

SPECIAL TERMS OF USE OF DIRECT CHANNELS FOR PRIVATE INDIVIDUALS

I OPENING REMARKS

OTP banka Srbija akcionarsko drustvo Novi Sad (hereinafter: the Bank) under these Special Terms for the use of Direct Channels for Private Individuals (hereinafter: Special Terms) regulates mutual rights and obligations of the Bank and the User related to the use of Direct Channels for private individuals.

Basic details of the Bank:

Business name: OTP banka Srbija akcionarsko društvo Novi Sad

Head office: Novi Sad, Trg Slobode 5

Tax identification number (PIB): 100584604

Official registration number (MB): 08603537

Account number at the National Bank of Serbia: 908-32501-57

Bank website: www.otpbanka.rs

SWIFT: OTPVRS22

e-mail address: info@otpbanka.rs

mailing address: Novi Sad, Trg Slobode 7

Info tel: +381 (0) 21 421 077 i +381 (0) 11 30 11555

Operating permit issued by the National Bank of Yugoslavia by Decision G.no 415 as of 05.05.1995. The supervision and control of the Bank is performed by the National Bank of Serbia, Belgrade, Kralja Petra 12 and Nemanjina 17, in accordance with legislation regulating operations of banks.

II TERMS AND DEFINITIONS

Direct channels for private individuals means a set of Bank services, namely: Electronic Banking and Mobile Banking, Contact Centre Service and SMS Service, which the Bank negotiates with natural persons and farmers as holders or members of a family agricultural household.

Electronic Banking means a service which, through the Bank electronic platform, allows the use of services connected to the payment account by using a corresponding application software on a computer.

Mobile Banking means a service which, through an mobile application of the Bank, enables the use of services connected to the payment account, by using a corresponding application software on a mobile telecommunication device.

Contact Centre Service means a set of Bank services accessed by the User through an information and telecommunication technology, and encompasses: Interactive Voice Response, ChatBox Service and communication with Contact Centre operators.

Interactive Voice Response means a service of the Contact Centre, which enables access to information on Bank products and services, as well as submitting requests for execution of Transactions between the same User's accounts.

ChatBot Service means a service of the Contact Centre, which enables access to information on Bank products and services, as well as submitting requests for performance of simple transfers on platforms where the Bank provides this service (Facebook, Viber etc.).

SMS Service means a service that enables receiving information about Bank products and services and notifications about executed payment transactions, as well as on the maturity of obligations per products, which a User holds at the Bank.

User Manual means a document of the Bank containing explanation of the manner of work and use of a particular service as part of the Direct Channels for private individuals, which is available in Bank branches and on Bank website.

User means a natural person (resident or non-resident within the meaning of provisions of the law regulating foreign exchange operations) and farmer as holder of a family agricultural household within the meaning of regulations governing agriculture and rural development, who has established a contractual relation with the Bank in terms of using Direct Channels for private individuals in accordance with the Special Terms.

Transaction means a payment transaction executed by using Electronic Banking or Mobile Banking.

Means for identification, authorization and and/or signature means data and/or procedures: for User identification necessary to access Direct Channels for private individuals, for authorisation of Transactions, for signing electronic documents and/or giving consent to establish a contractual relation with the Bank (e.g. User name, password, PIN, User telephone number, one-time password, tokens, qualified electronic certificate and/or other Identification Device) for modification of contractual conditions, as well as for delivering information and notices related to Bank products and services.

Activation code means numbers or letters that the Bank assigns to the User in the process of activation and/or registration to electronic and mobile banking.

Password means numbers or letters selected by the User when accessing and/or activating electronic banking and authorising orders.

PIN (Personal Identification Number) means a numerical password which the User receives from the Bank through a communication channel or method which is used as Means for identification, authorization and/or signature on one or more services of Direct Channels for private individuals.

Security Identification Device means a device which is used for signing, User authentication and for authorising transactions.

Token means a security device used to log in to electronic banking services and to authorize Transactions, i.e. to consent to the conclusion of an agreement with the Bank.

mToken means a program connected with the mobile device of the User through mobile banking application and through which a one-time password and/or PIN may be generated to log in to electronic or mobile banking, to give consent for the use of electronic or mobile Banking or Transaction authorization, i.e. give consent to the conclusion of agreement with the Bank in terms of the use of services, i.e. products under the Bank offer.

Electronic payment card means a payment card issued by the Bank which has been digitalized within electronic banking and/or mobile banking and/or other applications providing that option. The electronic payment card may be used at points of sale equipped with contactless POS terminals for the processing of card transactions. The Bank determines the types of payment cards which by their features may be subject to digitalization.

One-time password means a password that the User receives from the Bank through a communication channel and which can be used only once, timely restricted, following which it becomes invalid and cannot be used for another identification of the User, i.e. authorization of the Transaction.

Request for a change of data means a form or a series of actions undertaken, aimed at initiating procedure for change of personal data of the User and/or reporting loss of Means for identification, authorization and/or signature, available to the User. The User is obliged to fill and submit such request to the Bank.

