall also be available on the homepage of the Bank website, including the e-mail address to which the Client may submit an objection.

An objection must contain Client data from which the relationship with the Bank can be clearly established, as well as the reasons for submitting the objection.

If the Client submits an objection through an authorized representative, a special power of attorney must also be submitted, by which the Client authorizes the representative to file, on the Client's behalf and for the Client's account, a complaint with the National Bank of Serbia regarding the Bank's operations and to undertake actions in the procedure related to such complaint, and by which the Client grants consent for data relating to the Client, which constitute banking secret within the meaning of the law governing banks, or business secret within the meaning of the law governing payment services, to be made available to such authorized representative.

A remark of the Client that does not contain the elements of an objection shall be examined by the Bank with due care, and if it can be considered a complaint, the Bank shall act in accordance with its internal acts relating to the specific process in the Bank (e.g., payment operations, cards, loans).

The Client has the right to submit an objection within 3 years from the date on which the violation of rights or interests occurred.

Objections shall be submitted in written form - on the Bank's business premises, by mail, on the Bank website, or by e-mail to the address [prigovori@adriaticbank.rs](mailto:prigovori@adriaticbank.rs). After receipt of the objection, the Bank shall issue a confirmation of receipt. The Bank does not charge any fees or any other costs for handling an objection.

The Bank shall carefully review the claims contained in the received objection and provide the Client with a response no later than 15 days from the date of receipt. For reasons beyond its control, the Bank may extend the deadline for providing a response by additional 15 days, of which it shall notify the Client in writing. Written objections received electronically or on the Bank website outside the Bank's established working hours shall be deemed received on the next business day.

If the Client is not satisfied with the Bank's response, they have the right to submit a complaint in written form to the National Bank of Serbia to the following address:

NATIONAL BANK OF SERBIA  
Sector for Protection of Financial Service Users  
No. 17, Nemanjina Street, 11000 Belgrade  
or P.O. Box 712, 11000 Belgrade  
or at e-mail address: [zastita.korisnika@nbs.rs](mailto:zastita.korisnika@nbs.rs),

or to request dispute resolution through mediation before the National Bank of Serbia or another authority or person authorized for mediation.

The provider of security instrument has all the rights previously mentioned, equal to those of the Client.

**Board of Directors**