

## GENERAL TERMS AND CONDITIONS FOR THE ISSUE AND USE OF DEBIT CARDS OF ZIRAAT BANK MONTENEGRO AD

### 1. General provisions

General terms and conditions for the issue and use of debit cards of Ziraat Bank Montenegro AD (hereinafter: the GTC) define the conditions and manner of debit card functioning. The purpose of the GTC is to establish clear and binding conditions on the Cardholder and the Bank with regard to exercising the right to, use, and cancellation of Debit cards. The GTC shall apply to the relations between the Bank and the Cardholder that are based on a card use agreement that constitutes an integral part of every signed agreement.

These GTC shall be considered Special in relation to the General terms and conditions for transaction accounts of the Bank Users and they regulate the rights and obligations of the Cardholder and the rights and obligations of the Bank in the provision of services related thereto. The GTC, together with the Application form, the Tariff fees for payment transactions for natural entities and Tariff fees for payment transactions for legal entities and entrepreneurs (hereinafter: the Tariff Fees) and the Agreement represent integral parts of the Framework Agreement concluded by the Cardholder with the Bank.

In the event of collision of these GTC and other internal regulations of the Bank, the provisions of the Agreement shall prevail, followed by the GTC and, ultimately, other internal regulations of the Bank, unless otherwise agreed.

A card is the property of the Bank.

The card shall be issued to the name and shall not be transferrable.

The following terms used in these GTC shall have the following meaning:

- **GTC** – General Terms and Conditions of the issue and use of debit cards of Ziraat Bank Montenegro AD.
- **Bank** – Ziraat Bank Montenegro AD, the issuer of the GTC, with the registered office at ulica Slobode 84, registration number 03048136.
- **Bank regulations** – all valid documents and regulations of the Bank that are made available to the User via certain distributive channels and which regulate the rights, powers, and obligations of the Users and all other persons assuming the rights and obligations towards the Bank, as well as the rights, powers, and obligations of the Bank.
- **User** – a user of payment services – a private individual, a legal entity or an entrepreneur that concluded the Framework Agreement with the Bank.
- **Application Form** – request for card issuing – a written form for issuing a card that is filled out by a Bank User.
- **Card** – a noncash payment instrument issued by the Bank and which allows the User to access his/her money in their transaction account. It serves for the payment of goods and services and cash withdrawals.
- **Cardholder** – a private individual that was issued a card and whose name is embossed on the card.
- **Primary card** – a card issued to and used by the same person. Legal persons do not have primary cardholders.

- **Additional card** – a card issued to the Additional cardholder at the request of the primary cardholder. All successfully performed transactions using the additional card shall be debited to the transaction account of the primary cardholder.
- **Debit card** – a card that can be used by the Cardholder for the payment of goods and services or withdrawal of cash to the amount of funds available in the account to which the card is linked.
- **Card account** – a transaction account opened with the Bank in the name of the primary cardholder and to which the card is linked.
- **PIN (Personal Identification Number)** – a secret number known only to the cardholder that serves for transaction authorization.
- **Personalized card security features** – card elements necessary for the execution of payments at the points of sale or points of purchase with or without physical presence of the User (online, catalogue or telephone sale – MOTO transactions) and they imply the following: PIN, card number, card expiry date, and the three-digit control number imprinted on the card.
- **MOTO/CNP transaction** – "Mail Order and Telephone Order" – postal and telephone orders and the so-called "Card not present" transactions whose performance does not require the presence of a debit card. A typical payment transaction of this kind is an online transaction.
- **CVV code** – a three-digit code on the back of a debit card used when performing online or MOTO/CNP transactions.
- **Authentication** – implies the verification of a consumer's identity.
- **Authorization** – consent of the Cardholder to transaction execution.
- **Transaction** – payments and cash withdrawals using a debit card as the payment instrument.
- **Point of sale** – recipient (acceptor) as a private individual or legal entity registered for the sale of goods and services that accepts Card as a means of payment.
- **POS terminal** – a device installed at the point of sale used for electronic transactions.
- **Automated Teller Machine (ATM)** – electronic telecommunication banking device enabling

Users to access financial transactions at public places without the need for a bank teller or counter an electronic counter available to Users 24/7. The device enables a safe, fast, and simple access to money 24 hours a day, all 365 days a year.