Request for using a nother product and/or service under Bank offer and Request for changing conditions of products and/or services in use under Bank offer means a form or a series of actions undertaken by using the Means for identification, authorization and/or signature through electronic banking or mobile banking, initiating the procedure for submission of: request for the approval of using a product and/or service under the Bank offer and/or request for change of approved conditions for products and/or services of the Bank that are already used by the User.

General Terms means General Terms and Conditions for Payment Services for Private Individuals that are applied in relations with natural persons, i.e. farmers as holders of family agricultural households within the meaning of regulations governing agriculture and rural development, which regulate mutual rights and obligations between the Bank and User with reference to performance of payment services in accordance with legislation governing the area of payment services.

Framework Agreement means a Framework Agreement on the provision of Payment Services in accordance with provisions of the General Terms and legislation governing the area of payment services.

Distance Agreement means an agreement according to which the Bank is obliged to provide financial services being the subject of such Agreement to the User, with reference to which provision of information and undertaking of other activities in the pre-contractual phase, i.e. conclusion of such agreement is performed exclusively through the use of one or more means of distance communication, within the organised offer of providing

these services pursuant to the law governing protection of financial consumers in distance agreements.

Means of distance communication is any means that can be used to directly advertise, provide information in pre-contractual phase, give and/or accept offers, negotiate and conclude an agreement without simultaneous physical presence of both Bank and a User (e.g. Contact Centre, the Internet, e-mail, telephone).

Agreement on Payment Service means a specific agreement on the opening and maintenance of a current account/package and provision of payment services, as well as other payment accounts irrespective of their title, which in accordance with the legislation governing the payment service area are designated as payment accounts, as well as a specific agreement that regulates the terms and conditions for the approval and use of payment cards from the Bank's offer.

Agreement on other financial service means a specific agreement on the use of a Bank product from the area of financial services, not being a payment service.

Admission Form for Direct Channels means a document by which the User, who has not otherwise negotiated the use of Direct Channels for private individuals, files a request to the Bank for the use of Direct Channels for private individuals.

Terms and notions defined in the General Terms which have not been defined otherwise in these Special Terms, shall have the same meaning as in the General Terms.

III GENERAL PROVISIONS

The Special Terms shall be applied in the business relation between the Bank and User in terms of use of Direct Channels for private individuals and constitute an integral part of the Framework Agreement.

The provisions of the Agreement on Payment Service, of the Admission Form for Direct Channels (should the User so negotiate use of Direct Channels for private individuals), of the Agreement on other Financial Service, followed by the General Terms and other documents comprising the Framework Agreement, shall apply to all that is not regulated by these Special Terms.

The Bank may, in line with technical abilities and development, modify existing and introduce new functionalities within the Direct Channels for private individuals, as well as to modify and enhance them, where it is understood that the Bank will inform the User of such modifications and novelties through Direct Channels for private individuals on the Bank website or other suitable manner. By using any functionality, the User confirms agreement with the terms and conditions of use, and is liable for proceeding in accordance with the User Manual.

IV ELECTRONIC AND MOBILE BANKING

Contracting

By concluding or by amendments or supplements to the Framework Agreement or signing the Admission Form for Direct Channels and/or Agreement on other Financial Service depending on the manner of contracting, the User also becomes a user of electronic and mobile banking according to the terms and conditions as regulated in more detail by these Special Terms.

The Bank shall enable the User to create on standalone basis or through Contact Centre a user account for the use of electronic or mobile banking..

The User may initiate the Activation code to activate the user account for electronic or mobile banking on a standalone basis, by entering the Account number or last four digits of the Card or by dialling the Bank Contact Centre. Upon entering such data, the Bank shall deliver the Activation code to the User via an SMS message to the mobile telephone number which the User submitted to the Bank.

The User Manual for electronic i.e. mobile banking includes the description and manner of use of the specific service and is exclusively educational in character and it is available to the Users on the Bank website and/or within the electronic i.e. mobile banking platform itself, as well as in printed form, upon explicit request of User in Bank branches.

The User is obliged to proceed to initialization of retrieved Means for identification, authorization and/or signature, according to the User Manual. During initialization, the User defines his/her PIN, i.e. password to access the Means for identification, authorization and/or signature.

By submitting the request, the User may ask to be assigned a new Means for identification, authorization and/or signature or keep the Means for identification, authorization and/or signature previously assigned to him/her to access electronic or mobile banking. If the User requests a new Means for identification, authorization and/or signature to be assigned to him/her, the Bank shall deliver to the User a User name and one-time password and/or a Security Identification Device. The Means for identification, authorization and/or signature can also be an mToken issued at the request of the User - in that case the User is also assigned an Activation code for the activation of the mToken.

The hardware Token or other means that is used as Means for identification, authorization and/or signature is the property of the Bank and the User is obliged to return it at the Bank's request, except in the case when the User paid a one-time fee for its issuance.

The same or different Means for identification, authorization and/or signature can be used for accessing electronic i.e. mobile banking.

In case of damage, blockade, loss or expiry of term of use of the Means for identification, authorization and/or signature, the Bank may, at written request of the User, proceed to its replacement.

