

**GENERAL TERMS AND CONDITIONS FOR  
ACCEPTANCE OF PAYMENT CARDS AT E-  
COMMERCE POINTS OF SALE FOR DOMESTIC  
LEGAL ENTITIES CLASSIFIED IN THE SMALL  
BUSINESS SEGMENT**

**1. INTRODUCTION**

These General Terms and Conditions for Acceptance of Payment Cards at E-Commerce Points of Sale for Domestic Legal Entities Classified in the Small Business Segment (hereinafter: General Terms and Conditions) govern the mutual rights and obligations of Intesa Sanpaolo Banka d.d. Bosna i Hercegovina as a payment service provider (hereinafter: the Bank) and legal entities and entrepreneurs (hereinafter: Merchants) related to the acquiring of cashless card payments at e-commerce points of sale through electronic channels supported by the Bank, as well as other matters of importance for the operations of the Bank and the Merchant from the aspect of regulations governing this area of business.

**2. BASIC TERMS**

**3-D SECURE PROGRAM** – a security standard that enables the Authentication of the Card User during online shopping at the Merchant's Electronic Point of Sale.

**CARD** - means of payment issued by the Issuing Bank, at the request of the User, based on the contract with the card house, which is the owner of the card brand.

**USER** – Card user whose acceptance is enabled at the e-commerce point of sale.

**AUTHORIZATION** – the process in which the Bank, the card issuer, approves the transaction with a specific card at the Merchant's request.

**AGGREGATE REPORT** - a report that represents the aggregate amount of all transactions made using cards, for each day when transactions were made at the e-commerce point of sale.

**E-COMMERCE TRANSACTION** – a transaction created using a card through the Internet, contact centre or other electronic channels supported by e-commerce service.

**E-COMMERCE POINT OF SALE (EPM)** - merchant's point of sale at which the Merchant enabled acquiring card as cashless card payments through electronic channels supported by the Bank,

**COMPLAINT** – a card transaction at the Merchant's e-commerce point of sale for which the User or the

Bank or the Card Issuing Bank filed a written objection to the transaction. The complaint does not include the User's objection to the material and legal deficiencies of the purchased goods/services at the Merchant's eCommerce point of sale.

**PAYMENT GATEWAY (PGW)** – a system for processing and authorizing e-commerce transactions under the responsibility of the Bank.

**INTERFACE** – software that enables communication between the e-commerce point of sale and PGW in order to execute e-commerce transactions initiated by the Merchant, and which the Bank assigns to the Merchant for use. The monthly fee for maintaining the Interface is defined in the List of e-commerce points of sale.

**ACCESS DETAILS (e.g. USERNAME AND PASSWORD)** – means of authenticating EPM on PGW.

**ACTIVATION OF THE SERVICE** - a set of activities of the Bank that enable the acceptance of cards at the Merchant's e-commerce point of sale.

**3. OBLIGATIONS OF THE CONTRACTING PARTIES**

The Merchant undertakes:

- that it will sell, at its e-commerce points of sale, goods and services by acquiring cards, in accordance with the conditions and rules stipulated in the Agreement signed with the Bank;
- to sell goods/provide services to Card Users at its e-commerce point of sale at a price equal to the price valid for cash or any other type/method of payment, and not to sell goods/services to Card Users at higher prices under any conditions;
- that he agrees to accept all e-commerce transactions at his own risk. The Bank is not responsible for transactions resulting from misuse;
- to sell goods or services to Users in accordance with the conditions and rules specified in the Agreement, in accordance with all positive regulations that regulate the circulation of goods and services and financial operations, and in accordance with the rules for card payments prescribed by card schemes;
- to align its operations with the requirements of PCI DSS - Payment Card Industry Data Security Standards;

- that they will not sell and advertise goods and services, the offer, sale or promotion of which violate moral values. It is especially forbidden to offer and describe the goods and services listed in the Instructions for the operation of the e-commerce point of sale, which the Bank delivers to the merchant before signing the Agreement via e-mail or directly;
- presents an accurate description of the offered goods and/or services, including their price expressed in the currency of the transaction - Convertible Mark (KM);
- presents the method of delivery of goods/services with special emphasis on the delivery deadline of purchased or ordered goods/services as well as the method of debiting the card account;
- present the terms of complaints - payment, fees, refund of money and/or goods;
- to provide the User with a confirmation of purchase and/or ordering of goods/services electronically after each successful authorization for each purchase in accordance with the Instructions for the operation of the e-commerce point of sale;
- that for the goods and/or services that are delivered and/or performed at the User's address, provide and keep a receipt of the goods (i.e. a return receipt or confirmation of service execution or similar) signed by the User or the User's authorized person, by which the User, or the User's authorized person, confirms the receipt of the goods and/or the performance of services;
- The merchant is obliged to archive all other relevant information and documentation about the transaction resulting from the process of accepting cards at the e-Commerce point of sale, which may be important in the possible complaint process.

