

Respected,

As of 1<sup>st</sup> of August 2026, new General Business Terms and Conditions for Retail Credit/Revolving and Charge Bank cards will be applied.

The change applies to:

- Article 1.5. Amendment of the notification period for changes to the General Terms and Conditions from the current 60 (sixty) days to 15 (fifteen) days.
- Article 8.5. Addition in the section related to payments with Mastercard cards at online merchant locations, where the verification of the cardholder's first and last name entered at the online merchant is performed against the data on the card provided by the cardholder to the Bank as the issuer of the payment instrument, for security purposes and in accordance with the rules of the card payment scheme.

**GENERAL BUSINESS TERMS AND CONDITIONS FOR RETAIL  
CREDIT/REVOLVING AND CHARGE BANK CARDS**

**1. GENERAL PROVISIONS**

**1.1.** General business terms and conditions for retail credit / revolving and charge bank cards (hereinafter: Terms and Conditions) of Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (hereinafter: the Bank) defines the basic (mandatory) business relations between the Bank and retail customers (hereinafter: Basic Card Holder, Additional Card Holder and Lien Debtor) to whom it permanently or occasionally offers its banking services.

**1.2.** With these Terms and Conditions, the Bank defines the unique conditions for granting and lending loans to retail customers, issuing card products, maintaining accounts related to card operations, forming and disposing with funds on these accounts, calculating interest, charging fees for its services, notifications, repayment and closing of accounts/cards.

**1.3.** In case of discrepancy between one or more provision of the agreement concluded by the Bank with the loan participants and these general terms and conditions, the provisions of the agreement shall prevail.

**1.4.** These General Terms and Conditions are composed in written form and are available in business network and through other Bank's distribution channels (on the Bank's web page).

**1.5.** The Bank retains the right to change and amend General Terms and Conditions in accordance with valid regulations and Bank's business policies. The Bank is obliged to notify in written form or electronically the Basic Card User on such changes 15 (fifteen) days prior to their application. Amendments to the Terms and Conditions cannot change the mandatory elements of the Agreement prescribed by the law. In case of changing some of the mandatory elements of the Agreement prescribed by the law, for example the repayment deadline, the Bank will call the Basic Card Holder and the Additional Card Holder to conclude an annex to the Agreement. If the Annex cannot be signed, the Bank cannot change or terminate the Agreement unilaterally, except for the reasons provided for in the regulations governing the obligations. The Basic Card Holder and possible loan participants can be informed about the possible amendments to these Terms and Conditions in all branches of the Bank, as well as through the publication of the valid General Terms and Conditions for credit/revolving and charge bank card on the Bank's Website.

If the Basic Card Holder does not accept the amendments to the General Terms and Conditions per credit/revolving and charge bank cards, the Basic Card Holder shall notify in written form the Bank within 15 (fifteen) days as of receiving the notification on changes, after which the right to use the card will be revoked, and he/she shall return the card to the Bank. In this case, the automatic renewal of the loan is disabled and the loan user is obliged to settle obligations to the Bank by the end of the contract period, while following the obligation to pay the minimum monthly settlement amounts. In that situation, the Basic Card Holder has the possibility to pay off the obligations on the basis of the credit card loan from the funds of another approved credit loan in the Bank.

**1.6.** The term Basic Card Holder relates to the ordering party and card user whose name is presented on the card, while the term Additional Holder is the card user whose conditions for issuing and using the card are dependent on and linked to the card of the Basic Card Holder.

**1.7.** The Basic and Additional Card Holder is the private Individual who accepted the Agreement on using the general-purpose loan per MasterCard credit card and/or Agreement on using American Express Cards (hereinafter: the agreement) and these Terms and Conditions and possibly the special terms and conditions if existent at the moment of closing the Agreement, and who uses the card for payment of goods and services, that is, cash withdrawals in the country and abroad.

**1.8.** Intesa Sanpaolo Banka d.d. Bosnia and Herzegovina, Milana Preloga 12A, 71000 Sarajevo, Bosnia and Herzegovina, JIB 4200720670007 (hereinafter: the Bank), as the data controller, operates in accordance with the provisions of the BiH Law on Personal Data Protection (hereinafter: the Law). When collecting personal data of its customers, whether collected directly from the customer at the time of collection or obtained from another source, the Bank provides information in accordance with Articles 15 and 16 of the Law, such as information about the Bank as the data controller, the purposes and legal basis for processing personal data, categories of data collected (e.g., personal data required to establish a business relationship in accordance with the Law on Anti-Money Laundering and Counter Terrorist Activity Financing as well as other data necessary for the execution of a specific contract or to take steps prior to entering into a contract or fulfilling

other legal obligations, legitimate interests of the Bank as the data controller or a third party), data retention period, data recipients, source of data, as well as rights related to personal data protection (e.g., right of access, right to erasure, objection, etc.). Contact data of data protection Officer: sluzbenikzazastitupodataka@intesasanpaolobanka.ba or Intesa Sanpaolo Banka d.d. Bosna i Hercegovina, Službenik za zaštitu ličnih podataka / Data Protection Officer, Milana Preloga 12A, 71000 Sarajevo. By signing the Agreement, the Basic and Additional Card Holder and other loan participants confirm that the Bank, as the data controller, has informed them in accordance with Articles 15 and 16 of the Law, at the time of collecting personal data, about the manner of processing and protection of personal data through the document Information on Personal Data Processing of Intesa Sanpaolo Banka d.d. BiH (in accordance with Articles 15 and 16 of the Law on Personal Data Protection of BiH), and that they are aware that the mentioned document is available at [www.intesasanpaolobanka.ba](http://www.intesasanpaolobanka.ba), and in the Bank's premises upon request. By signing the Agreement, the Basic and Additional Card Holder and other loan participants confirm that they are aware that the Law on Banks prescribes certain exceptions to the obligation of maintaining banking secrecy, meaning that the Bank is obliged in certain prescribed cases to disclose confidential information to third parties regarding their business relationship with the Bank (e.g., courts, supervisory authorities, and other cases prescribed by Article 104 of the Law on Banks of FBiH and the Decision of the Banking Agency of the Federation of Bosnia and Herzegovina on exceptions to banking secrecy, as well as Article 128 of the Law on Banks of Republika Srpska). They are aware that, except in cases explicitly prescribed as exceptions to banking secrecy, certain data may be disclosed to another private individual or legal entity with their consent or when necessary for the execution of the contractual relationship with the Bank, such as, for example: contractual relationships related to business cooperation between the Bank and/or the customer and/or a third party and/or contractual cooperation with the customer's employer and/or execution of direct debits and standing orders and/or realization of certain benefits based on the customer's employment and/or realization of legitimate interests of the Bank or the customer and/or other business cooperation between the Bank and/or the customer and/or a third party. Data recipients, depending on the type of contract and legal transaction, may include payment recipients in the execution of direct debits and standing orders, employers (if the customer's contract is related to employer affiliation), members of the Intesa Sanpaolo Group and Privredna banka Zagreb Group to which the Bank belongs, both domestically and abroad (risk management, legitimate interests). The Bank ensures that the data is accurate, complete, and up-to-date, and that the customer has the right to access their exchanged data, that the data will not be exchanged to a greater extent than necessary for the specific purpose, and that it will not be retained longer than necessary for the purpose for which it was provided. They are also aware that consent is voluntary, and that if they refuse to give consent in certain cases, depending on the contractual relationship and the necessity of the required data for the contractual relationship, the Bank will not be able to share their data with certain recipients/users, which in some cases will result in the inability to execute a specific contract in full or in a limited scope, about which the Bank will inform them in advance.