Functionalities of electronic banking and mobile banking

Electronic banking and mobile banking enables the User to:

- Review the balance and turnover under all current and other payment accounts of the User at the Bank as well as deposit accounts, including accounts for which the User is authorized to dispose with funds;
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- Transfer of funds from i.e. to payment account (internal and external payment transactions)
- Transfer of funds to and from deposit accounts (placing/withdrawing deposit),
- Transfer of funds to credit product account/subaccount
- Sale and purchase of foreign currency,
- Payments at points of sale of the Merchant equipped with contactless POS terminals, by means of Electronic payment card in accordance with the rules of card schemes.
- Issue of request for payment at the point of sale of the Merchant, through standardized two-dimension designation - QR Code, and through instant transfer system of approvals;
- Transfer of funds to receiver of payment / receipt of funds by means of the "PRENESI" service and through instant transfer of credit system, by entering the mobile phone number of the payment receiver;
- Review of balance and turnover of credit products used at the Bank.
- Use of other functionalities according to the project solution of the Bank and further developments of this Service.

In addition to the foregoing, electronic and mobile banking also enable the:

- Management of personal finances;
- Management of payment cards (e.g. change of PIN, blocking and unblocking and similar);
- Modification of contact data;
- Represent a communication channel with the Bank regarding all established contractual relations between User and the Bank;

- Initiating request for change of conditions of product and/or service under the Bank offer, used by the User, by using corresponding Means for identification, authorization and/or signature;
- Initiating, approval and full implementation of use of products and/or service from the Bank offer by using corresponding Means for identification, authorization and/or signature.

In order to use electronic and mobile banking, the User should ensure appropriate computer, hardware and software equipment and communication equipment, which may vary depending on which of these two services the User wishes to use. Under special circumstances the Bank is entitled to determine minimum specific technical requirements for the use of a of electronic or mobile Banking (temporary or permanent) of which it shall inform the User in the agreed manner, i.e. as defined by the General Terms, Agreement on Payment Service, i.e. Agreement on other Financial Service and/or by these Special Terms, whereby the User is in agreement with the manner of modification and notification manner (including, but not limited to sending e-mail, SMS to the telephone number of the User, fax, electronic form of communication via Viber, WhatsApp, to the post mail address of the User, through Electronic or mobile banking platform, along with or on Account statement and via other communication channels the User has opted for).

Access to Electronic or Mobile Banking

The User accesses Electronic and Mobile Banking Service in a manner provided for, as follows:

- electronic banking – by using an Internet browser;
- mobile banking – by using an application downloaded from a publicly accessible location provided by the Bank.

Distance Contracting

By using electronic or mobile banking, the User can submit a request for the approval of a product and/or service under the Bank offer, or for the modification of conditions of a product and/or service in use. Additionally, the User may give approval, by way of using electronic or mobile banking, to the Bank to proceed to the analysis of his/her creditworthiness on the basis of his/her profile and credit history, as part of the request for approval of credit product. After filing through electronic or mobile banking, the request for use approval of a product and/or service, i.e. modification of conditions of a certain product and/or service in use,

- may be performed electronically, where the complete procedure of approval and implementation is done via electronic or mobile banking, whereby the User gives consent by using a Qualified electronic Certificate or through consent for establishment of a contractual relation by way of two-factor authentication, or by using highly reliable electronic identification schemes, in accordance with the law regulating electronic documents, electronic identification and trusted services in electronic business operations and regulation of the National Bank of Serbia regulating minimum standards of management of the financial institution's information system.

In case the User decides to perform the complete process from request for approval of a product and/or service of the Bank or modification of product and/or service in use, to approval and implementation through electronic or mobile banking Service, the contractual documentation is drafted on a durable medium in electronic form (electronic documents) and signed by Qualified Electronic Certificate of the User, i.e. confirmed by consent giving by way of two-factor authentication (or optionally, by another means of identification, authorization and/or electronic signature if allowed by legislation), in accordance with the provisions of applicable legislation regulating this area.

In operating with electronic documents, the Bank has the obligation to apply suitable technological procedures and equipment which provide the protection of these documents, in accordance with applicable legislation regulating this area.

The User is obliged to safekeep the means and information for identification, authorization and/or formation of a Qualified Electronic

Signature from unauthorized access and use. The User is obliged to request revocation of a certificate immediately in any case of loss or damage to the means or information for the formation of a Qualified Electronic Signature. The User is obliged to submit to the Bank all needed data and information about changes that influence or can influence the accuracy of determining his/her identity, without delay, immediately after the changes have been made.

Whenever the consent of the User for establishing, i.e. modifying the contractual relation, as well as performing the Transaction was given by appropriate Means of identification, authorization and/or signature, the Bank and User agree that such established, i.e. modified contractual relation i.e. performed Transaction shall be considered effective, with proof of evidence and in written form, in line with the provisions of legislation regulating this business area.

Electronic Payment Orders

By using the electronic or mobile banking Service, the User disposes of funds on accounts up to the amount of available funds, by issuing an electronic payment order.