- **Slip** – a printed confirmation of the completed transaction at the POS terminal or ATM.
- **Card validity** - deadline indicated on the card itself, which represents the time until the card can be used. The card can be used up to and including the last day of the month indicated on the card.

A card whose validity date has expired cannot be used.

- **Card replacement** – the card issuing procedure for the replacement of a lost, stolen or damaged card or for changing basic information.
- **Reissue** – issuing a new card after the expiry of the previous one.
- **Reserved funds** – the amount of card transaction for which the Bank has yet to receive confirmation to post it to the User's account. The account balance is reduced by the amount of active reserved funds.
- **Available balance** – the amount of funds in the card account deduced by the amount of active reserved funds.

- **Authorized representative** – a person with a business capacity that takes legal actions on behalf of the legal entity.
- **Reference exchange rate** – the exchange rate defined by the card organization used in calculating the original amount of the card transaction as translated in EUR as the domestic currency for account debiting.

## 2. Card issuing procedure

A card is issued on the basis of a User's request and a signed card use agreement. The card can be issued to every adult person with a business capacity, either a resident or a non-resident, as well as to a legal entity registered in Montenegro.

Minors may be Additional cardholders. The User agrees to the use of the Card by submitting a signed and certified (in case of a legal entity) Application Form wherein he/she indicates the Users and the scope of their authorization. In the Application Form, the authorized person may deny a User the ability to withdraw cash or pay at points of sale, as well as determine the limits of available funds other than those initially defined.

The GTC, as well as the Application Form signed by the applicant and approved by the Bank constitute the content of the Agreement.

As the prerequisite for card issuing, a Cardholder must have a transaction account with the Bank. The Bank decides whether to issue or deny the issue of a Card without the obligation to explain its decision.

The Bank will issue a Primary and/or Additional card on the basis of a properly filled out Application Form and a signed Agreement wherein the Cardholder declares that he/she is familiar with the GTC and agrees to their application and accepts all rights and obligations arising therefrom.

Documentation accompanying the issue of the card is as follows:

- Application Form – request for debit card issuing;
- General terms and conditions for issue and use of debit cards;
- Agreement on issuing and using the Card;
- Tariffs for debit card transactions.

All persons indicated in the Application form confirm the accuracy of the indicated information with their signature. The authorized representative guarantees with his signature and certification the authorization to the Authorized Cardholders on his/her own responsibility. The applicant allows the Bank to verify the information specified in the Application Form, as well as to collect additional information. The cardholder collects the Card in a Bank's branch office. A private individual who is the Primary cardholder may collect both Primary and Additional cards. Additional cardholders may collect only the Additional card issued to their name. The card may also be collected by the person authorized by the Cardholder.

When collecting the Card, the Cardholder signs it in the signature space on back of the card, using the identical signature as that signed on his/her personal document. An unsigned Card is considered invalid and the Cardholder shall bear legal and financial consequences in case of misuse of the unsigned Card.

The Primary cardholder is obliged to inform every Additional cardholder about the content of the Agreement, the GTC and the Tariffs, which are equally mandatory for the Additional cardholder and the Primary cardholder. The Primary cardholder undertakes to pay all the costs incurred on the basis of the issued Additional cards.

In order to make a decision on issuing the Card, as well as during the contractual relationship with the Cardholder, the Bank may request additional information and documentation from the Cardholder.

### **3. PIN and authorization of payment transactions**

The use of PIN is considered to be of same significance as the signature of the Cardholder within the meaning of provisions of these GTC.

The Cardholder is obliged to keep the PIN with the care of a diligent owner, which means that he/she is obliged to keep his PIN a secret (nobody should see when the Cardholder enters the PIN). The PIN must not be disclosed to third parties or stored in any form together with the Card.

The Cardholder can charge his/her account with which the Card is linked without entering the PIN, up to the maximum limit which is determined by card issuers in the country and/or abroad, and the Bank cannot influence this limit. The PIN entry is mandatory for all contactless transactions above the defined limit, as well as for all other transactions.