**1.9.** The Basic Card Holder and Additional Card Holder and other loan participants are obliged to inform the Bank of any change of personal and other data, especially about the changes of permanent or temporary residence registered for the account opening or loan granting in the Bank. The Basic Card Holder and Additional Card Holder and other loan participants shall be held accountable for any omission or damage resulting from non-compliance with the clause to deliver obligation data on the aforementioned changes. When contracting the Bank's credit products, the certificate of residence cannot be older than 6 months and must be submitted as an original or a certified copy.

**1.10.** Instead of signature, an illiterate person (the Basic Card Holder and Additional Card Holder and other loan participant who do not know how to read and write), makes a right thumb impression, or if this is not possible, impression of another finger. Making a thumb impression, the Basic/Additional card holder and/or loan participant accepts all provisions of Article 3.13. presented herewith. When the Basic Card Holder and/or Additional Card Holder and/or other loan participant are illiterate, blind or partially sighted person, the entire contractual documentation should be signed by two witnesses, in addition to the loan beneficiary and possibly other loan participants. Witnesses can be adults, who can read and write, who do not have any mental or physical disabilities which could prevent them to give a valid testimony and who do not have any benefit from concluding a loan agreement. The contractual documentation (agreement and statement on income seizure) should be read to the Basic and Additional Card holder and witnesses by a notary, who will issue a certificate

that the documentation was read and signed by the participants in the presence of the witnesses and in his/her presence. The documentation must be explicitly specified in the certificate by notary. The certificate issued by the notary must include the serial numbers of the promissory notes, which will undoubtedly prove that the loan participant placed his/her fingerprint or handprint on the promissory notes in the presence of the notary. In such cases, the information sheet must be signed by two witnesses and it does not have to be certified by a notary. In case when a loan participant has signed the personal document with his/her own handwritten signature, and who, when submitting the application, is unable to sign the documentation as on the personal document, the Bank will make a decision on actions in each individual case, and in accordance with legal provisions.

**1.11.** The Bank can collect its receivables from any account of the Basic Card Holder in the Bank, in accordance with the contract and positive legal regulations. If the Bank's claim is expressed in foreign currency, and the payment will be made in the domicile currency BAM or another currency, applied will be the sales rate for foreign currency on the day of settling the receivables. If the Bank's claim is expressed in domestic currency BAM, and the payment will be made in the foreign currency, applied will be the foreign currency sales rate on the day of settling the receivables.

**1.12.** The Bank is obliged to report to the State Investigation and Protection Agency, Financial Intelligence Unit, all transactions subject to such obligation in accordance with the Law on anti-money laundering and terrorism financing and internal documents of the Bank.

## **2. TYPE OF CARD PRODUCTS**

According to these Terms and Conditions, the Bank will issue and/or enable usage of the following credit cards:

### **2.1. MasterCard credit/revolving bank card**

Credit/revolving MasterCard is an international card that enables business operations both on the territory of BiH and abroad. This card allows the Basic Card holder and Additional Card holder to pay for goods and services through distribution channels at points of sale in BiH and abroad, as well as cash withdrawals on the ATM and POS network in BiH and abroad, which accepts this card and bears the MasterCard acceptance mark.

### **2.2. American Express card**

American Express card is an international card that enables business operations both on the territory of BiH and abroad. This card allows the Basic Card holder and Additional Card holder to pay for goods and services through distribution channels at points of sale in BiH and abroad, payment in instalments at merchants which agreed upon such service with the Bank, as well as cash withdrawals at authorized offices of American Express and the ATM network in BiH and abroad, which bears the American Express acceptance mark. American Express card can be:

- American Express card and
- American Express Gold card

## **3. LOAN GRANTING PER CREDIT/ REVOLVING AND CHARGE BANK CARDS**

**3.1.** The Bank grants loans by MasterCard credit/revolving and American Express cards only and exclusively to resident private individuals. The concept of resident/non-resident is determined by the Law on Foreign Exchange Operations in the FBiH, Republika Srpska, and Brčko District of BiH.

**3.2.** The loan applicants can receive information on terms and conditions and necessary documentation for granting revolving and charge loans (hereinafter: loans) in the business network and other distribution channels of the Bank.

**3.3.** The Bank is obliged to inform the Basic Card Holder about the conditions and all essential characteristics of the service it offers in the pre-contractual phase of the agreement conclusion, by providing a personalized information sheet and a representative example of the effective interest rate calculation in written form.

**3.4.** The Bank provides to Basic Card Holder the information and related explanations about terms and conditions of the Agreement, to enable the Basic Card Holder to compare the offers by various service providers and to assess whether the Agreement corresponds to his/her needs and financial situation.

**3.5.** Upon his/her request, the Bank will hand over free-of-charge a draft Agreement with basic data about the credit card, to the Basic Card Holder who intends to sign such agreement, in order to assess it outside the Bank's premises. The Bank will not issue a copy of the draft Agreement if at the time of his/her application, it assesses that it does not want to establish business relations with the Basic Card Holder in the concrete legal affairs.

**3.6.** According to these terms and conditions, the Bank will receive the application only when the entire requested documentation has been collected, necessary to establish the loan applicant's creditworthiness and risk assessment, upon receiving the application the Bank shall evaluate financial standing on the basis of creditworthiness and solvency of loan applicant and other loan participants using collected loan documentation.

**3.7.** The right to loan granting is entitled to each loan applicant, resident, who collects and delivers to the Bank the necessary documentation proving the creditworthiness, as well as other documentation depending upon the type and purpose of the loan, prescribed by the valid documents of the Bank, and about which the bank will inform the client, and who meets all conditions for the loan approval in accordance with the Bank's decision.

**3.8.** In the process of loan granting, the Bank establishes and checks the identity of Basic Card Holder and possible loan participant collecting data by review of valid personal documents issued by the competent authority (ID card, CIPS, passport, or other relevant document with a photo) in his presence, verifying their personal documents with address of permanent/temporary place of residence and data on document based on which the identity has been established (name and number of document, name and country of issuer). Additionally, based on certificate on employment, the Bank establishes the name of the employer of the Basic Card Holder and possible loan participants, employment period and other necessary information for loan granting.

