

**GENERAL TERMS AND CONDITIONS FOR ISSUING
AND USING A PAYMENT CARD AS A PAYMENT
INSTRUMENT IN ZAPAD BANK**

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1. INTRODUCTION

These General Terms and Conditions for Issuing and Using Payment Cards as a Payment Instrument of Zapad banka AD Podgorica ("the Bank") establishes the manner and conditions for issuing and using payment cards for consumers and non-consumers, respectively for physical persons and legal entities, as well as the rights and obligations of the Bank and the Account Holder / Card User ("Client").

The General Terms and Conditions for Issuing and Using Payment Cards as Bank's payment instrument ("General Terms") shall apply to issuing of payment cards, manner of its use by Client, reporting to Client on changes and balance of transaction account, charging Bank's fees for providing payment card services, blockade and cancellation of payment cards as well as other issues related to the issuance and use of payment cards.

An integral part of these General Terms constitute:

- General rules for Issuing and Using Mastercard debit cards ("General Rules") as specific rules;
- General Rules for Issuing and Using the Mastercard Business Debit Card ("General Rules for Mastercard Business Debit Cards") as special rules and
- Card Operations Tariffs (Residents and Non Residents) ("Tariffs") of the Bank,

whether they are an integral part of the Agreement or available to Clients on the Internet site www.zapadbanka.me ("the Website") or are posted in the premises and / or in Bank's organizational units (branches, branch offices, counters, overseas representation offices) ("Bank's premises").

Any referral to the General Terms hereinafter includes a reference to the documents mentioned in the foregoing paragraph.

General Terms and Conditions are an integral part of the individual Agreement (on the Issuance and Use of Mastercard Standard Debit and / or Mastercard Gold Debit) and together with the Application for Issuance of the Mastercard Debit Card and the General Rules referred to in paragraph 3 of this part of the General Terms constitute the Agreement and represent a unified whole as well as constituent part of the General Rules for Mastercard Business Debit Card referred to in paragraph 3 of this part of the General Terms and a separate Agreement on issuance and use of Mastercard Business Debit Card (hereinafter referred to as "the Agreement").

General Terms, General Rules or General Rules for Mastercard Business Debit Cards and Tariffs are available in writing when applying for a Mastercard Standard Debit, Mastercard Gold Debit, Mastercard Business Debit Card in the Bank's premises and at the Bank's website.

In case of a collision of the Agreement with the General Terms and / or other acts of the Bank, the provisions of the Agreement shall apply, then the provisions of the Framework Agreement on Payment Services (National and International Payment Transactions), and General Terms of Service of Payment Transaction (Provision of Payment Services for consumers / non-consumers) in the Bank, General Terms, General Rules or General Rules for Mastercard Business Debit Card and at the end of

provisions of other Bank's acts. By signing the Agreement, Client confirms that he/she has been previously made aware of these General Terms and agrees with them and accepts them.

2. BANK – PAYMENT CARD ISSUER

Name:	ZAPAD BANKA AD PODGORICA
Address:	Moskovska street 2B/Vii, 81 000 Podgorica, Montenegro
Registrar of Companies number:	40009448
Identification number:	3032531
Tax Identification Number:	3032531
BIC/SWIFT:	ZBCGMEPG
Bank account with the Central Bank:	907-57001-31
E-mail:	info@zapadbanka.me
Web page:	www.zapadbanka.me
phone:	+382 20 690 000
Fax:	+382 20 690 001
Supervisory body:	Central Bank of Montenegro
Work permit issued by the Central Bank of Montenegro:	0101-4014/67-3 from 30.1.2015

3. TERMS AND INTERPRETATION

In these General Terms, the following words have the following meanings:

Acts of the Bank	all documents and decisions approved by the authorities of the Bank, its bodies and authorized persons, which are available to the Client through the certain distribution channels that define the rights and obligations of the Client and all other persons who are undertaking the rights and obligations to the Bank, and the Bank itself.
CVV code	three-digit code on the back of a payment card, which is used in carrying out transactions on the Internet or MOTO / CNP transactions.
Distribution channels	all ways and means through which it is possible to access, contracting and the use of the Bank's products and services; branch of the Bank, the Bank's website, e-banking services and similar.

