



**GENERAL TERMS AND CONDITIONS  
POSTAL SAVINGS BANK JOINT STOCK COMPANY, BELGRADE  
FOR CREDIT OPERATIONS WITH  
NATURAL PERSONS**

**1. General provisions**

These General Terms and Conditions of the Bank Postal Savings Bank, JSC, Belgrade (hereinafter: the Bank) for credit operations with natural persons (hereinafter: General Terms and Conditions) establish standard conditions for establishing relations between the Bank and the User in the matters of approving and using loans, overdraft facilities and issuing and using credit cards, the procedure for communication between the Bank and the User and other conditions of the Bank's credit operations with the User.

In order to ensure that the User is fully informed, the Bank will make available, in addition to these General Terms and Conditions:

- overview of interest rates by product type;
- valid exchange rate list;
- notification of the amount of reference values that are part of variable interest rates;
- Fee schedule for services provided by the Bank in its work with individuals (hereinafter: Fee Schedule) and
- other documents of the Bank of importance for the relationship between the User and the Bank in the Bank's business premises and on the Bank's website [www.posted.co.rs](http://www.posted.co.rs)

The Bank publishes these General Terms and Conditions on the Bank's website [www.posted.co.rs](http://www.posted.co.rs) and in the business premises of the Bank's organizational units.

In case of a conflict between the Agreement and/or other Bank documents, the provisions of the Agreement shall apply, followed by the provisions of these General Terms and Conditions.

In case of a conflict between these General Terms and Conditions and the Law on the Protection of Financial Services Consumers and the Law on Payment Services, the provisions of the Law on the Protection of Financial Services Consumers and the Law on Payment Services shall apply.

General Terms and Conditions are published in Serbian.

**2. Bank Details**

**Name:** Postal Savings Bank, joint stock company Belgrade  
**Address:** no. 3 Kraljice Marija, 11 000 Belgrade, Republic of Serbia  
**Registry number with the SBRA:** BD 5698/2005  
**License no.:** Decision of NBY G.no. 5012 dated 21.11.2002  
**Company reg. no.:** 07004893  
**Tax identification number:** 100002549  
**BIC/SWIFT:** SBPORSBG  
**Transaction account with the National Bank of Serbia** 908-20001-18  
**E-mail:** [kontakt@posted.co.rs](mailto:kontakt@posted.co.rs)  
**Website:** [www.posted.co.rs](http://www.posted.co.rs)  
**Phone:** 011/ 20 20 292

**Call centre:** 011/ 20 20 292 (24/7)

**Supervisory authority:** National Bank of Serbia, no. 17 Nemanjina Street, Belgrade

**3. Terms and definitions used in these Terms and Conditions**

- **User** is a natural person who uses or has used or intends to use services that are not intended for his business or other commercial activity and a farmer as the holder or member of a family agricultural holding within the meaning of the laws regulating agriculture and rural development.
- **Overdraft facility** is the agreed amount of funds that the Bank makes available to the account holder.
- **Personal identification document** is a document based on which the Bank determines the identity of the User (resident ID card, passport, foreigner ID card, refugee identification card).
- **Loan Agreement** has the meaning set out in the law governing contractual relations.
- **A linked credit agreement** is an agreement that serves exclusively to finance certain goods or services and that, together with the contract for the sale of those goods or services, forms an economic whole. An economic whole exists if the credit provider uses the services of the seller to conclude the credit agreement or the goods or services that are the subject of the procurement are explicitly stated in that contract.
- **Credit card** is a type of payment card that allows you to use approved credit funds (payment for goods and services, cash withdrawals, transfer of funds), combining both credit and payment services through a payment instrument; they can be domestic and international depending on the territory of use, but they can also be categorised based on other criteria depending on technology, method of loan repayment, etc.; here a general term is used, and the Bank has more credit cards in its service offer.
- **ATM** is an internal or external device through which the User can withdraw money from the card's credit account, deposit funds into the card's credit account and use other functionalities (balance inquiry); an up-to-date list of locations where the Bank's ATMs are located is available on the website [www.posted.co.rs](http://www.posted.co.rs), so the User can also use the services at other ATMs in the country and abroad in accordance with the Fee Schedule;
- **A POS terminal** is a device installed at a point of sale or counter of a payment service provider that enables the use of payment cards, whereby information about payment transactions is recorded electronically;
- **PIN** is a personal, secret identification number that the Bank may assign to the payment card User and which is known exclusively to the User, and serves to authorize payment transactions with the payment card and makes unauthorized use of the payment card more difficult.

- **Security code (CVV2/CVC2/KBK)** is a three-digit number printed on the back of a payment card, i.e., the signature strip, which is used primarily to initiate payment transactions without the presence of the card (internet transactions);
- **3D Secure** – Visa Secure/Mastercard Identity Check is a service that increases security when paying with a VISA/Mastercard credit card on the Internet, at merchants that are included in Visa Secure/Mastercard Identity Check. The 3D Secure service provides additional protection against unauthorized use of a registered payment card during an Internet transaction. The transaction is finally verified by a code that is received as an SMS message to the registered mobile phone number of the card holder. Without entering the received code, the transaction, or payment, will not be completed.
- **Mobile device** is an electronic portable communication device on which it is possible to install a Digital Wallet application.
- **Digital Wallet** is a software solution for mobile payments of other Service Providers that allows adding a Card to the Service Provider's application for the purpose of using the Card via a mobile device at ATMs and points of sale that support contactless payment and accept a digital card as a payment instrument, as well as for remote payments. The Service Provider determines the type and characteristics of the Mobile Device on which it is possible to install the application and contract the provision of the Digital Wallet service.
- **Digital card** is a card with personalized security elements stored in the Digital Wallet based on a valid Card, and which can be used as a payment instrument for initiating and executing payment transactions at an acceptance device or remotely where the use of this payment instrument is enabled. All agreed terms of issuance and use of a specific Card between the Bank and the User also apply to the digital card, unless otherwise specified in these General Terms and Conditions. The Bank determines which types of Cards can be registered in the Digital Wallet.
- **Digital wallet service provider** is a legal entity that provides a digital wallet service for which the Bank has enabled the addition and use of the Card issued to the User in the form of a Digital card.
- **Repayment plan** is a tabular overview of all chronologically displayed cash flows, intended to inform the User, and for the purpose of more up-to-date monitoring of his obligations under the loan agreement.
- **Nominal interest rate** is an interest rate expressed as a fixed or variable percentage that is applied annually to the amount of credit funds withdrawn.
- **Annual effective interest rate** shows the total costs of loans and other financial services paid by the User, where these costs are expressed as a percentage of the total amount of these services annually.
- **EURIBOR** represents the interest rate at which first-class banks lend each other deposits in euros (EUR), which is set by the European Banking Federation at 11:00 Central European Time (CET), and which is published on user financial systems (Reuters, Bloomberg) two business days before the settlement date.
- **BELIBOR** (Belgrade Interbank Offered Rates) represents the interest rate on dinar funds offered by the Panel banks on the Serbian interbank market. The BELIBOR rate is published two business days before the calculation date. When calculating interest, the rate formed on the date of the beginning of the interest calculation period will be applied, except for the first interest calculation period.