**3.9.** The Bank retains the right to deny a loan application, without the obligation to provide written explanation to loan applicant. The Bank may give oral explanation to the loan applicant, elaborating on the reasons for denying the loan application.

**3.10.** Upon approval of the loan application, the Bank, Basic Card Holder and possible loan participants shall conclude an Agreement. The loans are concluded in the domestic currency BAM.

**3.11.** The mandatory elements of the Agreement, concluded with the Basic Card Holder and possible loan participants, have been defined by the valid regulations and are presented in the draft agreement, that is, the concrete agreement with the Bank.

**3.12.** The monetary contractual obligations must be determined, that is, determinable in the agreement concluded by the Basic Card Holder, possible loan participants and the Bank.

**3.13.** By signing the Agreement, the contractual parties agree that the following documents of the Bank have been presented to the Basic Card Holder prior to Agreement signing: Terms and Conditions and valid Decision on fees and other costs of the Bank for operations with domestic and foreign parties, forming a constituent part of the Agreement. All items not regulated by the Agreement shall be applied as defined by the aforementioned documents.

**3.14.** The revolving loan/spending amount per charge card is the amount approved to the Basic Card Holder, determined by the Bank in accordance with the internal documents of the Bank on terms and conditions for granting loans per credit/revolving and charge banking cards.

**3.15.** The amount of granted revolving loan and the amount of granted spending amount per charge cards is variable and can be subsequently increased/decreased, depending upon assessment of the Basic Card Holder creditworthiness and regularity of his/her operations. The Bank is obliged to notify in written form or electronically the Basic Card Holder about the amount of loan and its possible changes, and to obtain his/her written consent on such change.

**3.16.** The revolving loan and the granted spending amount per charge card is automatically renewed in accordance with regularity in payments per loan account and validity period of the card. In case of irregular payments by the Basic Card Holder, the Bank retains the right to cancel the contractual relations unilaterally, with obligation to notify the Basic Card Holder in written form at least 30 (thirty) days in advance presenting the reasons for such cancellation.

#### **4. ACCOUNT OPENING/ISSUING CREDIT/REVOLVING AND CHARGE BANK CARDS**

**4.1.** The Bank issues to the Basic Card Holder a credit card and one copy of the Agreement. The Basic Card Holder can have several credit/revolving and charge accounts opened with the Bank.

**4.2.** In the process of loan granting or subsequently, the Basic Card Holder can request issuing of additional card for one or several additional users. In such case, the Basic Card Holder is obliged to submit a certified authorization for the additional user to use the additional cards, and the additional user is obliged to submit the necessary documentation in accordance with the Bank's Decision on issuing additional card.

**4.3.** If the Basic Card Holder subsequently requests an additional card, but irregular payments have been established related to that card, the Bank will refuse issuance of additional card, without providing any explanation.

**4.4.** The additional card holder disposes with funds on the account under the same conditions as the Basic card holder, but the Additional card holder cannot authorize a third party to dispose with such funds, close the account/card, or cancel/terminate the Agreement concluded by the Bank and the Basic card user.

**4.5.** The authorization ceases to be valid upon written revocation/cancellation of the Basic and/or Additional Card Holder, death of the Basic and/or Additional Card Holder, loss of business capacity of the Basic Card Holder and closure of the loan account/card.

**4.6.** The statement of revocation/cancellation of the authorization shall have legal effect from the day it is received by the Bank, and any material damage resulting from the given authorization shall be borne by the Basic Card Holder. Once the authorization expires, the Additional Card Holder is obliged to return the card to the Bank.

**4.7.** The Basic and Additional Card Holders are required to sign the bank card in the designated place on the back of the card. Once the card has been issued, the Bank is obliged to notify in written form or electronically the Basic and Additional Card users on the manner of its takeover.

**4.8.** The Bank can change the manner of card takeover. In such case, the Bank is obliged to notify the Basic and Additional Card Holder in written form or electronically about the changed manner and/or place of card takeover.

**4.9.** The expiration/validity period of the card is changeable, and is at least two years from the date of card issuance, expiring on the last day of the month indicated on the card. If the card is used in an orderly manner, i.e. in accordance with these Terms and Conditions of the concluded Agreement, it will be automatically renewed by issuing a new card with the new expiration/validity period, no later than 15 (fifteen) days before the expiration date. The Bank is obliged to inform the Basic and Additional Card user in written form or electronically about issuance of the new card and the manner for its takeover.

**4.10.** The Basic and Additional Card users are obliged to take over the bank card at the latest in 90 days as of receiving the notification on the manner of takeover sent by the Bank in written form or electronically. The Bank issues PIN (Personal Identification Number) to the Basic and Additional Card Users.

**4.11.** A PIN is a secret, strictly confidential, personal identification number that the Bank assigns and which is known exclusively to the Basic and Additional Card Holders. It serves to identify the Basic and Additional Card Holder during transactions requiring PIN identification.

**4.12.** It is in the interest of the Basic and Additional Card Holder to keep the PIN secret, in order to protect from possible abuse. Therefore, it is not allowed to write down the PIN (on the card or any other document) or make it available to unauthorized third parties in any way. Basic and Additional Card Holder bear all responsibility if they unconscionably handle the PIN, i.e. the card. In such case, the Bank shall be relieved of any liability.

**4.13.** For transactions not requiring the PIN identification, the Basic and Additional Card Holder are required to sign the confirmation of the transaction in the same way as they signed on the back of the card. In case of PIN identification, the Basic and Additional Card Holder is not obliged to sign the confirmation of the transaction. In case the identification card is required to perform a transaction, the Basic and Additional Card Holders are obliged to present it to confirm their identity.

**4.14.** The credit/revolving or charge bank card can exclusively be used by the person indicated on the card. Any other way of use of the card as well as the use of the card by a person whose name is not printed on the card is considered abuse, and it will result in permanent termination of the right to use the card and its confiscation. The bank may temporarily or permanently deny the use of the bank card, with obligation to inform the Basic and Additional Card Holder with a written notification (in writing or electronically), stating the reasons for denying such usage, preferably immediately or within the next 3 (three) days, except when other regulations prohibit sending such notifications.

**4.15.** The card is automatically renewed by issuing a new card with a new validity period, unless the Card Holder cancels the use of the card no later than 30 (thirty) days before expiration of its validity period presented on the bank card.

## **5. SECURITY INSTRUMENTS**

**5.1.** The Bank is entitled to request from the Basic Card Holder an adequate security instrument for loan repayment. The Bank shall accept the following security instruments as adequate for loan repayment:

- promissory notes signed by the Basic Card Holder,
- certified documents on salary foreclosure upon acceptance of debtor, signed by the Basic Card Holder,
- special-purpose term deposit and
- other security instruments which shall be delivered by the Basic Card Holder at the Bank`s preference and upon its request.