E-banking	services of remote access to information on the Client's accounts and / or execution of payment transactions and currency conversion transactions using computer or telecommunication devices.
Debit card	represents a payment card with payment and settlement of the transaction account without delay.
Payment card user	The client or a person authorized by the client to use the payment card.
Payment service user	a physical person or legal entity who uses a payment service as a payer and / or a payee.
MOTO/CNP transaction	Mail order and telephone order - postal and phone orders and non-present Card transactions - represent transactions whose performance at the point of sale does not require the use of Client's payment card.
Nonconsumer	A physical person who acts in payment service contracts within the framework of his registered economic activity - an entrepreneur, as well as a legal entity.
Nonresident	person defined in accordance with the law on governing the current and capital transactions with foreign countries.
Cash assets	cash money (banknotes and coins), the funds in the account and electronic money
Authorized person	physical person who the Payment Service User - the owner of the transaction account authorizes to dispose of funds in that account, in accordance with the internal acts of the Bank and obtained power of attorney.
Bank's premises	the seat of the Bank and / or organizational units (branches, branch offices, counters, overseas representation offices) of the Bank
Consumer	A physical person who concludes a contract on payment services covered by these General Terms for purposes other than intended for his/her activities, business or profession.
Payer	physical person or a legal entity that has a transaction account and gives an order or approval for payment from that account, or an individual or legal entity that does not have a transaction account and gives an order for payment.

Receiver of funds	physical person or a legal entity that are intended to receive the funds that are the subject of a payment transaction.
Receiver of funds	physical person or a legal entity that are intended to receive the funds that are the subject of a payment transaction.
The provider of payment services	entities that can, under the law, provide payment services in Montenegro.
Personalized security elements	data on payment card along with data associated with the card, which enables the Bank to identify the person who has authorization to use this card, and in particular first and last name of the user of the payment card, payment card number, control number printed on the payment card, date of validity of the payment card, PIN and signature on the card of the users of payment card, as well as OTP, TAN, CVV.
PIN Payment card	personalized security element that makes the secret identification number of the Client, which is assigned by the Bank, known only to the cardholder and which is strictly confidential, and that serves to identify the user of the payment card and authentication for payment transactions requiring identification and PIN authentication.
Payment instrument	personalized instrument and / or set of procedures agreed between the payment services user and provider of payment services, used by the payment services user to initiate the payment order.
Payment card	payment instrument that enables its holder to pay for goods and services via the receiving device or remotely and / or that allows the withdrawal of cash or the usage of other services at the ATM or other self-service device.
Payment account	account that provider of a payment service maintains in the name of one user of card payment services, and is used for the execution of payment transactions.
Reference rate	the rate used as a currency conversion basis, made available by the payment service provider or derived from a publicly available source (Mastercard).
Work day	part of the day in which the Bank or another provider of payment services of payment recipient / payer, who is participating in the execution of payment

	transactions, operates and enables the execution of payment transactions to payment service user.
Resident	person defined in accordance with the law governing the current and capital transactions with foreign countries.
Transaction account	type of account for payment which are opened and managed by banks and other credit institutions that provide payment services, a branch of credit institutions from third countries established in Montenegro and Central Bank in the name of a payment service user for the execution of payment transactions and for other purposes. The same is used for the execution of payment transactions as well as for other purposes related payments of turnover services, which are open to consumers and non-consumers physical persons and legal entities, residents and nonresidents.
Transaction account – paymtn cards	type of account to which the payment card is linked, as a payment instrument. It is open to consumers and non-consumers, individuals and legal entities, residents and non-residents. It records all financial changes, commissions and costs incurred by using the Card (s), all in accordance with the Tariffs.
The Agreement for issuing and using a Mastercard debit card	Agreement regulating the way of issuing and the conditions for using a debit Mastercard card.
Account owner	payment services user who signed the Framework Contract with the Bank and has an open transaction account with the Bank.
Representative	a person who is the legal representative of the Client based on the statute, founding or other act.
Law	the current Law on Payment System in Montenegro, including the amendments of the same, as well as bylaws.