The electronic payment order is issued on a form placed in electronic or mobile banking namely by completing all required data to execute a Transaction by the User, in accordance with the General Terms and applicable legislation.

The User assumes liability for the accuracy of data entered in the electronic payment order.

The Bank is not liable when an Electronic payment order is refused or non-executed due to the error of the User nor is it responsible for execution of incorrectly filled in electronic payment orders by the User.

Submission of payment orders – Users-non-residents

The User – non-resident within the meaning of the law regulating foreign exchange operations is enabled to perform exchange transactions and internal transfers by using electronic or mobile banking, exclusively between his/her own accounts at the Bank.

As an exception from the previous paragraph, Users – non-residents holding a work visa, work permit or residence permit in the Republic of Serbia, as well as diplomatic and consular representatives of foreign countries and members of their families, may perform payments by electronic or mobile banking in an amount that does not exceed 60,000 dinars per transaction, and which is carried out from dinar account of User – non-resident to the credit of predefined accounts of public companies, for the purpose of payment of utility, telecommunication and similar services. The list of public companies accounts to which payments may be executed in line with this paragraph is enclosed on the website of the Bank.

In order for the User – non-resident to be able to proceed to payments under the previous paragraph, he/she must submit to the Bank a valid diplomatic-consular passport, work visa, work permit or residence permit in the Republic of Serbia, and the Bank shall inform the User of possibilities of payment via electronic and mobile banking not later than within 5 working days from submission of required documentation, by SMS message. The User – non-resident shall submit the documentation through electronic or mobile banking in line with the Instruction for enclosing documents submitted to the User – non-resident by electronic and mobile banking and which is available on the Bank website.

Consent for Execution of Transaction

The Bank shall execute a Transaction provided that prior to execution of a Transaction the User:

- a) Has been identified by the Means for identification, authorization and/or signature as follows:

- Identification by User name and password: by entering a combination of a unique username, that the User obtained from the Bank, and the password created by the User;
- Identification by user name and PIN: by entering a combination of a unique user name, that the User obtained from the Bank, and PIN;
- PIN identification: by entering a unique PIN created by the User;
- Identification by Token: by use of a Token as a basic/additional means for accessing, identification and/or authorization of Transactions;
- Additional identification by entering and confirming a one-time password that the User obtained from the Bank;
- Identification by a Qualified Electronic Certificate: by using a medium on which the Qualified Electronic Certificate of the User is located and by entering the PIN;
- Identification by biometric features (fingerprint, face reading, etc.). The User registers these biometric data on his/her device from which the User accesses these services, while the Bank does neither collect nor store them in the Bank's information system.

and

b) Gave consent for its execution in one of the following ways:

- By Token: the Transaction is authorized by entering and confirming a one-time password generated by the Token device based on a query obtained during the execution of a Transaction;
- Additional authorisation by entering and confirming a one-time password that the User obtained from the Bank;
- Additional authorisation by biometric features (finger print, facial recognition etc.) The User registers these biometric data on his/her device from which the User accesses these services, while the Bank does neither collect nor store them in the Bank's information system.
- Additional authorisation by a Qualified Electronic Certificate: the Transaction/Request is authorized by using a medium on which the Qualified Electronic Certificate is issued and by entering and confirming the user PIN.

Time of receipt of Electronic Payment Order

The time of receipt of Electronic payment order designates the moment when the Bank receives the User's Electronic payment order. The Electronic payment order issued through electronic or mobile banking is considered received at the moment of its receipt in the information system of the Bank with previously executed application check of authenticity of the applicant as well as the completeness of data in the Electronic payment order.

Immediately upon receipt of the Electronic payment order, the Bank will provide the User with information on receipt of Electronic payment order through electronic i.e. mobile banking, where it is understood that receipt does not imply execution of the Electronic payment order, but only that the order has been received for execution.

Electronic payment orders are executed in line with the Time Schedule, General Terms and Special Terms.

Execution and Refusal to Execute Electronic Payment Order

The Bank will execute an Electronic payment order if:

- It is filled in with all required elements;
- Coverage for execution of such order in defined currency is provided;
- Coverage for the Transaction execution fee is provided in accordance with the Pricelist of Fees;
- Consent for Transaction execution is given as prescribed by Special Terms;
- There are no impediments for the execution in line with the law and other regulations.

The Bank is entitled to refuse execution of an Electronic payment order if:

- Consent for execution of Transaction is not issued and/or given in line with the General terms and Special Terms;
- It does not contain correct data about the payer and/or the payee as well as other data necessary for proper execution of the Transaction;
- The unique identifier or other data which the User is obliged to provide for proper execution of Transaction is not accurate;

- The User's account has insufficient funds to execute the Transaction and charge the Transaction execution fee;
- For realisation through the IPS payment system for which funds to execute the Transaction are insufficient and/or when the payee's payment service provider submitted the response of not accepting the instant transfer order with reasons for not accepting such order and/or the time for such a response of the payee's payment service provider has expired;
- There are legal impediments for the execution of the Transaction (account blockade in line with the regulations or other impediments in line with the tax regulations, AML regulations, foreign exchange operations related regulations and the like).