## **6. INTEREST RATE**

**6.1.** The amounts of regular and default interest rates are defined by the Decision on the amount of interest rate for retail loans.

**6.2.** The amount of interest rate is concluded as annual interest rate, which can be:

- changeable/variable
- unchangeable/fixed interest rate.

**6.3.** Effective interest rate (EIR) shall be accrued in accordance with legal regulations and it shall be regulated by the Loan Agreement Effective interest rate is expressed in written form and available to customers.

**6.4.** Changeable interest rate to loans per credit cards consists of the following:

- average interest rates on retail deposits with the agreed maturity for: deposits in BAM and deposits with currency clause, deposits in EUR and deposits in foreign currency, as at 31.03 of a year (variable part of interest rate),
- margin of the Bank disclosed in percentages on annual level (fixed part of interest rate)

Regular adjustments of variable portion of the interest rate is carried out once a year, every 30.06. including Saturday, by the end of loan repayment, by comparing the value of variable part of interest rate as at 31.03 of the current year with the one as at 31.03 of the previous year.

Regular adjustment of variable part of interest rate shall be carried out in case the average value of the interest rates by retail deposits with arranged due dates for deposits in BAM currency, deposits with currency clause, deposits in EUR and deposits in foreign currency as at 31.03. of a given year is increased or decreased by more than 1 (one) percentage point in relation to the same value as at 31.03 of the previous year.

The Bank retains its right not to increase the amount of interest rate in accordance with this in favour of the Loan Beneficiary.

As reference interest rate, we shall take the average of interest rates by deposits of retail clients with arranged due dates, disclosed on annual level Interest rates of retail deposits are calculated by the Central Bank of BiH (CBBH, [www.cbbh.ba](http://www.cbbh.ba)) and published based on calendar for statistics issuance of CBBH, that is, from 1st to 7th in a month for which data are being published.

In case the methodology for calculating interest rates by retail deposits changes by the CBBH, the Bank shall use the same methodology based on data on interest rates by retail deposits published by other relevant institutions in BiH.

In case data on interest rates by retail deposits, as published in the moment of concluding this contract, are not published by any relevant institution in BiH, the Bank shall use the calculation methodology with the one used by CBBH.

In case, due to change of methodology for calculating interest rates by retail deposits, the average of interest rates by retail deposits with arranged due date is increased or decreased for more than 1 percentage point, the Bank shall not change interest rates based on such change – all future changes of the interest rates amount will be carried out based on changes occurring without the influence of the change of methodology by CBBH.

**6.5.** In case the interest rate changes, the Bank shall notify the Basic/Additional Card Holder in written form and/or electronically, at the latest within 15 (fifteen) days prior to application of such change. The day when the Bank addressed the Basic Card Holder shall be considered the day when the Bank sent by mail/electronically the notification to the Basic Card Holder to the address stated in Agreement, or address subsequently sent to the Bank by Basic Card Holder in written form, notwithstanding whether they are actually located at the particular address.

**6.6.** The notification on changed interest rate mandatorily includes a changed loan repayment plan and the beginning date of applying new interest rates.

**6.7.** For branches operating in the territory of Republika Srpska, if a variable interest rate based on a reference interest rate is agreed upon and its calculation and publication ceases, the interest rate provided for in the service agreement as a reserve or substitute interest rate shall apply. If the service agreement does not stipulate a reserve or substitute interest rate, an interest rate or another variable element officially published and not subject to unilateral influence by either contracting party shall apply, as determined by the Banking Agency of Republika Srpska. If the Bank intends to change the reference interest rate in accordance with this article, it is obliged to notify the user in writing no later than 30 days before the application of the new reference interest rate.

**6.8.** Valid interest rates for retail loans are public, presented in written form and available in business network and other distribution channels of the Bank (Bank's Website, business premises Banks etc).

## **7. INTEREST CALCULATION/STATEMENT DELIVERY/LOAN REPAYMENT**

**7.1.** The method of calculating regular and default interest is defined by the Agreement.

**7.2.** Interest to loans and other receivables shall be calculated by the proportional method, using decursive calculation, based on the actual number of days in a month in relation to actual number of days in a year. The interest to loan shall be calculated on monthly basis.

**7.3.** For due, unpaid receivables based on charge cards usage, the Bank shall accrue and charge default interest (interest at maturity) in the amount of 10% annually, for the period from receivables maturity to their settlement. The default interest rate is variable in accordance with the valid regulations on default interest rates, and it is accrued based on the actual number of days in a year (365/366) using conform method and decursive calculation. If the regulations on default interest rates change, the Bank shall apply the default interest rate which is more favourable for the customer.

For the credit/revolving cards, the Bank shall accrue and collect the agreed interest rate from the Agreement for the period of delay in meeting obligations per Agreement. If during the term of the Agreement, the agreed interest rates decreases, below the default interest rate, the Bank shall accrue and collect the default interest rate (interest rate upon maturity) in the amount of 10% annually to the unsettled liabilities from the Agreement. The default interest rate is variable in accordance with the valid regulations on default interest rates, and it is accrued based on the actual number of days in a year (365/366) using conform method and decursive calculation. If the regulations on default interest rates change, the Bank shall apply the default interest rate which is more favourable for the customer.

**7.4.** The calculation period for credit/revolving and charge cards has been defined by the internal documents of the Bank on terms and conditions for granting loans by credit/revolving and charge cards and it is presented in the Agreement.

**7.5.** Upon expiry of the calculation period for the credit/revolving and charge cards, on the day of calculation, the Bank delivers to the Basic Card Holder the statement to the address presented in the Agreement.

The statement represents a monthly report on balance and turnover per credit/revolving and charge card, delivered to the Basic Card Holder based on his/her preference (by mail, email, personal handover in the organisational unit of the Bank where the card was issued).

**7.6.** The Bank is obliged to present the following data to the Basic Card Holder of the credit/revolving card in the Statement: Amount of granted loan, amount of used loan, available amount of loan, percentage and amount of accrued regular interest, percentage and amount of possibly accrued default Interest (interest upon maturity), percentage and amount of minimum monthly repayment amount, percentage and amount of possibly accrued fee, date of statement, the latest date for settlement (due date for payment), place and amount of performed transactions by credit/revolving card, and other information which might be important to the Basic Card Holder.

**7.7.** The Bank is obliged to present the following data to the Basic Holder of the charge card in the Statement: Amount of granted amount for spending, percentage and amount of possibly accrued default Interest (interest upon maturity), percentage and amount of possibly accrued fee, date of statement, the latest date for settlement (due date for payment), place and amount of performed transactions by Charge card, and other information which might be important to the Basic Card Holder.

