

GENERAL TERMS AND CONDITIONS OF E-MONEY ISSUANCE AND VISA ELECTRON GIFT CARD USE

1. INTRODUCTORY PROVISIONS

- 1.1. Gift card (hereinafter; Card) is a prepaid payment instrument, on which e-money equivalent to pre-paid cash value on the account the Card is tied to, is magnetically stored.
- 1.2. Electronic money means electronically (including magnetically) stored monetary value as represented by a claim on the issuer which is issued on receipt of funds for the purpose of execution of payment transactions and which is accepted by a natural or legal person other than the electronic money issuer.
- 1.3. The User may dispose of e-money up to the amount stored on the Card.
- 1.4. The Card Customer/User shall be liable for the proper Card use.
- 1.5. The Bank shall guarantee for the secrecy of any data obtained when the Card is issued.



2. CARD ISSUANCE AND CARD DATA PROTECTION

- 2.1. When buying the gift card, the Customer shall deposit money on the account the card is tied to, for which amount e-money shall be stored. Subsequent payments to the account shall be possible during the card validity period.
- 2.2. The User shall ensure to use payment card in accordance with these General Terms and Conditions governing the issuance and use of this payment instrument.
- 2.3. The User shall, immediately upon card receipt, take any reasonable and appropriate measures to protect personalised security elements of such an instrument (card number, etc.).
- 2.4. The Card Customer may present the Card (assign it to other person for use) or use it for own purposes.
- 2.5. If the Customer donates the Card, he/she shall also provide these General Terms and Conditions together with the Card to the respective person, whereby the liability for the proper use of the card shall be transferred to respective person, otherwise the Customer will be liable for the proper Card use.
- 2.6. The person who has signed the Card on its back (hereinafter: User) shall be entitled to use the Card. The User shall sign the Card immediately upon the receipt thereof. The non-signed card shall be invalid, and any financial consequences in the event of the abuse of the non-signed Card shall be borne by the User.
- 2.7. The User must not leave the Card as pledge or collateral, or provide the card to be used or be in possession of other persons, otherwise, he/she shall bear complete material liability for any transactions executed due to the non-compliance with this obligation.
- 2.8. The User acknowledges that he/she is aware that the Bank will not, for security reasons, request the User to confirm data on Card, electronically or by telephone, otherwise the User shall fully bear risks and consequences of identity theft and unauthorised use of data from card due to the provision of data on Card as mentioned above.
- 2.9. PIN shall not be issued to the gift card.

3. CARD USE

- 3.1. The User may use the Card for the payment of goods and services on EFT POS terminals in Serbia and abroad, as well as for payment on the Internet.
- 3.2. If the Card is used on EFTPOS terminal, the User shall, when paying for goods and services, also sign appropriate slip at acquiring point. The goods and service merchant (hereinafter Acquirer) shall issue slip/bill copy to the Customer which shall be a confirmation of the payment made by using the Card, and the User shall keep such slip/bill copy for the purposes of complaint, if any.
- 3.3. In the event of the Card use for payment through the Internet, the User shall, when making payment on the Internet, input the required data.
- 3.4. The Card may be used at all points of sales in Serbia/abroad with displayed Visa Electron logo.
- 3.5. For the purpose of the Card use on the Internet, Verified by VISA protection, ensuring safe Card use when making payment through the Internet, is provided. The terms and method of using this service are set out on the Bank web site www.erstebank.rs and they shall be an integral part of this document.
- 3.6. For transactions executed using the Card outside the Republic of Serbia, the Bank will use the exchange rate for currency exchange in accordance with item 4. hereof.
- 3.7. The Card may not be used for withdrawing cash on ATMs.
- 3.8. The Card User may be informed on the balance of the available e-money stored on the Card at the Bank teller desks.
- 3.9. The Card User may request repurchase of the electronic money stored on the Card at the Bank teller desks by presenting the Card and stating the number of the account the Card is tied to. If the User has lost his/her card or if it has been stolen, when repurchasing e-money, he/she shall be required to present the card envelope in which the number of the account the card is tied to is written.
If e-money repurchase is required prior to the Card validity expiry, or one year upon the Card validity expiry, the Bank may charge fee for such repurchase in accordance with the Price List.
- 3.10. During the card validity period, the User may make additional payments of cash on the account the Card is tied to up to the maximum total amount of RSD 1,000,000, and the Bank will, in the equivalent amount of paid funds, issue the e-money and magnetically store it on the Card.