Exclusive and unequivocal confirmation of the identity of the Cardholder, i.e. the authorization of a payment transaction by a Cardholder is considered:

- the electronic record from an ATM which is read by using the Card on the ATM and entering the PIN;
- the electronic record from the POS terminal, which is read by sliding through or putting the card close to the POS terminal or a self-service device at the point of sale and/or purchase, and the confirmation of transaction with or without the PIN entry;
- the electronic record of contactless transactions that is read by putting the card close to the device that supports the contactless function;
- the entry of a one-off authorization code for online transactions made with the Internet merchants who use the MasterCard SecureCode, in case this functionality is available.
- the entry and revealing of security features of the Card, e.g. the sixteen-digit number imprinted on the Card, the CVV code in case of online shopping (on web portals that do not use Master card Secure Code program), catalogue or telephone purchase.

### **4. Card use**

The Cardholder uses the Card as a payment instrument for the payment of goods and services, for cash withdrawal and cash payments at all points of sale, payment and payout in the country and abroad where the Card is accepted as a means of payment, cash withdrawal and payment, and which are specially indicated as such. Cash withdrawal is permitted within the defined limits for cash withdrawal. The discretionary right of the Bank is to change the limit and it shall be announced on the Bank's website.

By signing the Agreement, the Cardholder authorizes the Bank to debit his/her transaction account for the amount of due liabilities based on the costs incurred by using the Card in the country and abroad.

Exclusive and unequivocal confirmation of the Cardholder's identity when using the Card shall be considered the following:

- use of the Card at ATMs, subject to PIN entry;
- presenting, sliding through or putting the card close to the POS terminal or a self-service device at the point of sale and/or purchase, and the confirmation of transaction with or without the PIN entry and/or signature;

- entry and revealing of security features of the Card (number, expiry date, and CVV imprinted on the back of the card) and other information at the merchant's request when making online, catalogue or telephone purchase.

Transactions made using the Card reduce the available balance on the Card Account after the transaction has been executed. The Cardholder is obliged to use the Card in accordance with the available funds on the Card Account.

The Cardholder may not revoke the consent for the execution of a payment transaction created by the Card after he/she has given his/her consent to the execution of this payment transaction, unless the point of sale sends to the Bank, in the form and of the content the Bank considers acceptable, its written consent to cancel the execution of the payment transaction.

The Cardholder is required to comply with the following security measures when storing and using the Card and PIN:

- the Cardholder must keep the card with due care and know where it is at any time;
- the Card must be signed by the Cardholder;
- the Card must not be given to another person for use;
- before authorizing the transaction, the transaction amount must be verified;
- when paying bills, the Card should not be left unattended;
- the PIN must be kept confidential and must not be disclosed to third parties (neither it should be recorded or stored in any form with the Card)
- when entering the PIN at the ATM or POS terminal, you need to preserve your privacy. In case the Cardholder suspects someone is familiar with the PIN, he/she is obliged to request the PIN change. In case of suspicion of the card use with such a compromised PIN, the Cardholder shall immediately notify the Bank by making a phone call to the indicated number with the request for card blocking in order to prevent the abuse in timely manner;
- the cardholder is also obliged to ensure that all procedures with the Card at the point of sale are carried out in his/her presence and under his/her supervision;
- the Cardholder is obliged to take all reasonable measures to protect the personalized security features of the Card to preserve the confidentiality of the data, except in the case of using the Card in accordance with these GTC.
- the number of unsuccessful PIN entry attempts is limited to 3 (three). During the third incorrect entry, the Bank shall block the Card for further use. To reactivate the Card, the Cardholder must contact the Bank;
- the Cardholder must keep in mind that purchases without the Card (catalog sales, telephone ordering, online shopping) is risky, and by accepting these GTC and signing the Card use agreement, they acknowledge that they are aware of and accept the risks of the transactions mentioned above;
- the Cardholder may not leave the Card as a pledge or a collateral;
- the Cardholder is aware that sellers of goods and services may request his/her identification document when paying with the card, depending on their business policies;

A point of sale may keep the Card and hand it over to the Bank if the Card has been used by a person who is not designated as the Cardholder or if the Bank has issued an order for Card revocation or if the validity date of the Card has expired.