**7.8.** The maturity date for payments in credit/revolving and charge bank cards and the mandatory minimum monthly repayment amount for credit/revolving cards has been defined by internal documents of the Bank on terms and conditions for granting loans by credit/revolving and charge cards and it is presented in the Agreement. The Bank shall not calculate the default interest (interest per maturity) nor create a warning note,

if the Basic Card Holder settles the total due debt on any day at its preference and in accordance with his/her possibilities and needs from the calculation date until the payment due date.

**7.9.** The basis for setting the monthly minimum amount for revolving cards includes the following costs:

- costs based on payment transactions for goods and services,
- costs based on cash withdrawal transactions.

**7.10.** The following is not included in the basis of the revolving loan, but is charged in full and added to the costs included in the revolving loan:

- full (100%) amount of accrued regular and default interest,
- full (100%) amount of all accrued fees and possible insurance premium.

**7.11.** With charge cards, the entire claim based on cash and payment transactions made in the agreed calculation period, any default interest and compensation for the previous calculation period, as well as due instalments (for all instalment purchases made in the earlier period), are due in full.

**7.12.** Upon recording the due uncollected receivables from the previous calculation period for the credit/revolving cards, the new minimum repayment amount is calculated by adding the due uncollected amount from the previous calculation periods to the minimum repayment amount of the current calculation period.

**7.13.** If the Basic Card Holder does not pay the due receivables per credit/revolving and charge card, the Bank will create a warning note and deliver it to the Basic Card Holder to the address presented in the Agreement or the address the Basic Card Holder subsequently delivered to the Bank in written form.

**7.14.** If the Basic Card Holder pays the amount higher than the monthly minimum amount of due receivables for credit/revolving cards, the Bank will reduce the calculation basis in the following calculation cycle for such difference in payment.

**7.15.** If the Basic Card Holder pays the amount higher than the monthly amount of due receivables for Charge cards, the Bank will reduce the due receivables for such difference in payment for the following calculation cycle.

## **8. LOAN UTILIZATION PER CREDIT/ REVOLVING AND CHARGE BANK CARDS**

**8.1.** Using the credit/revolving and charge cards, payments of goods and services and cash withdrawals reduce the available amount of granted revolving loan, and granted spending amounts per charge cards.

**8.2.** The maximum daily spending limit for MasterCard and payments of goods and services at points of sale in the country and abroad by POS devices is BAM 5,000.00. American Express card can be used for payments of goods and services at points of sale in the country and abroad by POS devices in the amount of approved loan.

**8.3.** Cash withdrawal by credit/revolving and charge cards is allowed up to the daily limit for cash withdrawals at the ATMs in the country and abroad which amounts to BAM 1,000.00. Cash withdrawal at the ATM network in the country and abroad by American Express card is allowed up to the amount of monthly limit for cash withdrawal, which amounts to:

- EUR 150,00 (in counter value BAM) for American Express card and
- EUR 300,00 (in counter value BAM) for American Express Gold Card.

**8.4.** All transactions, regardless of the country and currency, are converted into currency in accordance with the currency clause, that is, they are presented in the domestic currency BAM and booked at the cost of credit/revolving and charge card.

**8.5.** When initiating remote electronic payment transactions using a card or a card-based payment instrument and/or registering a card at an online sales point for the purpose of making purchases over the internet, the online sales point through which the specific payment transaction is initiated may, in accordance with the rules of the card payment scheme, request from the cardholder the cardholder's first and last name for additional identity verification.

If the data entered by the cardholder at the online sales point does not match the data provided by the cardholder to the Bank as the issuer of the payment instrument, the sales point may refuse to initiate the payment transaction, even if the cardholder has authorized the transaction in accordance with the Agreement on the Use of a General-Purpose Cash Loan via a Mastercard credit card concluded with the Bank.

The sales point may, at its own discretion, refuse to initiate the payment transaction even if all the data is accurate and matching, and the Bank cannot influence this decision. In such cases, the payment transaction is not initiated and, therefore, will not be executed by the Bank.

**9. VIRTUAL CARD AND DIGITAL WALLET**

The Bank may enable to the user of a Mastercard credit/revolving card, to use such card as a virtual one within the Digital Wallet application of a specific Digital Wallet Service Provider, with whom the Bank has concluded an agreement.

The Virtual Card represents a digital display of a payment card in the Digital Wallet, enabling the cardholder to make contactless payment transactions at points of sale and ATMs that support NFC (Near Field Communication), wireless communication and/or at Internet points of sale enabling this type of payment.

The Digital Wallet represents an application solution for mobile payments, developed and offered by a specific Service Provider, enabling the card holder to register data related to one or more payment cards issued by the Bank in the application and thus generate a virtual card/virtual cards in order to initiate payments transactions.

Digital Wallet Service Provider represents a legal entity that offers the service of Digital Wallet, in which the Bank has made it possible to register the cards it issues.

The Mobile Device is a device for installation of the application Digital Wallet, which the user contracted with the Service Provider of Digital Wallet.

**9.1. Activation of the virtual card**

The Mastercard credit/revolving cardholder contracts the service of Digital Wallet with the Service Provider of the Digital Wallet. The Bank is not a contracting party of such relationship, nor does it assume or may assume the rights or obligations arising from such relationship, and is not responsible for the availability or functioning of that service. The cardholder independently decides whether to accept the terms and conditions of the Digital Wallet service, offered by a specific Digital Wallet Service Provider, which also determines the type and characteristics of the mobile device to contract and install the Digital Wallet application. Registering the payment card in the Digital Wallet, the virtual card is created including all terms and conditions of the card, whose digital overview is presented by such virtual card. All terms and conditions for issuance and usage of a certain Mastercard credit/revolving card contracted between the Bank and the Basic Beneficiary are applied also for the virtual card, unless otherwise determined by these Terms and Conditions.

**9.2. Virtual card usage and authorization of payment transactions**

After the Mastercard credit/revolving card holder concludes a contract with the Digital Wallet Service Provider and registers the valid card in the Digital Wallet, he/she can use the generated virtual card at points of sale and ATMs which accept such payment instrument. The terms and conditions of using the Digital Wallet service are defined by the contract between the card holder and the Service Provider, which is concluded by accepting the general terms and conditions of the Service Provider by the card holder, either directly in the Service Provider's application, or through the Bank's mobile banking service if the Bank allows it. The card holder gives consent for execution of a payment transaction, initiated using the Digital Wallet Service, through security elements saved by the card holder on the mobile device and contracted with the Digital Wallet Service Provider. For a payment transaction executed by a virtual card, the Basic Card Holder will be charged in the same manner as if the transaction was initiated using the card based on which the virtual card was generated. Beside from the Bank in a contracted manner, the virtual card holder can receive information on completed payment transactions also from the Service Provider, if such service was contracted.

If the user has several virtual cards in the same Digital Wallet, the user sets the order of the virtual cards for initiating the transaction, according to the rules determined by the Digital Wallet Service Provider in the contract concluded with the Card Holder.