- **A fixed interest rate** means that the interest rate from the contract is unchanged during the period in which the interest rate is contracted as fixed.
- **A variable interest rate** is an interest rate that changes during the repayment period, namely in the part of the interest rate that depends on the level of the reference rate during its regular periodic adjustment.
- **Compound interest** is interest that is calculated and charged only during the use of the loan (during the grace period), i.e., until the moment when loan repayment begins.
- **A representative example** is an example that includes all the elements necessary to demonstrate the conditions under which a particular financial service is used.
- **Durable data carrier** means any means that enables the user to store data intended for him, to access that data and to reproduce it in an unchanged form for a period appropriate to the purpose of its storage (paper, USB flash drives, etc.).
- **The organizational part of the Bank** is the Regional Centre, the Bank's Headquarters, Branches, Sub-branches and independent counters of the Bank.

#### Representative example and application for credit/overdraft facility/credit card

When advertising credit services and permitted overdraft facilities/credit cards, the bank uses a representative example to state:

- type of loan/overdraft facility/type of credit card,
- amount and variability of the nominal interest rate,
- effective interest rate,
- currency in which the loan/overdraft facility/credit card credit limit is contracted,
- period for which the loan/overdraft facility/credit card is contracted,
- criterion for indexing the loan/overdraft facility/credit card credit limit,
- total amount of the loan/overdraft facility/credit card credit limit
- all costs borne by the User.

In the advertising referred to in the previous paragraph, the Bank shall indicate the amount of the effective interest rate more prominently than the other elements.

If the conclusion of a loan agreement, an overdraft facility agreement and an agreement on the issuance and use of a credit card also requires the conclusion of an ancillary service agreement (in particular an insurance agreement), and the price of the ancillary service cannot be determined in advance, the Bank shall state the existence of such an obligation clearly, concisely and in a visible manner, together with the statement of the effective interest rate.

The Bank provides the User with information and appropriate explanations about the terms and conditions relating to the Loan Agreement, in a manner that allows the User to compare offers from different banks.

The User shall submit the following documentation with the request for approval of the loan, overdraft and credit card:

- valid personal identification document – ID card

or passport;

- consent to obtain a report from the Credit Bureau containing data on the User's indebtedness and his regularity in fulfilling obligations;
- Certificate of User's employment and the amount of salary in the last three months, issued and certified by the employer with a statement from the User that they can be used to verify paid taxes and contributions or, for a pensioner, the last three pension checks. In case the User is a taxpayer within the meaning of the law regulating personal income tax, the User is obliged to submit a document containing data on the annual income earned by the User and the prescribed taxes and contributions paid from that income;
- depending on the type and purpose of the loan, appropriate documentation proving the purpose of the loan (e.g., pro forma invoice, preliminary agreement, or real estate purchase agreement drawn up in the form prescribed by law, attachment to the request with authorization to approve a loan for refinancing a loan with another bank, etc.) as well as appropriate documentation relating to collateral;
- and other documentation that the Bank, depending on the type of loan, deems necessary.

The Bank shall, without delay, and no later than within 3 (three) business days from the date of receipt of the application and credit documentation, notify the User in writing (paper or electronic form) whether complete and proper documentation has been submitted with the application for a loan/overdraft facility/credit card.

The Bank shall invite the User to supplement the documentation in case the analysis of the submitted documentation proves it to be necessary.

#### 4. Pre-contractual and contractual phase

In the pre-contractual phase, the Bank provides the User with an offer on the prescribed form in paper form, in a manner that will enable the User to compare offers from different providers of the same services and assess whether these conditions meet his needs and financial situation, in a manner that does not mislead the User.

In the pre-contractual phase, the Bank will also provide the potential User, in writing, with information on the documentation that the User is required to submit with a written application for a loan/overdraft facility/credit card.

The User may obtain a Draft Loan/Overdraft Facility Agreement upon request.

The User is provided with a Draft Credit Card Agreement as a proposal for its conclusion.

The User is responsible for the truthfulness and completeness of all data submitted in the process of submitting an application for the Bank's credit products. The User is obliged to compensate the Bank for any damage, loss or expense incurred as a result of providing false and/or incomplete data.

Upon receipt of the application, and before concluding the

loan/overdraft facility/credit card agreement, the Bank determines the creditworthiness of the applicant for the loan/overdraft facility/credit card and other participants (joint and several debtors and/or guarantors). The Bank will assess the creditworthiness of the applicant and the participants in the loan based on an insight into the debt database (Credit Bureau report), as well as based on other relevant information and documentation obtained from the User.

In case the Bank rejects the User's request based on the review of the Credit Bureau report, it is obliged to immediately notify the User in writing of the data from that database, free of charge.

The Bank makes a decision on the approval of the loan and notifies the applicant of the loan/overdraft facility/credit card limit.

Before concluding the Loan/Overdraft Facility/Credit Card Agreement, the Bank delivers to the User:

- An Offer;
- Draft Agreement (in case of conclusion of a credit card contract);
- Notice about the risks that the User assumes when the service is provided in the dinar equivalent of a foreign currency, i.e., in a foreign currency and the risks of borrowing with a variable interest rate.

Before concluding the Loan Agreement, the Bank will also deliver the offer, i.e., information and the Draft Loan Agreement to the person who intends to provide collateral, except for loans where the User is also the owner of the property that is the subject of a lien, i.e., mortgage, or will become the owner of that property based on a purchase agreement for the implementation of which the loan funds would be approved.

The Bank makes a decision on the User's regular requests for approval of loan products within 30 days, except in the case of approval of loan products for which registration of collateral with the competent institution is necessary, when the Bank makes a decision no later than 60 days from the date of submission of regular and complete documentation.

In the case of housing loans with insurance with the National Corporation for Housing Loan Insurance, in addition to the Bank's decision on the loan application, the decision on accepting the loan for insurance should also be made by the National Corporation. Upon receiving the decision from the National Corporation and any request from the National Corporation for additional documentation, the Bank will immediately notify the User and request additional documents if necessary.

A maximum of two persons may appear on the side of the housing loan user, who are jointly and severally liable for all obligations under the loan agreement.