Using cards at ATMs and POS terminals may be hampered or prevented due to inadequate storage of the Card by the Cardholder, physical, thermal or magnetic deformation of the Card. In

all these cases, the Bank shall not be held accountable and the cost of replacing the Card shall be borne by the Cardholder.

In the event that the Bank incurs damage resulting from the use of the Card, as damaged in one of the aforementioned ways, the Cardholder shall indemnify the damage to the Bank. The Bank shall not be held liable if after successfully authorizing an ATM cash withdrawal transaction, the Cardholder forgets the money at the ATM.

A card transaction authorization is made by signing a confirmation of the executed transaction (slip) by entering a PIN, by communicating personalized security features to the point of sale to perform the transaction, and by electronic reading of card data on the devices used for performing card transactions.

## **5. Complaints**

The Cardholder shall notify the Bank in writing immediately after becoming aware of any unauthorized, non-executed or incorrectly executed transaction and no later than 30 days after the debit date. If the Cardholder fails to file the complaint within this time limit and in the manner indicated, he/she shall lose the rights they are entitled to in the event of an unauthorized, non-executed or incorrectly executed transaction. The Cardholder is obliged to clearly indicate the transaction he/she is contesting.

The cardholder shall submit a written complaint to a Bank's branch office. In the event that the complaint is made by phone (to the call center number 020 442 222), the Cardholder is still obliged to submit a written complaint to a Bank's branch office, no later than 30 days following the date of the oral complaint.

The Bank is responsible for initiating and conducting the procedure for contesting transactions involving debit cards.

In order to protect the User, the Bank shall initiate the complaint procedure at the request of the Cardholder.

During the complaint procedure, the Bank will verify that the payment transaction has been authenticated, authorized, correctly recorded and posted, and whether it was affected by a technical failure or other defect. If the Bank subsequently determines that the transaction has been authenticated and authorized and/or properly executed, the Bank will provide the Cardholder with the evidence of authorization or properly executed transaction. A payment transaction is considered authenticated if the Bank, using the appropriate procedures, verifies the submitted data and approves the use of the Card, including the Personalized security features of the Card. Regardless of the complaint, the Cardholder is obliged to settle the amount of the transaction in full, and if the Bank determines that the claim is justified, it will authorize a refund to the Card Account in the amount of costs for which the Cardholder has been charged. However, if it is subsequently determined that the complaint is unjustified, the Card Account will be debited at the value date of the contested transaction again with the date of the first processing with the Bank as well as with the related costs of the complaint procedure.

The Bank is not obliged to pay to the Cardholder the deposit interest on the amount of the contested transaction.

The Bank shall not be held liable for any misuse of ATM Cards or POS terminals that do not require the PIN entry. The Bank shall not be liable if a point of sale does not accept branded cards or if the transaction cannot be executed due to technical problems or improper use of POS terminals and ATMs.

In no case shall the Bank be held liable for the consequences that may arise from the use of Cards when making purchases without the Card, such as catalog sales, telephone orders, and online shopping. The Cardholder is responsible for all transactions that have been authorized with the abuse of the Card and Personalized security features of the Card due to the failure to take all reasonable measures for their protection. The Bank's liability shall be excluded in cases where the transaction in question has not been authenticated by the Bank.

If it has been established that the complaint is justified, the contested amount of the transaction shall be credited to the card account of the Cardholder upon completion of the complaint procedure. If the Bank does not have the right to initiate a complaint procedure with the Card Organization or loses it, the Cardholder will bear the costs of the complaint and the contested transaction amount. Before initiating the complaint procedure, the Bank will inform the Cardholder about the complaint fees.

Complaints that have not been filed in the prescribed manner and within the prescribed time period will not be accepted by the Bank and the Cardholder shall bear the financial loss.