**9.3. Card replacement and new cards**

When the Bank replaces the user's Mastercard credit/revolving card due to its expiration date or before the expiration date for any other reason, the new card will be registered on the user's mobile device and thus available for usage as a virtual card, unless the card was replaced with a new one due to a report on misuse of card and/or mobile device. If the card has not been taken over, the Bank retains the right to disable the use of the virtual card in the Digital Wallet. Deletion of a virtual card from the Digital Wallet does not have any effect on the ability to use the card based on which the deleted virtual card was generated. Deletion of a virtual card from the Digital Wallet does not release the Card Holder from the obligation to settle all liabilities, incurred by that card before its deletion.

#### **9.4. Termination or limitation of the right to use the virtual card**

If, for any reason, the Agreement on using the general-purpose loan per MasterCard credit card is terminated, under which the Bank has issued a Mastercard credit/revolving card to the user with virtual card as its digital representation, or if the user cancels the usage of the card or the Bank denies the user the right to use the card, the right to use the virtual card will also be terminated at the same time.

In case the right to use the card has been terminated and/or Agreement on using the general-purpose loan per MasterCard credit card has been cancelled/terminated or in case of temporary denial of right to use the card, the Basic Card Holder will still be under obligation to pay or provide funds on the account to settle all liabilities incurred by using the Mastercard credit/revolving card and virtual card.

The Bank can permanently or temporarily block the virtual card for the reasons related to safety in offering payment services, in case of suspicion of unauthorized usage of virtual card, that is, a usage with intent to fraud. The Bank will inform the card holder about its intention and reasons for blocking the virtual card whenever possible before blocking, i.e. immediately after the blocking. The Bank will enable again the registry of the virtual card once the reasons for its blocking cease to exist. The reasons for temporary and permanent blocking, that is, disabling card usage are applicable also for the virtual card. Blocking of the card results in blocking of the virtual card, whereas blocking of the virtual card does not have to result in blocking of the Mastercard card. The Digital Wallet Service Provider can disable usage of the virtual card for some of the reasons contracted with the card holder when arranging the service of Digital Wallet. In such case, the Bank does not have the possibility nor the obligation to impose any influence on the Service Provider with regards to availability of the Digital Wallet service to the card holder.

#### **9.5. Security**

Registering the Mastercard credit/revolving card in the Digital Wallet on a certain mobile device, the Card Holder undertakes to handle the mobile device with due care and to undertake reasonable measures for protection and confidentiality preservance of the personalized security elements on the mobile device, arranged with the Service Provider, necessary for giving consent for execution of payment transactions, initiated by the Digital Wallet service. All payment transactions initiated by the virtual card will be considered completed by the card holder, unless the card holder has previously reported to the Bank a theft, loss or misuse of the mobile device or the personalized security elements for the mobile device.

The Card Holder undertakes:

- to act with due care when creating personalized security elements for the mobile device and/or Digital Wallet, by not selecting security elements that somebody could guess or associate with the card holder,
- to disable access to the mobile device by the fingerprint of other persons or by face recognition of other persons,
- if the Card Holder has set security elements on the device before contracting the Digital Wallet service and generating the virtual card, such as a password, passcode or fingerprint access, he/she must review them and ensure a change of all security elements that had been set in such a way that anyone can guess them or security elements which the user has already disclosed to other persons, directly or indirectly, and he/she shall disable access by using other persons' fingerprints,
- in case he/she suspects that anyone is familiar or could be familiar with the security elements for the mobile device or any security element for access to mobile device, he/she shall change the security elements without any delay, and in case of loss or theft of mobile device or suspicion of misuse of mobile device or security elements, he/she shall inform the Bank without any delay.
- to keep as a secret and prevent other persons from finding out the one-time passwords that the Bank provides to the card holder for the purpose of identification when registering the card in the Digital Wallet.

#### **9.6. Fees for using Digital wallet service**

The Bank shall not charge any fee from the Mastercard credit/revolving card holder for registering the card in the Digital Wallet nor for using the Digital Wallet. The Bank has no influence on fees charged by the Digital Wallet Service Provider for its service, or by third parties offering services directly or indirectly linked to this service.

#### **9.7. Processing personal data and data on payment transactions initiated by virtual card**

If the Card Holder registers the Mastercard credit/revolving card in the application Digital Wallet using the mobile banking service, and if the Bank allows it, the Card Holder thereby authorizes and instructs the Bank to deliver to the Service Provider the identification data of the user and data on the card to be registered,

including also data on card expiry date, with the aim of signing agreement between the card holder and the Service Provider. The Service Provider is at the same time the personal data processor with regards to personal data of Digital Wallet user, and as such, it is responsible for legality in processing the personal data, necessary to conclude and execute the agreement on Digital Wallet service, within duration and upon termination of that contract. The Bank has no influence and it is not responsible for the manner in which the Service Provider receives and processes data.

Within validity and usage of the virtual card, the Bank delivers to the Service Provider the non-personalized information on payment transactions initiated by the virtual card, for the purpose of executing agreement between the card holder and Service Provider.

Contracting and usage of the Digital Wallet Service includes a secure transfer of information through electronic communication networks, provided by the electronic communication service providers, over which the Bank has no influence, including the electronic communication service providers of the card holder. The Bank shall not be responsible for availability and functioning of this service, nor for transfer of data from the Service Provider to the user's mobile phone and vice versa, nor for storing the data on the user's mobile phone.

#### **10. BLOCKING, REPAYMENT AND CLOSING LOANS PER CREDIT/ REVOLVING AND CHARGE BANK CARDS**

**10.1.** The Bank shall block/disable card usage in cases of banking card reported missing, death of the Basic and/or Additional Card Holder, based on court decision, decision of another competent body, and documents based on which the Bank is legally obliged to block the card.

**10.2.** During the blockade, the Basic and/or Additional Card Holder cannot dispose with funds on the account.

**10.3.** The Bank can deny the rights to the Basic and/or Additional Card Holder to use credit /revolving and charge card for a certain period of time, without prior notification, if they do not follow provisions of the General Terms and conditions for retail operations per credit/revolving and charge cards.

**10.4.** The Basic Card Holder agrees that in case of temporary denial of the right to use the card, his/her obligations arising from the use of the card until the moment of denial do not cease to exist, and undertakes to settle such liabilities.

**10.5.** The Bank will permanently limit the right from the Agreement, i.e. cancel the Agreement, to the Basic and/or additional card Holder, who does not comply with the obligations from the Agreement and other agreements related to credit account operations and acts contrary to the applicable regulations and documents of the Bank.

**10.6.** The Bank may permanently deny the right to use the cards at any time, if the Basic and/or additional card Holder is operating unconscionably (if the operations are contrary to these Terms and Conditions, contractual provisions and applicable regulations) and cancel the cards of the Basic and/or additional card Holder. Revocation/cancellation of the card of the Basic Card Holder cancels also the right of the additional card user to use the card.