The Bank has the right to freely decide on the choice of the User with whom it will establish a business relationship, including the Bank's discretionary right to refuse to establish a business relationship, i.e., provide a service to the User.

The related loan agreement, in addition to the above elements, also contains the designation of the goods or services, their cash price and a notice of termination of the Agreement in the event of exercising the right to withdraw from the Agreement.

In the case of a Loan Agreement, the interest rate, fees and other costs, if variable, must depend on the contractual elements that are officially published (reference interest rate, consumer price index, etc.) and whose nature is such that the change in their value cannot be influenced by the unilateral will of either of the contracting parties.

The Loan Agreement, the Overdraft Facility Agreement and the Credit Card Issuance Agreement must contain all the conditions from the offer, or the Draft Agreement accepted by the User. The Credit Agreement, the Overdraft Facility Agreement and the Credit Card Issuance Agreement are concluded in writing. The User is given one copy of the Agreement.

The Credit Card Issuance Agreement is concluded in the form of a framework agreement consisting of the Agreement for a specific credit card, the General Terms and Conditions for Providing Payment Services to Natural Persons, these General Terms and Conditions for Credit Operations with Natural Persons, and the Fees Schedule.

When concluding a Loan Agreement, Overdraft Facility Agreement and Credit Card Agreement, the Bank shall provide the User with:

- one copy of the loan/overdraft facility/credit card agreement;
- one copy of the loan repayment plan (except for overdraft facility and credit card);
- an overview of the mandatory elements of the loan, overdraft facility, or credit card agreement.

The Bank shall provide the collateral provider with a copy of the loan agreement with a repayment plan and an overview of the mandatory elements of the loan, unless the beneficiary of the loan is also the collateral provider or will become the owner of the property that is the subject of a mortgage or other lien based on the purchase transaction for the implementation of which the funds of the loan were approved.

After concluding the agreement on the overdraft facility/credit card agreement, the Bank shall also provide the collateral provider with a copy of that agreement with an overview of the mandatory elements of the overdraft facility/credit card credit limit, unless the beneficiary is also the collateral provider.

## 5. Types of loans

The Bank approves:

- dinar loans;
- loans indexed in foreign currency and
- foreign currency loans in EUR

The Bank grants the residents dinar loans and loans indexed in foreign currency, and non-residents - citizens of the Republic of Serbia who live and work abroad - housing loans in EUR.

In case the loan is indexed in a foreign currency, it is issued in dinar equivalent at the official middle exchange rate valid on the date of issuance of the loan.

If the user has requested to be offered a loan agreement with a variable nominal interest rate and/or in a foreign currency or with a currency clause, the Bank will inform the User about the risks of borrowing in a foreign currency or with a currency clause and about the risks of borrowing with a variable interest rate, on the forms prescribed by the by-law.

Repayment of a loan indexed with a currency clause is made in dinar equivalent using the official middle exchange rate valid on the date of payment of due loan obligations. The stated exchange rate is adjusted daily. The official middle exchange rate refers to the middle exchange rate of the National Bank of Serbia. In case the loan is approved as a dinar loan, the User repays it in dinars, or in case the loan is approved in EUR, the User repays it in EUR.

The Bank, taking into account the purpose, approves the following types of loans:

- non-purpose - cash loans and credit cards;
- overdraft facility on the User's payment account;
- purpose loan for refinancing the User's existing credit obligations in the Bank and other banks, consumer loan, vehicle purchase loan, housing loan and other types of purpose loans.

The Bank is obliged to offer the User a service in dinars, except in the case when the User requests that the service be offered in the dinar equivalent of a foreign currency, i.e., in a foreign currency.

## 6. Interest rates

The Bank, depending on the type of loan, applies a fixed or variable interest rate to loans.

The interest rate and a more detailed definition of the interest rate for an individual type of loan service are listed in representative examples of loans, or overdraft facilities, or credit cards, and are available on the Bank's website and business premises.

In case the Bank intends to change the fixed interest rate or the fixed element of the variable interest rate, it is obliged to obtain the written consent of the User before applying such changes. In the event that the User does not agree, the Bank cannot unilaterally change the interest rate.

Exceptionally, in case the fixed interest rate or the fixed element of the variable interest rate are changed in favour of the User, such changes may be applied immediately and without the User's prior consent. The Bank shall notify the User of the change in writing without delay and shall state in the notification the date from which the change shall apply.

The interest rate for overdraft facilities and credit cards is fixed.

The interest rate is expressed on an annual basis and is calculated using the conform or proportional method, which is regulated by the loan agreement. The interest paid by the User to the Bank is an integral part of the monthly annuities determined by the Repayment Plan of a specific loan.

Depending on the type of loan, the Bank calculates compound interest at the agreed interest rate for the period from the loan disbursement to the loan transfer for repayment. Interest is calculated monthly and at the time of loan transfer for repayment, and can be attributed to the principal debt or charged monthly, at the time of loan transfer for repayment or according to the dynamics of principal repayment, in accordance with the concluded Agreement.

A variable interest rate is expressed through two elements: a reference interest rate that is variable (EURIBOR and BELIBOR) and a margin rate that is fixed.

For loans with the nominal interest rate expressed through two elements (reference rate and fixed margin), the Bank calculates interest according to the value of the reference interest rate valid on the date defined by the Bank's internal act, which is regulated by the Loan Agreement between the Bank and the User. The Bank adjusts the interest rate to the level of the reference interest rate periodically according to the dynamics defined by the Bank's internal act (quarterly, six months or some other maturity of the reference interest rate), which is regulated by the Loan Agreement between the Bank and the User. After adjusting the interest rate, the Bank will notify the User and deliver a new - amended repayment plan, which will be valid until the next adjustment, without a fee.

The proper delivery of the notice of interest rate change, after adjustment to the EURIBOR and BELIBOR levels, and the amended repayment plan, is considered to be sending it in writing.

In case the date of conclusion of the contractual relationship differs from the date of loan disbursement, the User will be provided with the following documents, which include reference values on the day of the loan issuance (loan disbursement):

- One copy of the loan repayment plan as of the date of issue;
- Overview of the mandatory elements of the loan agreement.

In case the effective interest rate is lower than the agreed interest rate or cannot be calculated, the Bank will notify the User and provide an explanation as to why the effective interest rate is lower.

In case the User fails to settle his/her obligations by the due date, the Bank shall calculate default interest on all due and outstanding obligations in accordance with legal provisions. In case the agreed interest rate is higher than the default interest rate, the calculation of default interest at the agreed interest rate shall continue even after the User is in default. The calculation of default interest shall be carried out using the proportional method.