With regard to the interpretation of the meaning of certain words in this part of the General Terms, it is insignificant whether singular or plural or gender nouns were used or not, including a capital letter or lowercase letter. The titles of individual parts are given for orientation and cannot form the basis for the interpretation of the General Terms.

4. AREA OF APPLICATION OF GENERAL TERMS

The General Terms apply to the future execution of payment transactions initiated by Client through payments of goods and services by payment card at the receiving device or remotely, as well as cash withdrawals at the ATM.

The Bank issues a payment card to a physical person and legal entity, if there is an open payment account in the Bank and when it is being used.

All of the above information is available in an appropriate form to the beneficiary of the services, provided by the Bank upon the conclusion of Agreement on the issuance and use of payment cards and the acceptance of these General Terms - which are considered an integral part of such agreements.

5. ISSUING AND USING OF PAYMENT INSTRUMENTS

Upon opening of a transaction account, the Bank may issue payment instruments to the Client and / or its authorized persons and / or payment card users at Client's request in accordance with these General Terms and special conditions for such services. The bank issues a payment card to the User of the payment card that reads on his/his behalf and is linked to his/her transaction account. Transactions executed with the payment card of the User shall be charged to the transaction account of the Client with the date of the transaction. The payment card is Bank's ownership. It is issued in the name of the Card User, it is non-transferable and can only be used by a person whose name is printed on the payment card and is issued for the agreed duration time. The payment card can be used as a non-cash payment instrument at the points of sale in Montenegro and abroad, which have prominent card labels, when purchasing goods and services, as well as cash withdrawals, only to the amount available on the transaction account. Client is responsible for all expenses incurred using the payment card. For all expenses incurred in the country, The Bank debits the Client's transaction account in the currency to which the card is linked (EUR / USD), at the exchange rate set by Mastercard.

To perform non-cash and cash payment transactions using the payment card, the Client concludes the Contract and signs all required documentation in accordance with the internal acts of the Bank and receives payment card and PIN.

5.1. *Bank's obligation related to payment instruments*

The Bank is obliged to:

- ensure that personalized security elements of a payment instrument are accessible only to Client authorized to use that payment instrument;
- refrain from sending a payment instrument that Client did not require, except in the case of
- replacement of the payment instrument already issued;
- allow Client to provide at any time notice of theft / loss of his/her payment card,

- upon Client's request, provide an appropriate evidence that he/she has provided the notification in accordance with the Agreement and provided that such request is filed within 18 (eighteen) months after the Bank's receipt of such notice;
- prevent any use of the payment instrument upon receipt of the notice.
- The Bank bears a risk of delivering the payment instrument and personalized security elements of the payment instrument to Client.

5.2. *Restrictions / limits for use of payment instruments*

The Bank determines the amount of daily cash withdrawal limits on ATMs and informs Client of it when activating card.

5.3. *Responsibility for damage to payment card*

Client is responsible for damage caused by the abuse of the payment card until the moment of notifying of the loss of payment and / or theft and / or missing of the payment card. From the moment of the reported notification by Client to the Bank, any other damages incurred in connection with the performance of the card that is lost and / or stolen lost and / or missing shall be borne by the Bank. In case of a loss and / or theft and / or missing of payment card for withdrawals using PIN, Client is liable for the damage.

5.4. *Cancellation / Replacement of payment card*

Client may cancel the use of the payment card only in writing, at least 30 (thirty) days prior to the expiration of the validity of the Card. A card whose use has been canceled must be returned to the Bank along with all other additional cards.

Client is obliged to return the damaged or defective payment card to the Bank, either in person or by post. The Bank will cancel the damaged card and issue a new one. Service of payment card replacement shall be charged to Client in accordance with the Bank's fees Tariffs, unless the Bank decides otherwise.