In order to avoid any doubt, the Agreement concluded between the Cardholder and the Bank on issuing the Card does not constitute a Linked Credit Agreement within the meaning of the Consumer Credit Law and other regulations governing consumer protection. The Cardholder and the Bank agree that the Cardholder chooses with his own free will, and the Bank does not influence his/her choice in any way, which products and/or services will be paid by the Card or with which merchant they will buy them. In accordance with the aforementioned, the Cardholder shall settle any complaint regarding the quality of goods and services paid by the Card, as well as any possible disagreements and disputes about quality and delivery, exclusively with the relevant merchant/card acceptor. The Cardholder shall submit a complaint and/or objection to the purchased goods/products only to the point of sale where the transaction has been made (the acceptor) and the Bank shall not be accountable for them.

The Cardholder undertakes to take a copy of the slip when purchasing goods or services and to preserve all supporting documentation related to the online and MOTO transactions.

The Bank's liability shall be excluded in cases where the contested transaction has not been approved by the Bank.

Complaints shall be considered unjustified if they have been caused by using a card contrary to the GTC.

## **6. Stolen/lost card**

In the event of theft or loss of the Card, the Cardholder shall notify the Bank by phone or in writing immediately after having learned of the theft or loss of the Card. In case of suspected theft, the Cardholder is obliged, in addition to the application to the Bank, to report it to the nearest regional police unit, provided there is a suspicion that the card has been stolen in the territory of Montenegro.

Any oral notification of the missing Card shall be confirmed by the Cardholder in writing to the nearest Bank branch.

The Bank is obliged to temporarily block the Card after receiving both oral and written information on the Card loss, theft or unauthorized Card transactions. The first registered notification made by phone or upon arrival at the branch office of the Bank shall be considered the time of the reported theft, loss or unauthorized use. The total amount of damage incurred up to the moment of reporting the loss/theft or other misuse of the Card shall be borne by the Cardholder. The Cardholder shall not bear any loss incurred on the basis of transactions made after reporting the

loss, theft or unauthorized use of the card, unless these have been incurred by the fraudulent actions of the Cardholder.

The Cardholder shall bear all losses incurred as a result of: acting contrary to contractual security measures, misuse or participation in misconduct, fraudulent actions, transactions executed due to intent or gross negligence, failure to inform or notify the Bank of the loss or theft of the Card, unauthorized transactions within the period and in the manner prescribed by these GTC.

Upon receipt of a written notification of loss or theft of the Card, the Bank may issue a new Card to the Cardholder. The cost of making a new Card shall be incurred by the Cardholder.

If the Cardholder finds a card after reporting its loss, he/she may not use it and he/she shall cut it and bring it to the Bank.

## **7. Reissue and cancellation of the Card**

Reissue of the Card shall be made in the expiration month indicated on the Card. The Cardholder has the right to use the Card until and including the last day of the month indicated on the Card.

The Cardholder may at any time before the expiration of the card validity request the issuing of a new Card (in case of damage or for other reasons), and the Bank shall issue a new Card at the Cardholder's expense in accordance with the valid tariff rates of the Bank.

The Cardholder may notify the Bank in writing of the cancellation of the Card before the expiry of the validity period indicated on the Card. This early termination of the Card validity shall result in legal effect only after the Cardholder has settled all his/her due receivables arising from the card with the Bank. The early cancellation of the Primary card validity implies the canceling of validity of all Additional cards.

Card cancellation terminates its validity. The Cardholder may at any time, and no later than 30 days before the card expiration, return the Card with a letter to the Bank, and in the case of the Primary Cardholder, all Additional cards must be returned as well, whereby all the created obligations shall remain in force until their complete settlement. The card also ceases to be valid in case of expiration or loss/damage of the existing card and the Bank refuses to renew/reissue or replace the Card.

If the Cardholder fails to cancel the use of the Card in writing within 30 days prior to the expiration of the Card, and he/she uses it in accordance with the Agreement and the GTC, it shall be reissued with a new validity period and it shall be valid until and including the last day of the month indicated on the reissued Card. The number of times the Card may be reissued is not limited. Any Additional card shall also be canceled with the cancellation of the primary card. The Cardholder has the right to cancel the reissuing of the Additional cards within the forementioned cancellation deadline and accept the reissue of the Primary card.