The Bank reserves the right to request from the User, prior to and upon executing the Transaction, additional information related to a specific Transaction, if such an obligation would arise from applicable regulations (e.g. regulations governing the prevention of money laundering and terrorism financing and/or from internal acts of the Bank that are reached based on regulations and/or from rules of the banking group to which the Bank belongs. Should the User fail to submit required additional information to the Bank, the Bank reserves the right not to execute the Transaction in question, i.e. to refuse it. Should the User provide an erroneous unique identifier or any other inaccurate important element of the Electronic payment order to the Bank, the Bank shall assume no liability against the User for the accuracy and timeliness related to execution of the Electronic payment order.

The Bank shall notify the User on the refusal of payment order, and if possible about the reasons for such refusal, and the actions for correction of errors that caused the refusal, within deadline set for execution of order that is stated in the Time Schedule, by informative messages visible through the electronic or mobile banking platform.

The Bank may charge a fee for sending notification about the refusal to execute a payment order, if the refusal is based on the reasons stated in this Subheading of the Special Terms, in line with the Pricelist of Fees.

Revocability of Electronic Payment Order

The User may not revoke a consent for execution of a Transaction after he/she has given consent for execution of Transaction in the manner as stated in Subheading Consent for Execution of Transaction and after the Transaction has been received in the Bank's information system.

The User may revoke the given consent for the execution of a Transaction via standing order until the end of the business day that precedes the day set for the commencement of the execution of payment order. If the User revokes a standing order it is deemed that the User has also revoked the consent for all possible Transactions which would have been executed after the day of revoking the consent, had the consent not been revoked.

Information on Transactions

The User is obliged to take care of the Account Statements and notifications received from the Bank and is obliged to review them and inform the Bank on each and every disagreement and/or challenge and/or errors detected.

By way of insight into the changes on accounts, the User is obliged to regularly monitor the outcome of a Transaction executed through electronic or mobile banking.

All procedures of handing over Electronic payment orders through electronic and mobile banking between the User and the Bank, as well as data pertaining to executed Transactions, shall be recorded in the information system of the Bank, while the Bank keeps them in line with valid regulations and may reproduce them on paper, other durable medium or in electronic form.

The Bank will archive Transaction data in accordance with prescribed timeframes.

Limit of Transactions

The Bank has prescribed a thirty-day limit in the amount of RSD 600,000.00 for the performance of Transactions via electronic and mobile banking in total for electronic and mobile banking. The User may at any time change the limit by submitting a corresponding request to the Bank.

Electronic Payment Card

The User may digitalise a payment card which has been issued to him/her in accordance with the Framework Agreement, so as to use such card as an Electronic Payment Card. The User performs the process of digitalising a card in mobile banking on a device that supports the option to digitalise the payment card or within the digital wallet, available on the User's mobile device. The digital wallet is an application solution for mobile payment that is made possible by the digital wallet service provider with whom the User agrees the terms and method of use.

The use of Electronic payment card) is supported solely at Merchant points of sale that accept payment cards of the same card scheme as part of which the Electronic payment card has been issued.

The Electronic Payment Card) may be used without accessing the Internet but up to a maximum of 10 (in letters: ten) Transactions, after which further use of the Electronic Payment Card) requires connecting to the Internet.

The limits of Transactions made by means of Electronic payment cards are defined in accordance with the General Terms, Chapter VII Payment Card.

The use of Electronic payment card) shall not be possible in case that the payment card digitalized has been blocked, terminated or has expired.

In terms of the conditions for using the Electronic Payment Card the provisions governing the use of payment card referred to in the Agreement on Payment Service, as well as other provisions of the Framework Agreement shall apply.

V CONTACT CENTRE SERVICE

Any person may use the Contact Centre Service irrespective of the fact whether such person uses Bank products and services, but in that case only to the extent pertaining to general information on Bank operations.

By signing the Framework Agreement, the User becomes a user of the Contact Centre Services with all accompanying services, in all pursuant to the Special Terms.

The User accesses services within the Contact Centre Service by using access parameters, namely: User identification number (ID) or telephone number which the User provided to the Bank or by using payment card numbers and PIN which the User obtains from the Bank. The identification number shall be provided to the User by the Agreement on Payment Service or other document issued by the Bank. The Bank shall provide the User the PIN for accessing services within the Contact Centre Service, in a Bank's branch or by way of SMS message to the mobile telephone number which the User provided to the Bank, whereas information about this data is enabled through the electronic and mobile banking platform.

The User is aware that the Bank records all incoming and outgoing voice calls in the Contact Centre as well as all video calls, and that these audio and video recordings may be used to improve the quality of service and/or to resolve claims and other requests of the User. When phoning up the Bank and talking to the operator in the Bank's Contact Centre or branch, a mobile or landline phone registered to the Bank as the User's contact phone may serve as an identifier, while during a video call, in addition to the mobile phone, the User's personal document may also be used (Identity card and/or passport). The Bank keeps the stated video and audio recordings in accordance with the internal rules of the Bank.