- 3.11. The Bank shall not be liable if a merchant does not want to accept Card though VISA Electron logo is displayed or if, due to incorrect terminal use and/or technical problems, it is not possible to execute transaction.
- 3.12. The User shall, upon the request of goods and service seller (hereinafter: Acquirer) provide the Card whose right of use has expired.
- 3.13. The User must not conclude fictive cashless transactions with Acquirer with the aim of obtaining cash.
- 3.14. The User shall not use the Card for illegal purposes, including purchase of goods and service sales of which is legally prohibited in the territory of the country the User is in at the time of transaction. The User shall bear full liability in the event of an illegal purchase using the Card subject to the Agreement and hereof.
- 3.15. The Card shall be valid until the last day in month in the year embossed on the Card.

4. CURRENCY EXCHANGE RATE

- 4.1. Visa Electron Gift Card shall be tied to RSD account. For the costs incurred with card abroad, the Bank will translate the amount of transaction in FX into RSD as follows: Visa International will translate original amount in EUR at Referential Exchange Rate, and from such amount, RSD value will be calculated at selling exchange rate for FX of the Bank for EUR, applicable on date of debiting.
- 4.2. Visa underlying exchange rates shall be publicly available on Internet page www.visaeurope.com and they shall be variable during day, and the Bank exchange rate lists shall be available on the Bank Internet page and at all branches.

5. COMPLAINTS

- 5.1. The User shall keep slip/bill copy for the purposes of any complaint.
- 5.2. The User shall file complaints under concluded transactions in writing in the prescribed form to the closest point of sale of the Bank, immediately upon being aware thereof, but not later than 13 months upon the receipt of statement and/or date of debiting the account in the amount of any disputable transaction.
- 5.3. Complaints not filed within the prescribed deadline and form shall not be accepted by the Bank, and financial loss shall be borne by the User.

6. STOLEN/LOST/ABUSED CARD

- 6.1. The User shall, without any delay, report Card loss/theft/abuse and request the Bank to block any further use thereof, and the Bank shall ensure it to him/her at any time.
- 6.2. Card theft/loss/abuse shall be reported by the User at the closest Bank sub-branch or by telephone 021/6772116 available 24 h.
- 6.3. The card blocking shall be possible if the number of the account the card is tied to or the card number is stated.
- 6.4. The User shall, within 2 business days, confirm the report of the lost/stolen/abused Card in writing.
- 6.5. The Card found upon reporting loss must not be used.
- 6.6. The Bank shall be entitled to block payment card in the event of loss/theft/abuse and in other cases when it is necessary for security reasons.
- 6.7. The Bank will not issue a new card as a replacement for the lost/stolen/abused Card, and the User shall be entitled to repurchase the remaining e-money on the Card.

7. LIABILITY FOR DAMAGE

- 7.1. The total amount of any damage resulting from the Card loss/theft/abuse shall be borne by the User until the time of reporting.
- 7.2. The User shall bear any losses resulting from the execution of non-authorized payment transactions if such transactions have been executed due to fraud by the User or his/her failure to meet the obligation of taking any reasonable and appropriate measures for the purpose of protecting personalised security elements of the card due to his/her wilful intention or gross negligence.
- 7.3. The User shall bear any losses relating to any transaction executed due to fraud committed by himself/herself and also bear losses resulting from the failure to fulfil his/her liabilities resulting from these General Terms, notify the Bank without any delay on loss, theft, and abuse of the payment card, as well as adequately keep his/her card.
- 7.4. The User shall not bear any losses resulting from transactions executed upon reporting loss, theft, or unauthorised use of the Card and/or data from payment card unless he/she has committed fraud or participated in fraud or acted with the intention of committing fraud.
- 7.5. With regard to the Card which may be used for making payment through the Internet, unless the site on which payment is made supports Verified by Visa protection mechanism, any risk relating to such payment will be assumed by the User, and the Bank will not be liable if data from the Card are abused.
- 7.6. If data from card are used by the User with the aim of executing telephone, e-mail, or postal purchase, the User shall assume complete risk relating to such payment, and the Bank shall not be liable if data from such Card are abused.
- 7.7. The User shall have limited liability up to the amount of RSD 15,000 if unauthorised payment transactions have been executed due to the use of lost or stolen Card, or misused Card if the User has failed to protect its personalised security elements.