In case the Cardholder does not take the Card within three months following the reissue date, the Bank has the right to cancel the Card upon charging commissions and fees in accordance with the Tariffs.

The Bank has the right to cancel the User's use of the payment card if he has not settled the contractual obligations related to the use of the payment card for a period of at least 6 (six) months. It is considered that the User does not pay his obligations regularly if there are not enough available funds on the transaction account to cover the Bank's receivables related to the use of the payment card. The Bank will deliver to the User a notice of termination of the contract via contact address that the User provided to the Bank when establishing a business relationship.

A card whose expiration date has ended or which has been canceled may not be used and the User is obliged to destroy the Card or cut it vertically through the chip and the magnetic tape.

The Bank has the right to temporarily or permanently deny the Cardholder who in any way violates the provisions of the Agreement, the GTC or Positive Regulations the right to the Card use, without offering any rationale thereof.

All transactions executed until the moment of cancellation of the Card, regardless of the date of their maturity, as well as any potential costs in accordance with the Agreement and the Tariffs that are an integral part of the Agreement shall be incurred by the Cardholder. The Bank reserves the right to deny to the Cardholder any transaction if there are due and outstanding liabilities arising from the Card or if there are unsettled liabilities with the Bank arising from other cards used by the Cardholder. The Bank has the right to collect outstanding liabilities from any of the Primary cardholder's accounts in the Bank without the obligation to notify the Primary cardholder thereof.

An Additional card may be canceled at the request of the Primary cardholder/authorized legal representative of the company or Additional cardholder. In case the Additional card is cancelled at the request of the authorized legal representative of the company, the Additional cardholder need not be informed thereof by the Bank.

In the event of cancellation by the Bank or the Cardholder, the Bank shall not refund the calculated fees incurred until the cancellation.

The Additional cardholder has the right to cancel the use of the Additional card at any time without the consent of the Primary cardholder, no later than 30 days before the card expiry date. The cancelled card must be returned to the Bank.

The User is obliged to return the cancelled Card to the Bank.

## **8. Daily limit**

The Cardholder may use the Card up to the amount of funds available in the account, within the specified Daily limits.

Daily limits may be changed at the request of the Cardholder and with the consent of the Bank, and the Bank reserves the right, in accordance with its business policy, not to change the Daily limit without the obligation to explain its decision to the Cardholder.

Daily limit is predefined and the Bank is obliged to notify the User via the regular channels of communication (text messages, e-mail, website) of its change (which is determined exclusively for security reasons).

The bank may reduce the daily limit up to which the Cardholder can withdraw cash and pay for goods and services and the Cardholder will be informed thereof on the Bank's website.

Cash may be withdrawn with all debit cards in the currency of the Bank of the card acceptor.

## **9. Blocking and revoking the Card by the Bank**

The Bank has the right to temporarily or permanently block the Card in the event of failure to meet the agreed conditions, as well as in case of unauthorized actions of the Cardholder.

The Bank has the right to temporarily block the Card at any time if the conditions have been met, particularly:

- if the Cardholder has not settled his due liabilities arising from the Card use;
- in the event of death or bankruptcy of the Cardholder (deletion of the legal entity that holds the Business Cards);
- in the case of reported theft or loss of the Card;
- at the Cardholder's request;

- the circumstances for which the Bank may reasonably assume that they may adversely affect the ability of the Cardholder to properly settle his/her obligations have occurred or threaten to occur.

The card may be unblocked if, as per the Bank`s assessment, the causes for the card blocking have been removed.

#### **10. Cardholder`s liabilities and obligations**

Liability for damages caused by careless use of the Card as well as any costs resulting therefrom shall be incurred by the Cardholder. All risks arising from the PIN misuse shall be solely taken by the Cardholder.

The Cardholder undertakes not to use the Card for illegal purposes, including the purchase of products and services prohibited by law in the territory of the country in which the Cardholder is located at the time of the transaction. By accepting these GTC, the Cardholder assumes every liability in the event of unlawful purchase of using the cards subject to these GTC.