6. CLIENT'S AND ITS AUTHORIZED REPRESENTATIVE OBLIGATIONS AS USERS OF BANK'S PAYMENT INSTRUMENTS

Client or its authorized representative who is authorized to use the payment instrument shall:

- 1) use the payment instrument in accordance with the provisions of the Agreement governing the issuance and use of the payment instrument and
- 2) promptly inform the Bank or a person designated by the Bank on the identified loss and / or theft and / or misuse of the payment instrument and / or its unauthorized use. Client or its authorized representative shall, immediately upon receipt of a payment instrument, take all reasonable measures to protect the personalized security elements of that payment instrument.

7. BANK'S RIGHT TO BLOCK THE PAYMENT INSTRUMENT

The Bank has the right to block the payment instrument for justifiable reasons:

- 1) relating to the security of the payment instrument;
- 2) relating to suspicion of unauthorized use, or use of the payment instrument with the intent of fraud.

The Bank is obliged to inform Client of the intention and the reasons for blocking the payment instrument to the address / phone listed when opening a transaction account. The Bank will notify Client first orally and then by email or by written confirmation to the given address. If the Bank is unable to inform the Client immediately after the establishment of the blockade, it shall do so as soon as possible.

Exceptionally, in the case of justified security reasons or when required by law and the competent authorities, the Bank will not execute the obligation to inform the Client.

Client shall, without delay, inform the Bank of a loss and / or theft and / or misuse of the payment instrument and / or its unauthorized use, in accordance with the provisions of the Agreement. If the notification of loss and / or loss and / or theft of payment card is made by phone or e-mail, Client shall, within three (3) days of the notification of loss and / or loss and / or theft of the card, confirm it in writing to the Bank. Upon the completion of the notification report to the Bank by the Client in connection to the loss and / or disappearance and / or theft of the card, the Bank will block the payment card and prevent its further use.

The Bank will unblock the payment card after termination of the reason for which it was blocked.

- 3) When the Cardholder closes the transaction account in the Bank;

8. PAYMENT SERVICES

8.1. Signing payment orders / Verification

When paying or withdrawing cash with payment card on EFTPOS devices, Client is identified with signature or PIN, and for cash withdrawals at ATMs via PIN. Correctly typed and checked PIN serves as the exclusive and unambiguous confirmation of the rendered service at an ATM or EFTPOS terminal. Client is obliged to keep the PIN confidential and not disclose it to others, nor mark it on the payment card. All risk of PIN abuse is borne by Client. Confirmation of transactions conducted on EFTPOS terminal that does not have PIN module is Client' signature. For payment of goods and services acceptance locations on the Internet Client's identity is confirmed by the following data: card number, the expiration date of the payment card and optional - security code printed on the back of a payment card (CVV code). Client for payment of goods and services at acceptance locations on the Internet, and telephone orders, payment of tolls and etc, bears responsibility for possible misuse if the misuse occurred due to negligence or gross negligence by the Card User or by use of the card contrary to the general and specific business conditions.

Client gives consent for the payment transaction by inserting the payment card into the ATM and entering a PIN or inserting a payment card in the EFTPOS device and entering a PIN, or in the case of transactions carried out on the Internet (e-commerce payments) or MOTO / CNP transaction by entering CVV code of the payment cards. Client agrees that the PIN, typed and checked at an ATM or EFTPOS terminal or the signature on the certificate EFTPOS terminal that does not have PIN module with the transactions conducted on the Internet (e-commerce payment) or MOTO / CNP transactions, entering CVV code of the payment card is exclusive and unambiguous confirmation of the rendered service of cash withdrawals at payment locations, paying the bills.

When dealing with a transaction account Client -consumer is required to identify him/herself with the payment / banking card and a valid identification document. When signing in dealing with transaction account, the signature of the Client -consumer must be identical to the signature deposited on the Application or banking / payment card.

8.2. Authorization of payment transactions

Delivery / insertion of the payment card correctly and entered PIN serves as the exclusive and unambiguous confirmation of the executed service at an ATM or EFTPOS terminal. Confirmation of transactions conducted on EFTPOS terminal that does not have PIN module is done with a Card User /Client's signature. Also, confirmation of transactions made on the Internet (e-commerce payments) or MOTO / CNP transaction is input of CVV code.