The Bank shall:

- deliver to the Merchant the Instructions for the operation of the e-commerce point of sale;
- no later than 15 (fifteen) working days, after the change of the Instructions for the operation of the e-commerce point of sale, deliver the new version to the Merchant in electronic form via e-mail or directly in written form. The merchant is obliged to apply the new version of the Instructions for the operation of the e-commerce point of sale from the day of receipt of the new version of the document, no later than within 10 (ten) working days from the day of their receipt;
- provide the Merchant with a description of the interface for executing e-commerce transactions (Administrative Instructions). The merchant is obliged to integrate the interface into his EPM;
- provide the Merchant with access data for the execution of e-commerce transactions in the PGW test environment;
- provide the Merchant with access data for the execution of e-commerce transactions in the production environment of PGW, after the Merchant has harmonized the EPM with the Instructions for the operation of the e-commerce point of sale
- Make a payment to the transaction merchant.

#### **4. ESTABLISHING A CONTRACTUAL RELATIONSHIP WITH THE MERCHANT**

The Bank provides the Merchants with the service of acceptance of cashless card payments at e-commerce points of sale. However, in addition to these Terms and Conditions, the detailed conditions and use of the service are specified also in the Agreement.

The Bank freely selects the Merchant with which it will conclude a contractual relationship regarding the service use, including its discretion to refuse the contractual relationship, i.e. provision of the service to the Merchant.

#### **5. FEE AND PAYMENT FOR THE SERVICE**

The Merchant shall pay the Bank the fee for the delivered service of acceptance of cashless card payments at the points of sale, according to the Decision on the fee tariffs of Intesa Sanpaolo Banka for domestic legal entities classified in the segment of small businesses and List of e-commerce point of sales, indicated as a percentage and calculated against the total amount of costs incurred. The applicable Fee Tariffs of the Intesa Sanpaolo Banka d.d. Bosna i Hercegovina for domestic legal entities classified in the Small Business segment and the General Terms and Conditions are available to the Customer at the Bank's web site and its branches. The Customer may request from the responsible Relationship Manager/Branch Manager that the General Terms and Conditions and the applicable Fee Tariffs be sent via e-mail or delivered in person to them at the Bank's branches. The Bank is entitled

to collect the fee for every payment by deducting the total fee from the total amount of the sum of recorded transactions.

The Bank shall pay the Merchant the total amount of all costs/transactions to its transaction account opened with the Bank, as and within the deadlines defined in the Agreement, deducted by:

- the amount of agreed fee, indicated in the List of e-commerce points of sale.
- possible approvals sent by the Merchant;
- possible amount the Merchant owes, based on the debit/credit note received from the Bank.

All payments will be made in KM currency.

In the event that a payment falls due on a non-working day, then the Bank shall make the payment the next business day.

The Bank shall make the payments of costs/transactions incurred using American Express, MasterCard, Maestro and Visa cards on e-commerce points of sale within the agreed time limit, unless otherwise agreed. The time limit starts on the day when the Bank receives the costs.

The Bank retains the right to modify the fee based on the total monthly transactions via e-commerce to points of sale, every 12 months, of which it shall notify the Merchant through the Annex to the Agreement. If the Merchant does not agree with the modified fee, it shall inform the Bank thereon in writing within 15 days of the day of the Annex receipt. In this case the Agreement shall be considered as terminated and the Bank shall remove the e-commerce point of sale.

### 5.1. CHARGE-BACK

In all cases when suspicion exists and when it has been established that the transaction has been made in contravention of the agreed provisions, the Bank shall have the right to take any of the following actions:

- reduce the next payments by the amount of such transaction;
- refuse to pay for such transaction;
- charge the Merchant's account with the Bank;
- charge the Merchant's account with other banks based on the bills of exchange the Merchant has submitted to the Bank, if they are taken as the Agreement performance security instrument.
- request the return of the funds paid.

The Bank is entitled to use one or more of the aforementioned actions until all due receivables have been paid to the Bank by the Merchant.

### 5.2. OTHER EXPENSES AND FEES

The Contract Partner hereby agrees that the Bank shall be entitled to charge the Merchant's account with the Bank if it fails to regularly pay its liabilities according to the issued invoices which are connected in any way to the acceptance of cashless card payments.

The fees listed include, but are not limited to, the following:

- A monthly fee for using the e-commerce service, if it has been agreed;

### 6. COMPLAINTS

A complaint is considered to be a complaint of the card holder about the transaction effected on the Merchant's e-commerce point of sale.

If the card holder's complaint is filed to the Bank, having received the notice of complaint, the Merchant shall send a written explanation with supporting documents (e.g. a copy of the receipt, a copy of the recorded expense and the like) based on which the transaction was made, by the deadline indicated in the notice of complaint.

The complaint by the card holder shall be considered as justified, if the Bank does not receive a written explanation from the Merchant by the deadline indicated in the notice of complaint or if the explanation leads to conclusion that the Merchant failed to comply with the provisions of the Agreement between the Bank and the Merchant.

If the conditions from the previous paragraphs of this item are met, the Bank (due to a justified complaint of the card user, recovery of the claimed amount or in all cases of credit entry favour of the card user by the Merchant for part or entire amount of the transaction, etc.) shall make a charge-back solely to the card with which the transaction was made.