If the User, as collateral for the loan, is obliged to make a designated deposit and if the deposit agreement stipulates interest on that deposit, then the User has the right to apply the same method of calculating interest on that deposit that was applied to calculating interest on the amount of the approved loan.

The Bank will promptly notify the User of any changes in data that, within the meaning of the Law on the Protection of Financial Services Consumers, are not mandatory elements of the loan agreement, the overdraft facility agreement, or within the meaning of the Law on Payment Services and the Law on the Protection of Financial Services Consumers, are not mandatory elements of the credit card agreement.

The Bank may send the notification to the User in any of the manners provided for in point 18 of these General Terms and Condition.

#### **6.1. Credit card interest calculation and debt**

For credit cards, the calculation of due obligations and the calculation of interest is carried out once a month, on the last calendar day of the month, due for collection on the 15th of the following month, and the collection is made from the User's current dinar/foreign exchange/multicurrency account with the Bank. The Bank opens a credit card account for the User, on which it keeps the calculation of all obligations arising from the use of the card and payments. In case the User fails to settle the obligations, the Bank will prohibit further use of the card(s), i.e., activate the security funds or initiate forced collection proceedings before the competent court. The nominal interest rate is expressed on a monthly and/or annual basis and is calculated using the proportional or conform method, which is regulated by the Credit Card Agreement.

By signing the Credit Card Agreement, the User authorizes the Bank to debit his/her dinar/foreign currency/multi-currency payment account for the amount of due obligations based on the costs incurred by using the card(s). Costs include transactions, interest, commissions and fees incurred by issuing and using the card(s).

### **7. Costs borne by the User**

Costs that may arise in connection with the use of credit, overdraft facility and credit cards, which are borne by the User, depend on the type of credit:

- cost of access to the database of the indebtedness of the loan participant (cost of the Credit Bureau report);
- cost of purchasing a blank bill of exchange;
- costs related to loan security instruments: costs of insuring the subject of the lien, costs of assessing the value of the subject of the lien, cost of comprehensive insurance, cost of verifying the lien statement, costs of

registering the lien, costs of deleting the lien (costs related to the subject of the lien, cost of verifying the building permit, cost of obtaining an extract from the competent lien register, cost of verifying the statement of consent of the spouse to establish a mortgage, cost of verifying the statement by which the pledgor agrees to the Bank registering the lien in the lien register, cost of a certificate of payment/ exemption from property tax, etc.);

- costs related to the possible replacement of security instruments. The costs of replacing security instruments, which are borne by the User, depend on which security instrument is being changed and which is offered as new security and which is accepted by the Bank as a new security instrument (annexation costs, costs of accessing the User's debt database (cost of the Credit Bureau report), commission for the processing of the application for insurance with the NKOSK in the amount determined by the NKOSK, costs of obtaining certificates, confirmations, permits and decisions of the competent authorities, costs of deleting the existing lien, costs of verifying the new lien statement, costs of registering a new lien - mortgage, costs of assessing the value of the new subject of lien (real estate), costs of insuring the new subject of lien, etc.);
- one-time fee for processing a loan application or overdraft facility,
- loan administration fee (in absolute or percentage amount),
- credit card issuance and membership fee,
- fees for processing a loan application for insurance with the National Housing Loan Insurance Corporation (hereinafter: NKOSK), insurance premium fee with NKOSK, etc., in accordance with the Agreement,
- cost of registering a housing loan for non-residents with the NBS,
- other costs, fees, commissions, etc..

The types and amounts of fees are defined in the Fee Schedule and are determined by the agreement. The amount of the fee for processing a loan application or the overdraft facility, as well as the amount of the commission for administering a loan or the overdraft facility, are determined according to the average amount of actual costs for a certain type of loan.

The Bank calculates and charges fees for services provided to Users. Fees, costs and commissions may be fixed and variable.

The amount of fees, the method and deadlines for collecting fees are determined by agreement with the User in accordance with the Bank's Fee Schedule.

In case of changes and amendments to fees and other costs for credit cards, the Bank is obliged to submit a proposal for changes and amendments to the framework agreement to the User two months before the proposed start of implementation. In case the User does

not agree with the proposed changes, he/she may terminate the framework agreement without additional costs.

In case the User does not submit an assessment of the value of the real estate/collateral, or an insurance policy for the real estate/collateral or life, in accordance with the contractual provisions, the Bank will obtain them independently, and the costs incurred on this basis will be collected from all available funds that the User or joint and several debtors has in the accounts with the Bank.

The costs of sending reminders that the Bank delivers to the User and possibly to other persons who guarantee the regular repayment of the loan, as well as all other costs arising from the exercise of the Bank's rights under this agreement, in the event of irregular settlement of obligations, shall be borne by the User.

## 8. Issuance and reissuance of a credit card

The card is valid until the end of the month and year indicated on the card. A card whose validity period has expired must not be used, but must be cut vertically across the magnetic strip and chip.

30 (thirty) days before the expiration of the card, the Bank will, without a special request from the Card User, issue a new card on which the new validity period of the card will be indicated.

The Bank has the discretion not to reissue the card, but to allow the User to repay the remaining debt in the manner provided for in the Credit Card Agreement.

The Bank shall notify the User in writing of the reissued or non-reissued card in the manner provided for in point 18 of these General Terms and Conditions.

The Bank reserves the right to inspect the database of the User's indebtedness before reissuing the card, which will be charged in accordance with the Fee Schedule.

At the request of the User, the Bank may issue a maximum of 2 (two) additional cards at the same time.

An additional card may be issued to an adult natural person, a domestic citizen who possesses an identification document, and who is authorized by the User of the main card.

All costs incurred in the process of obtaining data from the Credit Bureau of the Association of Banks of Serbia shall be borne by the Applicant, regardless of whether the Application is approved or rejected. The Bank shall notify the User of its decision on the Application, whether it is approved or rejected.

The Card is the property of the Bank and must be returned at its request. The Card is issued to the User and is not transferable to another person.

## 9. How to use a credit card

The User disposes of funds from the credit card account by using a credit card, by initiating transactions at the point of sale (at a POS device or online or at an ATM) and verifying with a PIN, or by signing the confirmation of the transaction (slip) or by providing data on the card number, CVV2/CVC2/KVK, one-time password as part of the Visa Secure/Mastercard Identity Check service.

Giving consent for the execution of the above-mentioned transactions using a credit card may vary depending on the device or place where it is used:

- by inserting a credit card into an ATM and entering the PIN,

- by reading the card in a POS terminal or other similar device at the point of sale/payment and, depending on the type of device, by entering the PIN or signing the slip,
- by entering and/or providing personalized card security elements (card type, card number, card expiration date, CVV2/CVC2/KVK, etc.) when paying at online points of sale, through catalogue or telephone sales; in the case of providing/delivering this data by the User, each transaction initiated based on the provided data is considered approved by the User.