Interactive Voice Response

The Interactive Voice Response service, as a service within the Contact Centre Service, includes:

- Checking balance on accounts at the Bank within 24h without coming to the Bank,
- Transfer of funds within the User's accounts at the Bank,
- Purchase and/or sale of foreign currency,
- Obtaining information about the last 5 (in letters: five) payment transactions per account at the Bank,
- Checking of the exchange rate list,
- as well as other information in line with the functionalities of this service.

The User uses the Interactive Voice Response service by dialling the telephone number of the Bank Contact Centre, and then by selecting offered options the User accesses information offered by the Interactive Voice Response in line with the preceding paragraph of the present Article

ChatBot Service

The ChatBot Service, as a service within the Contact Centre Service, includes:

- Checking balance on accounts at the Bank,
- Transfer of funds within the User's accounts at the Bank,
- Purchase and/or sale of foreign currency,
- Obtaining information about the last 5 (in letters: five) payment transactions per account at the Bank;
- Checking of the exchange rate list,
- Scheduling a meeting in selected branch,
- Information on products and services from the Bank's offer,
- as well as other information in line with the functionalities of this service.

The User uses the ChatBot Service by initiating a platform message through which the Bank provides access to this service (e.g. Viber, Facebook and similar).

Consent for Execution of Transaction

The Bank performs the above stated Transactions through the Interactive Voice Response Service or ChatBot Service, if prior to executing the Transaction the User:

- a) Has been identified by the Means for identification, authorization and and/or signature as follows:
 - Identification by user name and PIN: by entering a combination of a unique user name, that the User obtained from the Bank, and PIN,
 - PIN identification: by entering a unique PIN created by the User;
 - Identification by entering and confirming a one-time password that the User obtained from the Bank,
- and
- b) Gave consent for its execution in one of the following ways:
 - Selecting the offered option to confirm the Transaction presented on the Interactive Voice Response service,
 - Entering and confirming a one-time password that the User obtained from the Bank.

Provisions of Chapter IV Electronic and Mobile Banking of these Special Terms shall apply to the Time of receipt of a payment order, Execution and refusal to execute a payment order, Revocability of a payment order as well as to the Information on Transactions.

VI SMS SERVICE

By signing the Framework Agreement and / or the Application Form for Direct Channels, the User becomes a user of the SMS service. The SMS service is a service through which the Bank enables the User to receive over mobile phone information by SMS messages about the balance and changes in his/her accounts and payment cards at the Bank.

The Bank delivers information by SMS messages to the mobile phone number which the User has submitted to the Bank in two ways:

- By automatic sending of information SMS messages by the Bank (e.g. on performed payment card payment transactions, funds incoming to the account and similar);
- By User sending inquiry to the Bank on the basis of precisely defined SMS message (e.g. balance inquiry and similar).

The Bank may provide delivery of information from the preceding paragraph also by messages through other channels for which it requires to obtain consent of the User.

In line with technical abilities, the Bank may enable the User to activate, change and terminate the SMS service through electronic or mobile banking, as defined by the User Manual and/or in a Bank branch.

VII INFORMATION ON PROTECTION AND OTHER MEASURES

Information on protection measures and other measures with reference to execution of Transactions are contained in the General Terms, namely: Chapter XVI Information of Protection and other Measures related to Payment Instrument, Chapter XVII Bank Responsibility as a Payment Service Provider with reference to Execution of Payment Transaction, Chapter XVIII Responsibility for Non-performed or Improperly performed Payment Transaction initiated by the Payee or Payer through the Payee and Chapter XIX Rights and Obligations of the Bank as a Payment Service provider.

The User additionally engages to:

- Use Means for identification, authorization and signature in a way that ensures their confidentiality, i.e. not to write down, disclose or make available to third persons the username, password, PIN and data generated by Token/mToken,,
- Bear responsibility for unauthorised Transactions in accordance with the General Terms,
- Immediately and with no exception, inform the Bank about the loss, theft, misuse or unauthorized use of Means for identification, authorization and/or signature, about all other forms of misuse of Means for identification, authorization and/or signature or Direct Channels for private individuals, and about any use of these which is not in line with the General Terms, Special Terms, Agreement on Payment Service, Agreement on other Financial Service and/or User Manual, by dialing Call Center numbers: 381 (0) 11 3011555, 0800 23 23 22; 381 (0) 21 421 077, or at the closest Bank branch.
- Enter accurate data while executing Transactions through electronic or mobile banking and Contact Centre Service and bear the risk of entering inaccurate and/or unnecessary information,,
- Report the change of any personal information necessary for the use of Direct Channels for private individuals by filing a Request for the modification of information to the Bank,
- Execute all Transactions in accordance with the Framework Agreement, and with legislation and by-law regulations regulating this area, i.e. fulfil all contractual obligations in accordance with applicable legislation,
- Ensure access control to devices from which the User uses Direct Channels for private individuals,
- Behave responsibly and sensibly on Internet, in the sense that he/she will not open e-mails with unfamiliar links or malicious programs and allow the device used to access the Direct Channels for private individuals to be infected by the malicious program which can cause financial damage to the User,
- Take security protection measures on devices used to access Direct Channels for private individuals, use programs for protection from malicious programs and access Direct Channels for private individuals exclusively from a device that does not have programs of a malicious nature,
- Regularly follow the Bank website, and especially Bank notifications related to Direct Channels for private individuals and react adequately in accordance with them.