If the Bank pays the Merchant the expense subject to the approval in advance, the Bank shall retain the right not to implement the approval before the Merchant's payment (charge-back) of that expense to the Bank

Should in the course of the complaint proceedings, arbitration or compliance proceedings be initiated

with American Express, MasterCard and Visa, and the case is lost, the Bank is entitled, in addition to the amount of the disputed transaction, to charge the Merchant also for the additional costs of arbitration or compliance proceedings.

In addition to the mentioned ones, the Bank has the right to charge the Merchant for all possible additional costs caused by the initiation of the complaint proceedings.

## **7. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

The Bank retains the right to make amendments to the General Terms and Conditions in accordance with valid regulations and its business policy. The Bank is obliged to send a written notification thereof to the customers within min. 15 (fifteen) days prior to implementing any amendments. The notice shall be delivered through the Bank's distribution channels (by regular mail, by means of Notice that is an integral part of the Account statement, etc.). Information on the applicable business operations conditions shall be available with the Relationship Manager/Branch Manager and on the Bank's website. If the Customer chooses to reject the amendments to these Terms and Conditions, the Customer is required to notify the Bank in writing thereof, within 15 (fifteen) days upon receipt of the Bank's notification. Having received the Customer's notification on non-acceptance, the Bank is entitled to cancel the said service.

## **8. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS**

By signing the Agreement, the Merchant also accepts the General Terms and Conditions for the payment card acquiring at the Merchant's points of sale.

## **9. FINAL PROVISIONS**

The Bank is required to store the data and documents based on which the service was agreed for at least 10 (ten) years upon the expiry of the year when the service was terminated.

The Bank shall store the said documents and data in its original form or other forms which can be regarded as evidence, in accordance with laws and Bank's documents regulating the archiving.

Having affixed their signature to the Agreement, the Merchant gives an irrevocable consent to the

Bank to take all actions related to the processing of personal data of its authorised representative, obtained during the Agreement realisation and the confidential information obtained during the Agreement realisation, and to deliver such data to members of the Intesa Sanpaolo Group in the country and abroad, and to companies with which it has concluded a business cooperation agreement related to providing services to the Bank and the companies dealing with credit history checks and statistics, as well as to any government authority or institutions to which the Bank is obliged to deliver such data pursuant to valid regulations, all with an objective of regulating this contractual relation with the Bank and all other contractual/business relations the Customer might have with the Bank. The consent is valid from the moment of signing the Agreement until its expiration on any grounds, i.e. until all contractual/business obligations have been fulfilled towards the Bank. The Customer agrees that the Bank shall have the right to submit the account information and the documents in the Agreement file to the digital archives/central data base of the Group to which the Bank belongs. The consent is valid from the moment of signing the Agreement until its expiration on any grounds, i.e. until all contractual/business obligations have been fulfilled by the Customer..

All disputes that may arise in the operations related to the card acceptance on the Merchant's points of sale between the Bank and the Merchant shall be resolved amicably. Otherwise the dispute shall be resolved at the Municipal Court in Sarajevo.

If the Merchant believes that the Bank does not adhere to its obligations from the concluded Agreement, good business practices, these General Terms and Conditions, provisions of the laws and regulations, then an oral or written complaint may be filed directly or by delivering it to Bank's address by mail or electronically. If the complainant files a verbal complaint, but is not satisfied with the Bank's response, the complainant shall be entitled to file a complaint in writing and/or electronically. The Bank is required to conduct relevant procedure related to the submitted written complaint and to respond to the complainant within 30 (thirty) days from the day of receipt of the complaint pertaining to the agreements concluded in the organisational part of the Bank operating in the territory of the Federation of Bosnia and Herzegovina, or within 15 (fifteen) days for the agreements concluded in the organisational part of the Bank operating in the

territory of Republika Srpska. Should the Bank fail to respond within the deadlines specified in the previous paragraph, that is, if the complainant is not satisfied with the Bank's response to the complaint, the complainant, who established the business relationship with the Bank at the organisational part of the Bank operating in the territory of Federation of Bosnia and Herzegovina, has the right to inform the Banking Agency of the Federation of Bosnia and Herzegovina in writing about their dissatisfaction with the outcome of the complaint procedure conducted by the Bank, or to submit a written complaint to the Agency about the Bank's operations within 3 (three) months from the date of response receipt or expiry of the 30-day period in which the Bank was required to respond to the submitted complaint. The complainant, having established a business relationship with the Bank in the organisational unit operating in the territory of Republika Srpska, may notify in writing the Ombudsman for the banking system (established within the Banking Agency of Republika Srpska at the address Vladika Platona 1/A Banja Luka) that they are dissatisfied by the outcome of the complaint procedure, within 6 (six) months from the date of receipt of the Bank's response or the expiry of the 15 (fifteen) day period in which the Bank was required to respond to the complaint, that is, if the Bank has not sent a response to the customer, i.e. the complainant.

Other bank documents and legal regulations shall apply to all other matters not expressly regulated by these General Terms and Conditions.

In case that some of the provisions of these General Terms and Conditions, after their adoption, are not consistent with the provisions of the Agreement, such Agreement provisions shall be applied.

These General Terms and Conditions shall enter into force on July 1, 2025.