## 10. Credit card security measures

In order to use the credit card safely, the User undertakes to protect the card and the confidentiality of the PIN from unauthorized access, theft and improper use, and is particularly obliged to adhere to the following security measures:

- upon receiving the card, check its correctness and accuracy of the data on the card and sign the card;
- keep the card safe and know where it is at all times;
- the PIN number must be memorized and kept separate from the card;
- the PIN number must be kept secret and must not be revealed to another person;
- when entering the PIN at an ATM or POS terminal, confidentiality must be maintained;
- personal data and card information must not be disclosed to other persons by telephone, e-mail, etc.;
- not to leave the card in a visible or unprotected place, nor in a place where it is accessible to other persons (workplace, car, etc.);
- the card must not be given to another person for use;
- always check the amount on the bill (slip) before signing it and/or entering the PIN and approving the transaction;
- when paying a bill, the card should not be left unattended and always check whether the card has been returned to the User after the payment has been made;
- do not allow the merchant to carry the card out of the User's sight;
- to bear full responsibility for the use of the card;
- to keep all receipts (slips) for the purpose of control which will be carried out upon receipt of the Bank Statement.

The User is obliged to immediately report to the Bank's Call Centre (011 20 20 292) the loss or theft of the card, any possible transaction carried out through unauthorized use of the card, or card data, and to request the Bank to block further use of the card.

The User is instructed to report the theft of the card and unauthorized use of the card to the competent authority (prosecutor's office, Ministry of Internal Affairs).

The Bank is obliged to enable the User to make a report at any time, otherwise the User shall not bear the consequences of unauthorized use, unless the User himself committed the abuse.

## 12. Digitized credit card

### Adding a Card to a Digital Wallet

The User independently decides and contracts the Digital Wallet service with the Digital Wallet Service Provider. By contracting the Digital Wallet service, the User may, in the manner determined by the Digital Wallet Service Provider, add a valid Card to the Digital Wallet in the form of a Digital card, and it can be used as a payment instrument to initiate and execute payment transactions at an ATM, acceptance device or remotely where this form of payment is possible. The Bank is not a party to that contractual relationship nor does it assume or may assume rights or obligations under that contract and is not responsible for the availability or functioning of that service.

### How to use a Digital card

The User may use the Digital card as a payment instrument to initiate payment transactions at an acceptance device or remotely where it is possible to use this form of payment instrument. The terms and conditions of use of the Digital Wallet service are regulated between the User and the Service Provider. The User authorizes, or gives consent to execute a payment transaction initiated using the Digital card via Personalized security elements stored in the Service Provider's Digital Wallet. For payment transactions executed with the Digital card, fees are charged in the same manner as if the transaction was initiated with the Card based on which the Digital card was generated.

If the User has multiple digital cards in the same digital wallet, the User determines the order of the Digital cards for initiating payment transactions according to the rules set by the Digital Wallet Service Provider in accordance with the contract concluded with the User.

### Card replacement and issuance of a new card

In case the Bank replaces the Card for the User based on which the User created the Digital card in the Digital Wallet for any reason (e.g., if the previous Card has expired, or the Card has been replaced for other reasons), the User is obliged to register a new card in the Digital Wallet if he/she wishes to continue using this service. If for any reason the contract upon which the Bank issued to the User the Card used for the Digital card is terminated or the Bank for any reason denies the right to use the Card (blocks the card), the right to use the Digital card shall cease at the same time.

Deleting a Digital card from the Digital Wallet does not affect the ability to use the Card that was also used in the deleted Digital card, and if the User subsequently wishes to use their card as a Digital card, they can re-register it in the Digital Wallet.

Deleting a Digital card from the Digital Wallet does not release the User from the obligation to settle all obligations arising from the use of that Digital card prior to deletion.

### Termination or restriction of the right to use the Digital card

The Bank has the right to disable the addition of the Card to the Digital Wallet and/or the permanent or temporary use of the Digital card at any time if any of the following conditions are met:

- if there is a suspicion that an unauthorized person is trying to add a card to the Digital Wallet;
- if during the process of adding a Card to the Digital Wallet, the Bank receives information that the Mobile Device to which the Card is being added is lost or stolen;
- if the Bank disables the addition of that type of Card to the Digital Wallet or the Bank no longer allows the addition of a card to the Digital Wallet of the service provider;
- if there is a suspicion of unauthorized use of the Card and/or Digital card, i.e., use of the Cards with the intent to commit fraud;
- in case of blocking or expiration of the Card based on which the Digitalized Card was created;
- at the User's request.

Blocking the Card, i.e., restricting its use by the Bank, also applies to the Digital card, which was created based on the Card. Blocking the Digital card does not necessarily result in blocking the Card based on which the Digital card was created.

If the Digital Wallet Service Provider for any reason prevents the User from adding and using the Bank's Digital card, the User may contact the Service Provider. The Bank has no ability or obligation to influence the Service Provider regarding the availability of the Digital Wallet service for the User.

### Security

For security reasons, in case of adding a Card to the Digital Wallet on a Mobile Device, the User is obliged to handle the Mobile Device with due care and to take reasonable measures to protect and preserve the confidentiality of the personalized security elements stored in the digital wallet.

The obligations regarding the handling of the Card that the User has assumed under the Framework Agreement with the Bank relate to and to the personalized security elements stored in the form of the Digital Card in the Digital Wallet.

For security reasons, the User undertakes:

- not to add their cards to the Digital Wallet located on another user's Mobile Device;
- on the Mobile Device to which they have added or plan to add the Bank's Digitized Card, not to use the security settings (password, secret number, default pattern, etc.) for accessing (unlocking) the mobile device in a way that other persons can guess or associate them with the User;
- not to make available to other persons the selected security settings (password, secret number, default pattern) for accessing (unlocking) the Mobile Device to which the Digital Bank Card has been added or is planned to be added;
- not to allow other persons to access the Mobile Device by storing their biometric data (fingerprint, face scan, etc.),
- in case of suspicion that the security settings (password, secret number, default pattern, etc.) for accessing the Mobile Device to which a Digital Card has been added or is planned to be added, are known to others, the Bank will replace them without delay.

Payment transactions initiated with the Digital Card shall be deemed to have been made by the User, unless the User has previously reported to the Bank the theft, loss or misuse of the Mobile Device or its Personalized Security Elements. Under the responsibility of the Bank and the User, the provisions of these General Terms and Conditions, which also apply to other payment instruments issued by the Bank, shall apply accordingly to payment transactions initiated with the Digital Card.