The Cardholder agrees to receive notifications of informational character or other information from the Bank via various channels of distribution of the Bank, primarily by phone, text messages, and notifications posted on the official website of the Bank.

Any damage incurred due to the non-compliance with the provisions of these GTC by all Cardholders shall be borne by the Primary cardholder.

#### **11. Charges and fees**

The Bank shall charge fees for card use services in accordance with the applicable Tariffs of the Bank.

The fees are posted on the website and featured at the Bank's branches.

All transactions carried out using the Card, as well as the related fees and charges, are calculated in euros.

For card transaction executed abroad, the Bank will record the amount of the transaction denominated in foreign currency converted into euros as per the Mastercard International`s reference exchange rate, without the obligation to notify the Cardholder in advance.

Transactions executed using the Card at a point of sale or purchase that offer the conversion in euros may be subject to a different exchange rate established by the financial institution of the owner of the ATM/POS terminal. By accepting this service (Dynamic Currency Conversion), the Cardholder accepts the exchange rate and amount of the transaction in euros shown on the screen/confirmation slip which will be debited to his/her Card Account.

Due to the repeated modifications of the Mastercard International`s reference exchange rate, different exchange rates are possible for transactions conducted on the same day and in the same currency.

The Cardholder shall pay fees and charges specified in the Tariffs that are presented in writing and which constitute an integral part of the Framework Agreement and which are available to Cardholders through distribution channels (on the Bank's website and in its branch offices).

The amount of accrued fees and charges is recorded in the card account statement.

In the event that the Bank revokes the Card, as well as in the case the Card is cancelled by the Cardholder, the Cardholder shall not be entitled to a refund of fees and charges paid up to the revocation/cancellation.

Fees relating to the issue and use of the Card are charged from the Primary cardholder's account, without his/her additional consent.

## **12. Final provisions**

These General terms and Conditions are published on the Bank's website and are available in all Bank branches. The GTC shall enter into force on the day of their adoption and they shall be binding on all cardholders as an integral part of the signed Card use agreement.

By signing the Application Form and the Agreement, the Cardholder acknowledges that he/she is aware of and agrees to all the provisions of the GTC as well as with the Tariffs related to the issuing and use of debit cards and that he/she agrees to their application with all future supplements and amendments thereof of which the Cardholder will be timely and adequately informed via the Bank's official website and in all its branches.

The Bank reserves the right to amend the GTC and the Tariffs and it shall inform the Cardholder thereof within the legally prescribed time period and through the legally prescribed channels of communication.

It shall be deemed that the Cardholder has agreed to the amendments if he/she has not informed the

Bank in writing that he/she does not accept the amendments by the date of their entry into force. The Cardholder is obliged to notify the Bank of any change in the address of permanent/temporary residence, change of the employer, as well as any other change in personal data and information, telephone numbers or e-mails that were communicated to the Bank when signing the Agreement. Otherwise, he/she shall be held liable for any damage that may be incurred by the Bank or the Cardholder by failing to report the aforementioned to the Bank.

The Cardholder irrevocably and unconditionally agrees that if he/she fails to act in accordance with the assumed obligation, he/she shall bear all costs of acquiring the information incurred by the Bank.

The Cardholder has the right to a written complaint to the Bank if he/she considers that the Bank does not comply with the provisions of the Law, the GTCs, obligations specified in the concluded Agreement, and good business practice.

The applicable regulations of Montenegro shall apply to the relations, mutual rights and obligations of the Cardholder and the Bank.

The Cardholder and the Bank shall attempt to settle amicably all disputes that may arise from the business relationship.

The Cardholder and the Bank may submit a proposal for out-of-court settlement of disputes in payment system transactions to the Committee for the settlement of out-of-court payment system disputes.

Possible disputes that may arise from the business relationship of the Cardholder and the Bank shall be settled before the competent courts in the place of the Bank's head office, unless otherwise expressly provided and/or unless there is exclusive jurisdiction of another court or competent authority.

Any and all issues not regulated under these General Terms and Conditions shall be subject to the General Terms and Conditions for Transaction Accounts.

The provisions of these General Terms and Conditions shall apply as of 23.02.2023.