At certain points of sale where the bank of a recipient of the payment, due to the speed of execution of transactions or technological prerequisites, defined the implementation of the transaction without the signature of the beneficiary or typing a PIN, for example. pay tolls, contactless payments, etc., Client gives consent for the execution of such transactions by the very act of using the card at the point of sale.

The card can be used to pay for goods and/or services through the means of modern communication. With the help of the "3D secure" option, the Cardholder receives an OTP password via SMS. The password is one-time, which means that a new one will be delivered with each subsequent purchase. In this way, the risk for this type of transaction is minimized.

8.3. Proof of authenticity in execution of payment transactions

When Client disputes to have authorized an executed payment transaction or claims that the payment transaction was not correctly executed, the Bank will prove that the authentication of the payment transaction was carried out, that the payment transaction is accurately recorded and processed and that the execution of payment transactions is not affected by a technical failure or some other deficiency.

Authentication is a procedure that allows the Bank verification, using a specific payment instrument including verification of its personal security elements, in accordance with the Law. As proof of performed authentication shall be considered a record in a database of a successful / unsuccessful login in the internet banking system, in application log with data on date, time, IP address from which the application was made and a description of the activities and record on conducted payment orders in the database tables with information on the date, time, amount, actions by compartments (input, verification, other verification-authorization) and transaction account payments.

9. RESPONSIBILITY OF CLIENT / NON-CONSUMER FOR UNAUTHORIZED TRANSACTIONS

Client consumer is responsible for executed unauthorized payment transactions:

- 1) to the total amount of € 150 (one hundred and fifty euros), if the execution of unauthorized payment transactions is a result of lost or stolen payment instrument or misuse of that payment instrument occurred because the Client did not protect the personalized security elements of that payment instrument, and
- 2) in the full amount if acted fraudulently or not, intentionally or due to gross negligence, fulfilled one or more obligations under Part VI of these General Terms.

An exception to the last said, if the execution of payment transactions is a result of the use of a lost or stolen payment instrument or the consequence of a misuse of a payment instrument, Client is not liable for unauthorized payment transactions after having duly notified the Bank.

If Client fails to notify the Bank immediately after becoming aware of an executed unauthorized payment transaction, and no later than thirteen (13) months from the date of the charge, Client loses the right from this Part that rightfully belongs in the case of the execution of unauthorized payment transactions. Responsibility of Client-non-consumer for unauthorized transactions is regulated by the Agreement.

10. CLIENT'S CONSUMER / NON-CONSUMER RIGHTS IN CASE OF UNAUTHORIZED OR INCORRECTLY EXECUTED PAYMENT TRANSACTION

In the case of unauthorized payment transactions, wrongly executed payment transaction including delay of the execution, the Client has the right to require from the Bank correction of unauthorized payment transactions / orderly execution of payment transactions, i.e. interest or return of amount of incorrectly executed / unauthorized payment transactions in accordance with the law.

The client loses this right if on incorrect execution of payment transactions or on unauthorized payment transaction does not notify the Bank immediately after the discovery, and no later than thirteen (13) months from the date of charge, i.e. the date of approval of transaction accounts. The deadline of 13 (thirteen) months shall not apply if the Bank failed to provide or make available to Client information on that payment transaction in accordance with the law.

In this case Client may exercise the right referred to in paragraph 1 of this part of the General Terms in timeframe that is more than thirteen (13) months.

Client's-non-consumer rights for unauthorized transactions or wrongly executed payment transaction are regulated by the Agreement.