### Fees

The Bank does not charge the User a fee for registering a card in the Digital Wallet or for using the Digital Card. The Bank has no influence on the charging of fees by the Digital Wallet Service Provider for its service or third parties that provide services directly or indirectly related to that service.

### Personal data processing by the Service Provider

The Service Provider is the controller of the processing of the User's personal data necessary for the conclusion and execution of the contract for the Digital Wallet service, and as such is responsible to

the User for the lawfulness of the processing of his personal data. The Bank has no influence or responsibility for the manner in which the Service Provider collects and processes data.

During the validity and use of the Digital Card, the Bank provides the Service Provider with non-personalized information about payment transactions initiated by the Digital Card in order to execute the contract between the User and the Service Provider.

Contracting and using the Digital Wallet service involves the secure transmission of information via electronic communication networks, the availability of which is ensured by providers of electronic communication services over which the Bank cannot influence, including the provider of electronic communication services of the User. The Bank is not responsible for the availability and operation of these services, nor for the transfer of data via these services from the Service Provider to the User's Mobile Device and vice versa, nor for the storage of data on the Mobile Device.

### 13. Loan, overdraft facility and credit card security instruments

The User is obliged to provide the Bank with adequate instruments to secure the Bank's claims.

In order to secure the Bank's claims against the User, the following means of security may be agreed: a blank promissory note with a "no protest" clause signed by the debtor, an administrative prohibition, a blank promissory note with a "no protest" clause signed by a creditworthy guarantor, a guarantee, a lien (mortgage, chattel mortgage, pledge on a vehicle, pledge on securities, pledge on receivables, etc.), insurance policies (subject of the Loan User's lien) with proof that it is secured in favour of the Bank, a risk insurance policy or job loss insurance with certificate that it is secured in favour of the Bank, a specially placed deposit and other means of security accepted by the Bank in accordance with its internal acts.

The User is obliged, during the term of the agreement, i.e., until the final settlement of all contractual obligations, at the request of the Bank, to submit other security instruments, i.e., replace the security instrument, in the event that the contracted ones become inadequate, insufficient, cannot be performed or their value decreases for any reason.

In the case of loans secured by a mortgage, the User is obliged to submit to the Bank a new appraisal of the mortgaged property made by a licensed appraiser during the term of the Loan Agreement, upon the expiration of a period of 3 (three) years from the date on which the previous appraisal of the mortgaged property was performed. The costs of the appraisal are borne by the User.

At the request of the User, the Bank may enable the replacement of loan collection security instruments during the repayment period, provided that the newly offered security instrument is acceptable from a risk perspective, i.e., it provides sufficient security for the User's obligations towards the Bank and is of appropriate value in relation to the loan debt balance.

The Beneficiary, or the provider of collateral, has the right, after the full settlement of obligations towards the Bank under the loan/overdraft facility/credit card agreement, to take over unused collateral provided under that agreement, including collateral that is entered in the appropriate register.

The Bank is obliged to notify the Beneficiary, or the provider of



collateral, in writing, within 30 days from the date of full settlement of obligations under the Agreement, that the Beneficiary has settled the obligations under the loan/overdraft facility and that he may take over unused collateral provided under this Agreement. The Beneficiary agrees to take over unused bills of exchange deposited as collateral for collection under this loan within 60 days from the date of final repayment/full settlement of obligations under the loan/overdraft/credit card. Upon expiry of this period, the Bank undertakes to cancel them and thus render them unusable..

#### **14. Loan repayment period, repayment and early repayment**

The loan repayment period depends on the maturity of the approved loan - for short-term loans up to 12 months, and for long-term loans over 12 months.

The Bank approves the overdraft facility with the term and amount defined in the individual agreement.

The Bank allows the so-called revolving loan for credit cards for a period of three years with automatic extension of the loan for an identical period and issuance of a credit card for a new validity period in the event that the existing credit card agreement has not been terminated for any reason.

Loan annuities are due for collection monthly, quarterly, semi-annually or annually, depending on the type of loan and the maturity dynamics that the User has chosen when concluding the loan agreement or as specified in the agreement.

The Bank and the User may agree on the repayment of the loan/credit card: via a standing order, via an attachment on salary/pension, or via personal payment. For overdraft facilities, repayment of due obligations is agreed upon by authorizing the Bank to debit the User's payment account with the Bank on the due date. The user may repay the loan/overdraft facility/credit card debt, partially or in full, even before the deadlines set by the agreement, with prior written request to the Bank or by payment to the credit card. The user is obliged to notify the Bank in writing of the intention to make an early repayment of the loan no later than 3 days before the repayment is made, except for payment to the credit card.

In the case of housing loans, if a fixed or variable nominal interest rate is agreed and in the case of loans for which a fixed nominal interest rate is agreed, the Bank has the right to stipulate in the agreements a fee for early repayment in full accordance with the Law on the Protection of Financial Services Consumers.

In case of loans with a variable interest rate, the User has the right to perform his obligations under the loan agreement in whole or in part at any time without any compensation.

If during the term of the contractual relationship circumstances arise that put the User in a difficult financial situation, or other significant circumstances that the User cannot influence, the Bank may, at the request of the User, declare a moratorium on repayment for a certain period, under the conditions and in the manner regulated by a special decision of the Bank's competent authority.

#### **15. Withdrawal from the agreement**

In the case of a loan/overdraft facility/credit card agreement, the User may withdraw from the agreement within 14 days from the date of conclusion, without stating the reason for withdrawal.

In case of a loan agreement secured by a mortgage, as well as in the case of an agreement whose subject is the purchase or financing of real estate, the User may withdraw from the agreement provided that he has not started using the loan or financing.

When withdrawing from the agreement referred to in paragraph 1 of this item, and before the expiry of the period referred to in that paragraph, the User is obliged to notify the Bank of his intention to withdraw in writing in a manner that confirms receipt of the notice of withdrawal, whereby the date of receipt of that notice by the Bank shall be considered the date of withdrawal from the agreement.

The User may send the notice of withdrawal to the Bank in one of the following ways::

- by registered mail with return receipt to the Bank's address: Postal Savings Bank, joint-stock company, Belgrade, no. 3 Kraljice Marije Street, Belgrade or
- at the Bank's counter.

The User who withdraws from the Agreement is obliged to immediately, and no later than within 30 days from the date of sending the notice of withdrawal, return to the Bank the principal and interest for the period of use of the loan, as well as the costs incurred with the competent authorities, if the Bank has paid them. The Bank is obliged to return to the User the funds collected for the annual membership fee for the credit card, in proportion to the period of use.