The User undertakes to verify the accuracy of information on the Account Statement and, if the User finds a mismatch, to file a claim to the Bank. The Bank shall examine any dispute or disagreement on the debit, i.e. credit in the account to which the User indicates, provide the relevant information at its disposal and make necessary adjustments and corrections to the account depending on the results of the check. In case of unauthorised, non-performed or improperly performed Transactions, the provisions of the General Terms, Chapter XVI Information on Protection and other Measures related to Payment Instrument shall apply. In case of filing an objection to the work of the Bank, the provisions of the General Terms, Chapter XXI Information on protection of user shall apply.

The User shall bear all losses resulting from the execution of unauthorized payment transactions if those transactions were executed due to the User's fraudulent actions or if he/she does fails to notify the Bank immediately upon learning about the loss, theft or misuse of the payment instrument, or if he/she fails to take all reasonable and appropriate measures to protect the personalized security elements of such instrument, i.e. if he/she uses the payment instrument contrary to the prescribed and conditions agreed in these Special Terms, General Terms and Conditions and other documents that form the Framework Agreement, intentionally or by gross negligence.

The Bank is not responsible:

- In case the execution of Transactions is rendered impossible due to the mistake of the User,
- For the unavailability of Direct Channels for private individuals, incurred as a result of technical problems in the computer equipment of the Bank and/or the User, outage or interruption in telecommunication channels, power shortages or as a result of force majeure,
- For computer, hardware, software equipment and communication equipment that the User uses to access Direct Channels for private individuals,
- If the User fails to immediately inform the Bank of the misuse, invalidity, revocation, theft, loss or unauthorized use of Means for identification, authorization and/or signature,
- In case of unavailability of mobile banking to the User who attempts to install this service on a device that functions on an operating system older than the 2 (two) last versions of the available operating systems,
- In case of unavailability of mobile banking to the User who attempts to install this service on a device illegally unlocked or intended for foreign market (done jailbreak or root).

VIII FEES

The Bank calculates and collects fees for the use of services of Direct Channels for private individuals and fee for execution of Transactions by using electronic and mobile banking from the account of the User in accordance with the Pricelist of Fees.

The Bank calculates and collects fees for the use of the electronic and mobile banking by the fifth business day of a month for the previous month, by debiting current accounts of the User that are held at the Bank in accordance with the Pricelist of Fees.

Fees for execution of payment transactions made through electronic and mobile banking are collected automatically prior to the execution of payment transactions in accordance with the Pricelist of Fees. The User is obligated to provide in the account from which the Transaction is made the amount of funds for paying the fee for execution of this Transaction.

The Bank calculates and charges sending SMS messages in line with the valid Pricelist of Fees and for all sent SMS messages that the Bank sent to the User to all mobile phone numbers which have been registered for SMS service. The Bank calculates and collects fees for sending SMS messages by the fifth business day of a month for the previous month, by debiting current accounts of the User that are held at the Bank, unless agreed otherwise.

The Bank is authorised to collect any liability of the User towards the Bank from available funds from all accounts opened at the Bank, by automatically debiting accounts. When the User has several accounts (dinar and foreign currency), the Bank is authorised to determine at its own convenience the order under which it will transfer funds to collect its receivables towards the User, including purchase of funds from foreign cash currency accounts at the purchase rate of the Bank at the date the Bank performed purchase to collect due liabilities of the User. In the event of collecting Bank foreign currency receivables from dinar accounts of the User, the Bank selling rate for foreign exchange on the debiting date shall apply. In the event of collecting Bank foreign currency receivables that are maintained in a currency other than the currency of the User's account which is debited to collect these receivables, the Bank purchase and selling rate for foreign cash exchange on the debiting date shall apply (purchase rate for the conversion of foreign cash currency into dinars and selling rate for the conversion of dinars into foreign cash currency).

Costs for sending SMS messages by the User for balance inquiry and changes in the account are charged and collected by the mobile operator.

IX BLOCKING/UNBLOCKING THE USE AND CANCELLATION

The User may at any time block the use of any individual service of Direct Channels for private individuals:

- By dialling the telephone number of the Contact Centre: 381 (0) 11 3011555, 0800 23 23 22; 381 (0) 21 421 077,
- By submitting a request in any branch of the Bank.

In these cases access to services within Direct Channels for private individuals may be unblocked by filing a request in any branch of the Bank by sending an e-mail containing personal data to the Bank's e-mail address with additional User Identification or by dialling the telephone number of the Contact Centre.

For security reasons, the Bank will automatically block the User's Token and/or mToken if he/she enters the incorrect answer from the Token/mToken or One-time password 5 (five) times during additional authorization. The User cannot unblock such blocked Token, but the reissuing of the Token device must be performed. The User may unblock himself/herself the blocked m-Token through the electronic banking service, in person at the Bank branch or through the Contact Centre of the Bank.