11. BANK'S RESPONSIBILITY FOR EXECUTION OF UNAUTHORIZED OR INCORRECTLY EXECUTED PAYMENT TRANSACTIONS

In the case of the execution of unauthorized or incorrectly executed payment transaction, the Bank is obliged to, at the Client's request for the return of amount of unauthorized payment transactions, return the amount of unauthorized payment transactions without delay, and in case of the execution of unauthorized payment transactions from transaction account is obliged to return the balance on transaction account in the balance prior to the execution of the payment transaction. The Bank is obliged to return to Client all fees charged in connection with the executed unauthorized or incorrectly executed payment transaction and pay accrued interest. In addition to the foregoing, in the case of the execution of unauthorized payment transactions, Client has the right to a difference up to full compensation for damages under the general rules on liability for damage.

12. BOOK ENTRIES / CORRECTION OF BOOK ENTRIES

The Bank is required to perform timely book entries of changes to transaction account in order that the Client, taking into account the exact state (balance) of account, could dispose of the funds in the account for payment. The Bank is authorized, when establish, to cancel any incorrect payment / withdrawal / transfer of funds (all non-cash payments). The Bank is authorized to independently make the necessary corrections, issue appropriate order and enforce changes on the payment account in order to properly display its balance.

On every such action taken of account settlement, the Bank is required to promptly notify the Client. The Bank shall not carry out the abovementioned corrections if the account has insufficient funds. This authorization in case of doubt has the characteristics and the legal effect of an issued standing order.

13. RIGHT TO SETTLEMENT

Bank under the Agreement with a User of payment services is authorized without the specific approval of the payer or court proceedings or any other proceedings - in order to collect its own due receivables based on activities related to payment accounts opened with the Bank (interest, fees, expenses), confiscates all necessary funds in these accounts transfers them to its account for the purpose of settlement.

The Bank has the right to, according to its choosing, collect from all or any of the payer's payment account, doing the conversion (conversion) of foreign and domestic currencies (currency) - if necessary, in order that is independently determined and using its own rates, unless otherwise agreed.

14. FEES AND EXPENSES

For issuing, maintenance and use of payment cards as a payment instrument, Client is obliged to duly pay fees to the Bank regulated by Bank's Tariffs, as well as possible the resulting extra expenses.

Fees and expenses are determined in EUR (euro) and settled in the time specified in the Bank's Tariffs.

The amounts of fees and expenses, the Bank can change unilaterally. Any such changes will be published and made available to the User of payment service in the business premises of the Bank.

The mentioned data of the amounts of fees and expenses the Bank will make available no earlier than 2 months before the entry into force, and on its website www.zapadbanka.me

15. CURRENCY AND RATES

For all transactions resulting from the use of payment cards, Client's transaction account shall be debited in EUR currency (euro). For conversion of foreign currency into currency EUR (euro), the Bank shall use exchange lists of the competent card's organizations, depending on the characteristics of the User of the payment services - for physical person (the consumer) or legal entity, when the user of payment services is – non-consumer, valid on the day of purchase / sale / conversion of currencies.

The course rate of the card's organizations under which the conversion of payment transactions has been carried out, resulting from payment card operations abroad where EUR/USD currencies as debit currency does not apply will be shown on the Client's transaction account as one of the details of the transaction.

16. COMMUNICATION - OBLIGATION OF INFORMING CLIENT

All information related to these General Terms and Bank's Tariffs, Client can receive in the Bank's premises or become aware of the same on the Bank's website, and in particular based on the personal request for the delivery of the same.

On the balance of the transaction account, denied or unexecuted orders, charges on this account, amount, exchange rate and other information of the payment transaction, the Bank is required to inform the Client in writing minimum once a month, through an excerpt, without charging fees for such a notice sent. The same information, through the excerpt, the Bank makes available to Clients through the provision of electronic banking services, if the Client uses this type of Bank's services. It is considered that excerpt of transaction account is duly served to Client by the Bank if it is delivered in the Bank's premises, i.e. if it is duly delivered by providing electronic banking services, email, or if it was duly sent to the address specified by the Client. Any later, in addition to regular monthly notification on Client's request, the Bank can provide to Client with a fee set in Bank's Tariffs.