In case of withdrawal from the loan agreement, the User is no longer bound by the ancillary services agreement. In the case of related loan agreements (e.g., loans based on a business cooperation agreement), if the User exercises his right to withdraw from the goods purchase agreement in accordance with the law governing consumer protection, he/she is not bound by the related loan agreement. In this case, after the payment of funds for the repayment of the approved loan by the seller, the Bank is obliged to return the repaid loan amount, with the interest paid by the User up to the moment of withdrawal from the goods purchase agreement, to the User without delay, and no later than within 30 days from the date of receipt of the notification of withdrawal from the seller of the goods.

## 16. Termination and cancellation of loan, overdraft facility and credit card agreements

The Bank and the User **may mutually, in writing, terminate the loan/overdraft facility /credit card agreement** by concluding a new agreement that will fully regulate the relations related to the agreement being terminated in such a way that there are no disputable relations between the contracting parties.

The User has the right to unilaterally terminate the loan/overdraft facility/credit card agreement in accordance with the law, in cases determined by the agreement concluded between the Bank and the User and these General Terms and Conditions.

The Bank has the right to **unilaterally terminate the loan agreement and cancel the overdraft facility and credit card agreement** in case:

- The User fulfils contractual financial obligations irregularly and untimely,
- it is established that any document, fact or circumstance based on which the Bank made a decision to approve the loan/overdraft facility/credit card is false, falsified or the Bank was misled as to their truthfulness,
- in the case of loans secured by a mortgage, if compulsory execution proceedings are initiated on the mortgaged property of the User or the mortgage debtor in accordance with the law regulating the execution procedure or in accordance with the Mortgage Law,
- for any reason, any of the security instruments provided for in the agreement loses legal validity or changes value so that it no longer provides sufficient security for the User's obligations, and the User, upon the Bank's request, does not replace that security instrument with another one that sufficiently secures the Bank's claims within a reasonable period of time set by the Bank,
- The beneficiary misuses the loan funds approved by the Bank for a specific purpose,
- the User's financial situation deteriorates significantly during the duration of the contractual relationship or is seriously endangered to the extent that it is obvious that he/she can no longer properly settle his/her obligations to the Bank (e.g., enforcement proceedings have been initiated against the User's regular income, deterioration of creditworthiness, loss of employee status, loss of regular monthly income, etc.).
- it is determined by regulations and procedures governing the prevention of money laundering and terrorist financing and compliance with international sanctions against certain countries,
- the User or his/her beneficial owner is on the list of international restrictive measures and/or international sanctions lists that the Bank monitors and applies in its operations,
- it is determined that continuing business cooperation would pose a reputational risk to the Bank,

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- other reasons stipulated in the Agreement are met.

In case the User fails to settle his/her financial obligations in a timely and regular manner, the Bank shall, within the time limits and in the manner stipulated in the agreement, deliver a warning/reminder to him/her before the termination/cancellation of the agreement and invite him/her to act in accordance with the same, at which time he/she shall be given an appropriate deadline to fulfil his/her obligations.

The Bank shall be obliged to notify the User of the cancellation of the overdraft facility and credit card agreement no later than two months in advance.

The Bank has the right, during the validity of the overdraft facility and credit card agreement, to deny the User the right to withdraw funds from the overdraft facility/credit limit for justified reasons (unauthorized use of the loan, significant deterioration of the User's creditworthiness, etc.).

If the User of the overdraft facility and credit card is denied the right to further withdraw funds, the Bank is obliged to immediately, and no later than within three days, inform the User in writing or on another durable medium of the reasons for denying the right to withdraw unused funds.

The Bank is obliged to notify the User of the termination/cancellation of the loan/overdraft facility/credit card agreement in writing, by registered mail sent to the User's address specified in the agreement, or to the address of which the User subsequently notified the Bank in writing.

In case the User has not received a notice of termination/cancellation of the agreement because he has changed his residential address and/or delivery address, and has not notified the Bank of the change in writing in a timely manner, or if he/she avoids receiving the notice of termination/cancellation, the agreement will be considered terminated/ cancelled after the expiration of 15 days, or two months (in relation to the notice of termination of the overdraft facility and credit card agreement) from the date on which the registered mail was delivered by post, and for which it was confirmed by the person authorized to deliver it that the delivery of the notice was attempted.

The date of termination/cancellation of the agreement is considered the date of delivery of the notice of termination/cancellation of the agreement, after which the Bank is authorized to initiate the procedure for collecting the claim from the accompanying collateral.

The notice of termination/cancellation of the agreement contains information:

- on the termination/cancellation of the agreement and that all obligations under the agreement are declared due (the entire amount owed, together with the applicable interest and collateral claims),
- on the type and amount of the User's obligations under the agreement being terminated/cancelled, on the date of the calculation, with a note that the amount of the obligations is increased by the obligations due by the

date of their payment, and that the User can obtain information on the final amount of the debt from the Bank,

- on the Bank's right to activate the collateral submitted to the Bank or established in favour of the Bank, in accordance with the agreement.

In the case of credit cards, the Bank may allow the User to continue repaying the debt in the manner regulated by the agreement in case of cancellation of the agreement, provided that further use of the card and borrowing in that case is disabled.

In case of unilateral termination/cancellation of the agreement, the Bank has the right to compensation for any damages in accordance with the law.

### 17. Assignment of claims

The Bank has the right, without the User's special consent, to transfer all claims and rights under the loan agreement, overdraft facility agreement and credit card agreement to another bank in full compliance with the Law on Contracts and Torts and the Law on the Protection of Financial Services Consumers.

The Bank will notify the User of the transfer within 15 days of the transfer.

### 18. Communication between the User and the Bank

The Bank has the right, before, during and after the establishment of a business relationship with the User, to take legally prescribed actions and measures to prevent money laundering and terrorist financing, including measures to identify and monitor the User, by obtaining additional data and documentation in accordance with applicable regulations.

The Bank is obliged to provide the User with a notification at least twice a year, free of charge, about the status of his debt under the loan agreement, in the manner regulated by the loan agreement concluded between the Bank and the User. In the case of a credit card, the Bank provides the User with a monthly statement of changes on the credit card and the status of the debt in the manner determined by the User.

The Bank is not liable to the User for any damage:

- arising as a result of actions taken by the User, not complying with the General Terms and Conditions, the agreement concluded with the Bank, the Bank's orders/instructions;
- arising as a result of force majeure, war, state of emergency, strike, etc.;
- arising as a result of circumstances over which the Bank had no influence and which it could not foresee, prevent or avoid;
- arising as a result of actions by competent state authorities;
- arising as a result of the Bank taking actions in accordance with positive regulations;
- arising as a result of material (qualitative and quantitative) and legal deficiencies of goods/services whose purchase is credited;
- caused to the User or a third party as a result of incorrect and/or unclear and/or otherwise imprecise instructions

received from the User and/or third parties.