The Bank may also block the use of each individual service, i.e. each individual service of Direct Channels for private individuals if:

- It estimates that, for any reason, the security of the User's information and funds is compromised,
- It suspects that the User or third person is abusing these services,
- The use of these services by a User, under the exclusive estimation of the Bank, presents a security threat or threatens the operations of the Bank,
- The User does not fulfil his/her obligations to the Bank regularly, on any grounds,
- If the User does not adhere to the contractual provisions and User Manual,
- In other cases envisaged by Law.

The Bank shall inform the User of the intention to block services within Direct Channels for private individuals and the reasons thereof. If it is not possible to notify the User before blocking, or it is so required under the reasons of blocking, the Bank is obligated to do so immediately after blocking. Notification about the intention of blocking, i.e. about the blockade the Bank shall deliver by agreed communication channel. Exceptionally, the Bank will not notify the User if providing such notification is prohibited by regulation or if there are justifiable security reasons. The Bank will enable to use the service again when the reasons for its blockade stop. In these cases the User may personally unblock access to services within Direct Channels for private individuals in a Bank's branch or through

the Bank Contact Centre, where it is understood that the Bank is entitled to refuse to unblock if a security threat still exists.

The User is entitled to cancel the use of one or all services within Direct Channels for private individuals, provided that the User uses them outside of a Package, by submitting a written Request to the Bank.

The Bank is entitled to cancel certain or all services of Direct Channels for private individuals, without terminating the Framework Agreement, in the same manner and under the same terms that are applied for termination of the Framework Agreement, Chapter XX Conditions for Amendments and Supplements to the Framework Agreement and Right of Termination.

Cancellation of Direct Channels for private individuals, either by the User or the Bank, does not automatically entail the termination of the Framework Agreement, while termination of the Framework Agreement leads to automatic termination of the possibility to use Direct Channels for private individuals.

Termination of the Framework Agreement, either by the User or the Bank, is performed in accordance with the General Terms, Chapter XX Conditions for Amendments and Supplements to the Framework Agreement and Right of Termination.

The User is obliged to pay the Bank all fees for the use of services within Direct Channels for private individuals and for execution of Transactions up to the date of cancellation/termination, as well as all other fees and costs in line with the Pricelist of Fees until the date of cancellation/termination.

Further use of electronic or mobile banking is not possible by cancellation of Framework Agreement and account closing or due to the death of the User.

All Transactions ordered by electronic or mobile banking with a value date in the future, which are not cancelled until the moment of cancelling electronic or mobile banking, will be executed.

X AMENDMENTS AND SUPPLEMENTS TO THE FRAMEWORK AGREEMENT

The Bank is entitled to propose amendments and supplements to the Framework Agreement, i.e. of documents that constitute an integral part of the Framework Agreement, in accordance with the provisions of the General Terms for Payment Services, Chapter XX Conditions for Amendments and Supplements to the Framework Agreement and Right of Termination.

XI DATA SECURITY AND PROTECTION

The Bank shall keep all data which it obtains throughout the contractual relation as a business secret and banking secret in accordance with the provisions of the General Terms, Chapter XXII Confidentiality and Protection of Payment Services Data, as well as with legislation governing the area of banking and business secret.

The Bank shall conduct personal data protection in accordance with the provisions of the General Terms, Chapter XXII Confidentiality and Protection of Payment Services Data, as well as with legislation governing personal data protection.

XII CONSUMER PROTECTION

If the User deems that the Bank failed to abide by the provisions of the Framework Agreement, applicable legislation and other business customs in the area of providing payment services, the User shall be entitled to protect his/her rights and interests in accordance with the provisions of the law regulating protection of financial services consumers, pertaining to exercising the right to protection of rights and interest of financial services consumers (right to object, claim and possibility of extrajudicial settlement

of the disputable relation), all in line with the General Terms in Chapter XXI Information on Consumer Protection.

XIII COMPETENCE OF THE COURT

In case of dispute in connection with and regarding the Framework Agreement, the Bank and User will make efforts to resolve such dispute amicably. Otherwise, the competence of the court shall be determined in accordance with regulations.

XIV CLOSING PROVISIONS

The provisions of the General Terms, i.e. Framework Agreement shall apply to all not defined by these Special Terms accordingly.

The provisions of regulations governing the area of payment services, financial service, financial services in distance contracting, electronic operations, contractual relations as well as other laws and legislation of the Republic of Serbia, shall be applied to all that is not regulated by the Framework Agreement.

Should an issue regulated by Special Terms be resolved otherwise in application of provisions of applicable regulation, the provisions of such relevant regulation shall apply.

The provisions of these Special Conditions shall enter in force as of the date of their adoption by the Board of Directors and shall apply as of **15.07.2023**.

On the day of the beginning of the application of these Special Conditions, the Special Conditions of Use of Direct Channels for natural persons adopted at the session of the Board of Directors under no. 3/22-10 from 24.02.2022 in application as of 01.05.2022. shall cease to be valid.