**10.7.** The Bank is obliged to notify the Basic and Additional Card Holder about cancelation of rights to use the card, at least 30 (thirty) days in advance, stating the reasons for termination of the contractual relations.

**10.8.** The Bank retains the right to temporary block the card usage it suspects the possible misuse of card data, based on potential misuse monitoring, if it cannot establish contact with the card user. If the Bank cannot establish contact with the card holder by telephone or e-mail in order to verify the validity of the transaction, the temporary blocking of the card will protect the user from potential misuse, until the card holder contacts the Bank.

**10.9.** The Bank will not bear responsibility in the event of the impossibility of carrying out transactions that are subject to any restrictions imposed on the Bank by the Intesa Sanpaolo Group, international sanctions imposed by the United Nations, the European Union (EEAS), OFAC and other institutions both in Bosnia and Herzegovina and the countries whose restrictions affect the operations of the Intesa Sanpaolo Group and the Bank.

#### **11. CHARGEBACKS PER CREDIT / REVOLVING AND CHARGE BANK CARDS**

**11.1.** The Basic and Additional Card Holder can file a possible chargeback request related to card transactions personally or in written form to the Bank in its organisational unit where the card was issued, or by other distribution channels (electronically by email: stanovnistvo@intesasanpaolobanka.ba). The Basic and additional Card Users are obliged to file a chargeback request at the latest within 30 (thirty) days as of day of statement issuance. The Bank bears no responsibility and is not obliged to accept chargeback requests

submitted beyond the stated deadline, and in such case, all possible costs shall be borne by the Basic Card Holder. The Bank shall respond to the chargeback requests received in the said deadline, within 30 (thirty) days as of receiving such requests from the Basic and Additional Card holder for contracts concluded in the organizational unit of the Bank operating in the territory of the Federation of Bosnia and Herzegovina, i.e. 15 (fifteen) days for contracts concluded in the organizational unit of the Bank operating in the territory of the Republika Srpska.

**11.2.** The Basic and additional card holders are obliged to keep copies of invoices/slips from POS devices and ATMs for the purposes of possible chargeback requests. In case of missing invoices/slips, the Bank bears no responsibility and is not obliged to accept the chargeback request, and all possible costs in that case are borne by the Basic Card Holder.

**11.3.** In case of a grounded chargeback request, filed within the deadline and according to these Terms and Conditions, the Bank will approve the claimed amount of the Basic and/or additional card holder upon completion of the procedure.

**11.4.** The Bank bears no responsibility for quality of goods and services purchased by the credit/revolving and charge card, and for correctness of received information, that is, for any rejection of the credit/revolving and charge card at the points of sale. The Basic or Additional Card Holder shall solve such chargeback requests directly at the point of sale.

**11.5.** In case of filing a request for verification of an unauthorized payment transaction, the Bank will not charge a fee for such request or a fee for interaction between the Bank and the customer.

**11.6.** If the Bank does not receive a written chargeback request from the Basic and additional card holder, supported by the necessary documentation within the period specified in these general terms and conditions, the Bank will consider that the Basic Card Holder agrees with the statement.

## **12. LOSS, DAMAGE OR THEFT OF CREDIT/REVOLVING AND CHARGE BANK CARD**

**12.1.** The Basic and Additional Card Holder is obliged to immediately report any loss, damage, unauthorized usage or theft of the credit/revolving or charge card to any organisational unit of the Bank or by phone + 387 33 497 657 printed on the back of the credit/revolving or charge card. Upon receiving the report on loss or theft of the credit/revolving or charge bank card, the Bank shall block such card.

**12.2.** Any costs and damages caused by misuse of the lost, damaged or stolen card shall be borne by the Basic Card Holder up to the moment when the Bank receives the report on lost, damaged, misused or stolen credit/revolving or charge card.

The Basic Card Holder of the MasterCard and American Express card is not responsible for the costs incurred by card utilization after reporting loss, theft, etc. (after the card has been blocked by the Bank), while the costs incurred prior to the report will be charged by the Bank from the Basic Card Holder for the entire amount of transactions.

**12.3.** The bank is not responsible for any misuse of the bank card due to negligence, fraud and/or other criminal acts, and for the misuse caused when conducting online transactions with the MasterCard.

**12.4.** In case of loss or theft of the bank card, the Bank will issue a new credit/revolving or charge bank card to the Basic Card Holder and Additional Card Holder, if he/she regularly settled the liabilities, and it will deliver a new PIN.

**12.5.** In case of physical damage of the credit/revolving or charge card, the Bank shall issue to the Basic or Additional Card Holder a new card under the same account.

**12.6.** The Basic Card Holder or the Additional Card Holder may change the PIN at the Bank's ATMs, while the availability of this functionality at the ATMs of other banks depends on the technical capabilities of those banks, for which the Bank is not responsible.

## **13. FEES**

**13.1.** The Basic Card Holder shall pay fees and commissions in accordance with the Agreement, defined by the Decision on fees and other costs of the Bank in operations with domestic and foreign private individuals.

**13.2.** The applicable fees shall be public, presented in writing and available in business network and other distribution channels of the Bank (Bank's website, etc).

## **14. SPECIAL-PURPOSE TERM DEPOSIT AS SECURITY INSTRUMENT LOAN REPAYMENT PER CREDIT / REVOLVING AND CHARGE BANK CARDS**

**14.1.** The special-purpose term deposit shall serve as security instrument for loan granted under condition of arranging a special-purpose term deposit.

**14.2.** The Bank shall register lien on special-purpose deposit serving as collateral for loan repayment in favour of the Bank at the Registry at Ministry of Justice BiH.

**14.3.** The special-purpose term deposits shall be arranged in the domestic currency BAM for the term which cannot be shorter than the loan repayment term, with a possibility of automatic renewal in line with the card renewal. In case of auto-renewal of the special-purpose deposit, the Bank shall notify the Basic Card Holder of the term for which the special-purpose deposit shall be renewed and of the new interest rate no later than 15 (fifteen) days prior to the term deposit expiry. The Basic Card Holder is entitled to cancel the Agreement on special-purpose deposit and card no later than 30 (thirty) days as of receiving such notice, free of charge and with interest contracted for the expired term period, with obligatory settlement of all liabilities per that card.

**14.4.** The Bank shall accrue interest in the amount defined by the Agreement based on Decision on the amount of interest rates for retail deposit operations to such term deposit by applying the same methodology of calculation as applied to the loan. Accrued interest shall be attributed to term deposit upon the deposit expiry or definite loan repayment.

**14.5.** The Bank can set off/settle the term deposit and loan debt to settle the due liabilities in case of cancellation, or based on special decision of the Bank, if the above is not contrary to the Agreement on special-purpose term deposit.