8. PAYMENT INSTRUMENT BLOCKING

- 8.1. The Bank will block any further Card use if there are reasonable grounds relating to the Card security, if there is suspicion of unauthorised card use or the use thereof for the purpose of fraud.
- 8.2. The Bank shall notify the User on its intention of the Card blocking and on the reasons of such blocking. Unless it is able to notify him/her thereof prior to the card blocking, the Bank shall undertake to do so immediately upon blocking. Notice on the intention of payment instrument blocking and/blocking shall be provided by the Bank to the Card Customer, who shall notify the person the card has been donated to and/or Card User thereof. The Bank will not notify the Card Customer and/or User on the intention of or blocking the Card if the provision of such notice is prohibited based on regulations or if there are reasonable security reasons thereof.

9. LIABILITY FOR PAYMENT TRANSACTION EXECUTION

9.1. Liability for Non-approved Payment Transaction

9.1.1. The Bank shall be liable for any execution of payment transaction, for which there is no consent by the User.

9.1.2. If a User contests his/her granting consent for any executed transaction or claims that payment transaction has not been duly or timely executed, and the Bank fails to prove that payment transaction authentication has been implemented and that payment transaction has been accurately recorded and booked, the Bank will return the amount of such transaction to payer, and return the amount of any fees charged to the User.

9.2. Liability for Non-executed or Incorrectly Executed Payment Transaction Initiated by Card User

9.2.1. If payment transaction is initiated by the Card User, the Bank shall be liable for any correct execution thereof up to payee's payment service provider.

9.2.2. If the Bank is liable for non-executed or incorrectly executed payment transaction, it shall, immediately upon being aware thereof, return the amount of non-executed or incorrectly executed payment transaction and any charged fees to the User except if the User has requested correct payment transaction execution.

9.2.3. If the Bank provides evidence to the User, and, as necessary, also to payee's payment service provider, that the account of payee has been credited in the amount of payment transaction, payee's payment service provider shall be liable to payee for non-executed or incorrectly executed payment transaction.

9.3. Liability for Non-executed or Incorrectly Executed Payment Transaction Initiated by Payee or Payer through Payee

9.3.1. If payment transaction has been initiated by a payee or the User through payee, the payee's payment service provider shall be liable to payee for the correct submission of payment order to payer's payment service provider.

9.3.2. If payment order has not been submitted or payment order has not been correctly submitted in the case referred to in paragraph 1 of this item, payee's payment service provider shall, immediately upon becoming aware thereof, submit and/or re-submit such order to payer's payment service provider.

9.3.3. If the amount of payment transaction initiated by payee or payer through payee is credited on the account of payee's payment service provider, this provider shall be liable to payee for the correct payment transaction execution.

9.3.4. If payee's payment service provider provides evidence to payee, and, as necessary, to payer's payment service provider, that it is not liable to payee in accordance with paragraphs 1 to 3 of this item - the payer's payment service provider shall be liable to payer for non-executed or incorrectly executed payment transaction.

9.3.5. Payment Service Provider who is liable in accordance with this Article shall return to respective payment service user the amount of any fees charged to payment service user, as well as return or pay the amount of any fees the user is entitled to, relating to non-executed or incorrectly executed payment transaction.

9.4. Liability of an Intermediary for Non-executed or Incorrectly Executed Payment Transactions

9.4.1. Payment service provider shall be liable to payment service user for a non-executed or incorrectly executed payment transaction even if the liability is attributable to an intermediary participating in the execution of that payment transaction among payment service providers.

9.5. Obligation to Trace Funds in Case of Non-executed or Incorrectly Executed Payment Transactions

9.5.1. In case of a non-executed or incorrectly executed payment transaction, payment service provider shall, regardless of the liability for correct execution of a payment transaction, on request of its Payment Service User, take immediate and adequate steps to trace the funds and notify the user about the outcome of measures taken without undue delay.

9.6. Liability Exclusion due to Force Majeure or Law

9.6.1. The Bank shall not be liable for incorrectly, non-timely executed and/or for non-executed payment transaction in the event of force majeure which has prevented the fulfilment of obligations or if payment transaction execution is prohibited under other legislation.

10. CLOSING PROVISIONS

10.1. Signing the Card and/or upon beginning to use the Card, the User acknowledges the acceptance of these General Terms and Conditions.

10.2. The General Terms of Providing Payment Services to Private Individuals and Registered Farms shall be available in all branches of the Bank and on the Bank Internet presentation www.erstebank.rs.