The User is obliged to immediately, and no later than within 3 (three) business days from the occurrence of the change, notify the Bank in writing of any change in personal name, address of residence or stay, mobile phone number, e-mail address, change of residency status, change of address and name of employer, change or loss of job, decrease in income, as well as other elements that are important for his communication and business with the Bank, as well as for the settlement of his obligations towards the Bank.

The Bank does not assume obligations and responsibilities, other than those provided for in the General Terms and Conditions, except in the case when this is determined by applicable regulations or acts of the Bank, or if this is agreed in writing between the Bank and the User..

The Bank is obliged to provide the User with a written notification, free of charge, at least once a month - a statement of all changes to his payment account, in the manner chosen by the User. The Bank is also obliged to provide the User with a monthly statement of changes to the credit card and the balance of the debt in the manner chosen by the User, which contains the amount of the approved loan, a review of recorded transactions, commissions, fees, payments made in the previous month for the use of the card(s), the calculated interest for the relevant calculation period, the interest rate for the calculation of regular interest, as well as a notification of the balance of the debt. The statement is considered to have been properly delivered if it is sent to the agreed address for sending the statement or if it is collected in the organizational part of the Bank or delivered by e-mail to the User's e-mail address. Any additional or more frequent notification at the User's request will be provided by the Bank for an appropriate fee, which is regulated by the Fee Schedule.

In case of a significant unauthorized overdraft lasting longer than one month, the Bank shall notify the User by sending a reminder. A significant overdraft is considered to be an amount exceeding RSD 1,000.00.

The Bank shall inform the User in a clear and unambiguous manner about commercial activities by telephone, e-mail or other means of distance communication.

The Bank shall inform the User about the exchange of information and notifications regarding these General Terms and Conditions and the Loan Agreement, the Overdraft Facility Agreement and the Credit Card Agreement, as well as other commercial activities, via one of the following communication channels;

- via Bank statement;
- via SMS message;
- via electronic and mobile banking, including Push messages;
- via email or other means of remote communication that enables individual communication with the User (using applications and social networks - Viber, WhatsApp, Facebook, etc.).

For the purpose of exchanging information with the Bank, the User is obliged to register with the Bank a mobile phone number for communication, including calls, SMS messages, and other forms of mobile communication, or an email address for communication with the Bank.

### 19. Trade and banking secrets and protection of personal data of Users

Trade secret has the meaning set forth in the Law on the Protection of Trade Secrets and the Law on Payment Services. Banking secret is a trade secret and has the meaning set forth in the Law on Banks.

The Bank, members of its bodies, shareholders, employees of the Bank and persons engaged by the Bank, who have access to the aforementioned data that are considered trade/banking secrets, are obliged to keep trade/banking secrets and may not disclose or provide third parties with access to the aforementioned data, except if such data is provided at the request of a body exercising public law powers, or if the person to whom such data relates has previously given written consent, as well as in other cases prescribed by law.

The Bank has the right to process User data that is considered a business or banking secret, and that represents personal data, in accordance with the regulations governing the protection of personal data.

Information on the Bank's rights and obligations relating to the collection and processing of personal data, the purpose and legality of processing, the rights and obligations of the User and other persons whose data is processed, as well as all other information that the Bank is obliged to provide to the User, can be found in the Privacy Policy and Information on the Processing and Protection of Personal Data, which are available on the Bank's official website [www.posted.co.rs](http://www.posted.co.rs)

## 20. Complaint submission procedure

The User has the right to submit a written complaint to the Bank if he/she believes that the Bank is not complying with the law, the General Terms and Conditions, good business practices and obligations under the Framework Agreement. The User may submit a written complaint within three (3) years from the date of the violation of his/her right or legal interest, at any Bank counter, by sending it to the following address: Banka Poštanska štedionica, akcionarsko društvo, Beograd, Kraljice Marije br. 3, 11120 Beograd or electronically to the email address [prigovori@posted.co.rs](mailto:prigovori@posted.co.rs), via the contact form for complaints on the Bank's website [www.posted.co.rs](http://www.posted.co.rs) and via the electronic and mobile banking application.

The Bank is obliged to provide a written response to the complaint within fifteen (15) days from the date of receipt of the complaint, with a note that exceptionally, for reasons beyond its control, the deadline may be extended for an additional fifteen (15) days, of which it is obliged to notify the user in writing, stating the reasons why it is unable to provide a response within the deadline, as well as the deadline by which the response will be provided..

If the user is not satisfied with the Bank's response or the Bank has not provided a response within the prescribed period, the user may, within six (6) months from the date of receipt of the complaint or the expiry of the deadline for submitting a response, submit a complaint to the National Bank of Serbia at the following address: Financial Services User Protection Department, Nemanjina 17, 11000 Belgrade or PO Box 712, 11000 Belgrade, as well as via the contact form on the website of the National Bank of Serbia – [www.nbs.rs](http://www.nbs.rs), by selecting the option "Submit a complaint/objection to the work of a financial service provider."

If the complaint/claim is submitted through an attorney, a special power of attorney shall be submitted with the complaint/claim, authorizing the attorney to file a complaint/ claim with the Bank/National Bank of Serbia on behalf and for the account of the primary user against the work of a specific Bank and to take action in the procedure regarding that complaint/claim. The same power of attorney shall authorize the attorney to make available to the attorney data relating to the user that constitute a banking secret within the meaning of the law governing banks, or a business secret within the meaning of the law governing payment services.

A dispute with the Bank may also be resolved in an out-of-court procedure – a mediation procedure, initiated at the request of one of the parties to the dispute, and accepted by the other. It may be conducted before the National Bank of Serbia or another body or

person authorized to mediate. Initiating and conducting a mediation procedure does not exclude or affect the exercise of the user's right to judicial protection.

The complaint resolution procedure is free of charge.

The Bank publishes detailed information regarding the method of submitting a complaint, the Bank's action upon the complaint, the method of submitting a complaint and the right to initiate a mediation procedure on its official website and in all business premises of the Bank where it provides services.

## 21. Final provisions

The mutual rights and obligations of the User and the Bank are governed by the law of the Republic of Serbia.

The court with actual jurisdiction over the User's legal residence/address in the Republic of Serbia shall be competent to resolve any disputes arising from the business relationship between the User and the Bank, unless otherwise agreed, i.e., unless there is exclusive jurisdiction of another court or competent authority.

**POSTAL SAVINGS BANK, JOINT-STOCK COMPANY,  
BELGRADE**