## **15. THE RIGHT TO CANCEL THE CONCLUDED AGREEMENT**

**15.1.** The Bank cannot make available the funds of the granted loan to the Basic Card Holder before expiry of 14 (fourteen) days from the date of conclusion of the Agreement, except upon the explicit request of the Basic Card Holder.

**15.2.** Basic Card Holder is entitled to cancel the concluded loan agreement within 14 (fourteen) days from the date of conclusion of such agreement, without stating the reason for cancellation, but he/she is obliged to send to the Bank a written notice on loan cancellation before the expiry of 14 (fourteen) days.

**15.3.** The Basic Card Holder may cancel the concluded Agreement only under condition that he/she has not started using the loan, if the Loan Agreement was concluded in the territory of Republika Srpska, that is, under condition that he/she immediately or within 30 (thirty) days from the date of delivering the loan cancellation notification, returns the principal amount to the Bank and interest for funds used during the utilization period of the granted loan, if the Loan Agreement was concluded in the territory of Federation of BiH and Brčko Distrikt BiH.

**15.4.** The Basic Card Holder is obliged to have a proof on delivering the Notification on cancelling the loan to the Bank.

**15.5.** The date of cancelling the loan by the Basic Card Holder shall be considered the date when the Bank receives the notification on loan cancellation.

**15.6.** If the Basic Card Holder of MasterCard/American Express card cancels the concluded Agreement, the Bank will not charge the cancellation fee.

**15.7.** If the Basic Card Holder cancels the concluded Agreement, accompanied with an additional service, the Agreement on additional service shall also be cancelled.

## **16. LOAN CANCELLATION**

**16.1.** The Bank can cancel the Agreement in case the Basic Card Holder:

- does not meet his/her obligations in accordance with the Agreement, delivered statements, does not pay at least 3 (three) due annuities, all in accordance with positive regulations in BiH,
- presents the false and incorrect documentation to the Bank,
- does not notify the Bank, in writing, on change of address, or change of employer where he/she has worked or loss of job, while, at the same time, he/she does not meet obligations arising from Agreement to the Bank,
- does not follow provisions of these Terms and Conditions.

The Bank shall notify the Basic Card Holder in written form about Agreement Cancellation, with a 15-day period of notice, counting from the day of delivering such notification to the Basic Card Holder. The Basic Card Holder agrees that the day when the Bank sent a notification on cancellation to his/her address by main shall be considered the day when such notification was delivered.

## **17. EARLY CLOSING OF CARD/LOAN**

**17.1.** The Basic Card Holder can repay the loan, i.e. the total amount used and request the closure of the card in writing at any time after the approval of the use of credit funds and receive information from the authorized

staff of the Bank about the debt balance for early closure of the loan/card. Maximally 5 (five) business days may pass from the day of Bank's notification on early loan repayment until the loan repayment. The cards of the Basic and Additional Card holder shall no longer be valid on the day of receiving request by the Basic Card Holder for settlement of the total used funds and card closure.

#### **18. NOTIFICATION**

**18.1.** The Bank notifies once a month the Basic Card Holder about the balance and changes per credit accounts in the domestic currency, sending the statement per account and in the manner provided by the Agreement.

#### **19. CUSTOMER'S COMPLAINT AND OTHER COMPLAINTS**

**19.1.** If the Basic and Additional Card Holder and possible loan participants believe that the Bank does not follow its obligations from the concluded contract, good business practices, 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.

**19.2.** If the complainant files an oral complaint, but is not satisfied with the Bank's response, the complainant shall be entitled to file a complaint in writing or electronically e-mail: stanovnistvo@intesanpaolobanka.ba.

**19.3.** The Bank is required to conduct proceedings upon 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.

**19.4.** In case that the Bank does not submit an answer within the deadline 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 in the organizational part of the Bank that operates 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 his/her dissatisfaction with 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 the expiration of the 30-day period in which the Bank was obliged to respond to the submitted complaint. The complainant, who established a business relationship with the Bank in the organizational unit operating in the territory of Republika Srpska, can notify in writing the Ombudsman for the banking system, established within the Banking Agency of Republika Srpska at the address Vladika Platon 1/A Banja Luka, that he/she is dissatisfied by the outcome of the complaint procedure, within 6 (six) months from the date of receipt of the Bank's response or the expiration of the 15 (fifteen) day period in which the Bank was obliged to respond to the submitted complaint, if the Bank did not deliver a response to the customer or the complainant.

According to the BiH Law on Consumer Protection, if the complainant is not satisfied with the Bank's response to the complaint, regardless of the location of the conclusion of the Loan Agreement, he/she can file complaint to the Ombudsman for Consumer Protection located in Mostar, Kneza Domagoja Street bb.

The Card Holder also has the option to initiate a mediation procedure for an out-of-court settlement of the disputed relationship.

#### **20. ASSIGNMENT OF CLAIMS**

**20.1.** The Bank has the right to transfer its claims in accordance with the provisions of the Law on Banks and relevant by-laws acts. The basic beneficiary has the same rights towards the receiver as he/she had towards the Bank and in addition to the complaints he/she has towards the receiver, he/she can point out the complaints he/she had towards the Bank related to the Loan Agreement.

**20.2.** The receiver cannot place the Basic Beneficiary in a less favorable position than the position it would have if the claim had not been transferred, and the Basic Beneficiary cannot be exposed to additional costs.

**20.3.** The Bank is obliged to inform the Basic Beneficiary about the assignment of claims, unless it has continued to collect the assigned claim from the beneficiary on behalf of and for the account of the receiver.

#### **21. FINAL PROVISIONS**

**21.1.** The Bank is obliged to keep the data on Basic and Additional Card Holder, and possible loan participants as well as a written order of the Basic Card Holder for account closing and documentation based on which the loan was granted or repaid, for at least 10 (ten) years after the expiration of the year when the loan was repaid/card closed or when the business cooperation was terminated.



**21.2.** The Bank is obliged to store the payment orders and other documents based on which the changes on accounts in the Bank were recorded for at least 10 (ten) years upon the expiry of year when changes on accounts were recorded.

**21.3.** The Bank will store data presented in Article 21.1 and 21.2 in its original form or other forms which can be regarded as evidence, in accordance with valid regulations and Bank`s documents regulating the archiving.

**21.4.** All matters not explicitly regulated by these Terms and Conditions shall be regulated by the valid regulations related to retail operations.

**21.5.** The General Terms and Conditions for retail operations for credit/revolving and charge bank cards include the Decision on fees and other costs of the Bank in operations with domestic and foreign private individuals.

**21.6.** In case that some of the provisions of these Terms and Conditions, after their adoption, are not consistent with the applicable regulations, such regulations shall apply until the changes and/or amendment of these Terms and Conditions.

**21.7.** These General terms and conditions for retail operations per credit/revolving and charge bank cards shall enter into force as at 01.08.2026.

**Intesa Sanpaolo Banka d.d. Bosna i Hercegovina**