17. AMENDMENTS TO THE GENERAL TERMS

The General Terms and Conditions may be amended in accordance with the Bank's procedure according to which they were adopted. The Bank is obliged to inform the Client about changes and / or amendments in one of the following ways:

- 1) in writing in the premises and / or organizational units (branch, branch office, counter, representative office abroad) of the Bank ("Bank premises")
- 2) by e-mail (e-mail address)
- 3) via E-banking (Electronic banking)
- 4) by referring to the Bank's website www.zapadbanka.me ("website"), no later than 2 (two) months before their application.

If the User of the payment services up to the day of the application of made changes and / or amendments to the General Terms does not declare in writing on them, it will be considered that he/she agrees with them and accepts them in full. In case of not acceptance of the proposed modification and / or amendments by the User of payment service, up to the date of its application he/she can terminate the Agreement without paying fees. In the event that the User of the payment service decides to terminate the Agreement in accordance with the above mentioned, he/she is obliged to, at the latest one (1) day preceding the day of application of changes and / or amendments to the General Terms, inform the Bank in writing of the termination of the Agreement.

18. EXTRAJUDICIAL PROCEDURES

If Client believes that the Bank does not comply with the provisions of the Agreement and / or these General Terms, he/she may refer the complaint to the Bank within thirty (30) days of learning of the incident / event itself. Complaint must be submitted in writing to the address of the Bank. The Bank shall, within seven (7) working days, and not later than 10 (ten) days of receiving the complaint, provide a response to the complaint to Client. Client and / or the Bank may submit a proposal for extra-judicial resolution of disputes in payment transactions to the Commission for the extrajudicial resolution of disputes in the payment system at the Association of Banks of Montenegro.

19. EXCLUSION OF LIABILITY

The responsibility of the Bank's inability to perform activities of issuance and use of card products in the case of objective disturbances is excluded. Objective difficulties are considered all events and / or actions that impede and / or prevent the performance of, and are caused by force majeure, war, riots, acts of terrorism, strikes, interruption of telecommunication connections, as well as all other events for which occurrence the Bank is not and can not be liable.

20. DATA TREATMENT

Data the Bank may come to in the course of its business operations and that relate to Clients, including information about his/her personality, as well as the balance of payments and transactions and changes in the Client's transaction account are banking i.e. business secret. The Bank, members of its bodies, employees and persons employed by the Bank will not disclose, submit or provide access to such information to third parties, except in cases stipulated by the applicable regulations. When collecting and processing personal data of the Client, the Bank is obliged to act in accordance with the law

governing the protection of personal data. The Bank may collect and process personal data for the purpose of carrying out the regular business of the Bank in relation to the establishment of contractual relations, and forwarding the same in accordance with the provisions of the Banking Law and the Law on prevention of money laundering and terrorist financing, as well as for the prevention, investigation or detection of fraudulent acts or abuses in the payment system.

21. FINAL PROVISIONS

Client is obliged to immediately, and no later than three (3) days from day of change occurrence, inform the Bank in written form of any changes of Client's personal data, data on authorized persons and other data relating to transaction account or a specific additional service, if the Agreement does not provide a different term. The Bank is not liable for damage to Client or a third party that might incur for violating this obligation.

These General Terms are available on the website and at Bank's premises.

By signing the Agreement, Client confirms to be informed with these General Terms that he/she was given enough time to get familiar with its contents and that is in full compliance with them.

For contractual relations and communication between the Bank and Client before and during the contractual relationship, the Montenegrin language is used, unless the Bank and Client agree otherwise.

These General Terms have been prepared in accordance with the applicable laws of Montenegro, which apply for their interpretation. All possible disputes between the Bank and the Client that could arise from the Framework Contract and these General Terms shall be settled by applying the law of Montenegro. In case of dispute, competent court is according to the Bank's headquarters.

For all that is not regulated by these General Terms, positive legal regulations, decisions and instructions of the competent authority, and acts of the Bank apply, with which the Client is informed before the conclusion of the Agreement, and that are available on the Bank's website: www.zapadbanka.me and at Bank premises.

These General Rules shall enter into force on the day of their adoption, and shall apply on March 1, 2023. On the day of application of these General Rules, the General Rules adopted on December 30, 2021. shall cease to be valid.