



**REGULATIONS ON GENERAL TERMS AND CONDITIONS  
FOR THE PROVISION OF PAYMENT SERVICES IN THE  
PUBLIC ENTERPRISE POST OF SERBIA, BELGRADE,  
AS WELL AS SPECIFIC SERVICES RELATED  
TO PAYMENT SERVICES**

## Article 1

Regulations on general terms for the provision of payment services in the Public Enterprise "Post of Serbia", Belgrade, as well as specific services related to payment services (hereinafter: General Terms) regulate the manner and conditions under which the Public Enterprise "Post of Serbia", Belgrade provides payment services, including specific services related to payment services, payment order as payment instruction, fees and charges related to the provision of payment services, business secrets, protection of personal data and information regarding the provision of payment services, filing complaints, dispute resolution, as well as other issues related to the provision of payment services, in order to provide information to payment service users in a clear and easily understandable manner.

## Meaning of certain Terms and Expressions

### Article 2

**Terminology** used in General Terms has the following meaning:

- 1) **The Post** – PE Post of Serbia, Belgrade, registered with the Serbian Business Registers Agency under the number 07461429, located in Belgrade, Takovska St. No. 2; is a provider of payment services according to the Law governing payment services;
- 2) **Post Office** – a unit of the postal network;
- 3) **Payment Transaction** - means the payment, transfer or withdrawal of funds initiated by the customer, and is performed regardless of the legal relationship between the customer and the payee;
- 4) **Payment Order** - instruction that the customer provides to the Post requesting the execution of a payment transaction for the service of money transfer to a payment account by means of transfer of approval, which the Post performs in its own name and for its own account;
- 5) **Single Payment Transaction** - means any payment transaction by the customer, which is not covered by the framework agreement;
- 6) **Framework Agreement** – agreement on payment services which governs the executions of future single payment transactions;
- 7) **Payment Account** - account used for the execution of payment transactions, operated by the provider of payment services for one or more payment services customers;
- 8) **Customer** - a natural or legal person who uses or has used a payment service in the capacity of a payer and/or payee or has addressed the Post for the purpose of using these services;
- 9) **Payee** - natural or legal entity which is designated as the recipient of funds which are the subject of the payment transaction;
- 10) **Unique Identification Mark** - a combination of letters, numbers and/or symbols assigned by the Post to a payment service user and which is stated in the payment transaction for the purpose of clear identification of that user and/or payee;
- 11) **Payment of Takings** - a payment order that the Post receives from the customer as a single payment transaction either on the basis of a framework agreement or on the basis of a business cooperation agreement with banks;
- 12) **Cash** – banknotes and coins;
- 13) **Fee** – price for the service defined by the Price List of the Post;
- 14) **Post Office Employee** – employee of the Post who provides payment services and gives information to the users of payment services;
- 15) **Time Schedule Plan** – plan of receipt and execution of payment transactions is a special act of the Post which defines time limits for the execution of services of money transfer to payment account by means of transfer of approval;
- 16) **PSB** – Postal Savings Bank, Belgrade

## II PAYMENT SERVICES PROVIDED BY THE POST

### Article 3

In accordance with the regulations governing the field of payment services, the Post, as a payment service provider, provides:

- 1) payment services in their own name and for their own account,
- 2) payment services in the name and for the account of PSB,
- 3) payment services in the capacity of a representative of a payment institution

### **Payment services provided by the Post in its own name and for its own account**

### Article 4

Payment services provided by the Post in its own name and for its own account are:

- 1) services of money transfer to the payment account by means of transfer of approval and
- 2) money order execution services.

The services referred to in paragraph 1, item 1) of this Article includes:

- payments to current accounts
- payment of bills, fees, taxes, charges, payment of takings, etc.
- e-recharge services.

The Post may agree with the payee as the issuer of the invoice on a special method of receiving the original invoices from the customer, which implies a more favourable execution time limit, which is more closely determined by the Time Schedule Plan.

*E-recharge* services are cash payment services performed under a contract with the payee, where a number (or a combination of letters and numbers) is used as a unique identification mark, which is the basis for payment in post offices, and in which case the payee is informed on payment no later than ten minutes after receipt of the order in the post office.

The services referred to in paragraph 2, indent two of this Article include:

- *PostFin Payment* - payment of an Internet order, in which case the customer receives a *PostFin* number related to his order when making a purchase on the website and provides it to the post office employee when making a payment, so that information on the *PostFin* payment is electronically delivered to the payee,
- Credit recharge payment for customers of mobile telephony operators.

The Post provides the service referred to in paragraph 1, item 2) of this Article in its own name and for its own account, in cooperation with *MoneyGram Payment Systems* (hereinafter: *MoneyGram*), on the basis of an appropriate contract i.e. license to use the *MoneyGram*® brand for the purpose of sending and receiving money to/from abroad..

The general conditions governing the provision of the *MoneyGram* money order service with the Post are available at the post office counters and on the corporate website of the Post ([www.posta.rs](http://www.posta.rs)).

### **Payment services provided by the Post in the name and on behalf of PSB**

### Article 5

Payment services provided by the Post in the name and on behalf of PSB are as follows:

- 1) cash payments to current accounts of PSB clients and
- 2) cash payments to the debit of current accounts of PSB clients.

For the services referred to in paragraph 1 of this Article, the Post does not charge a commission from the customer.

Forms for services referred to in paragraph 1 of this Article shall be prescribed by the PSB and shall be available to customers at the post offices.

The service referred to in paragraph 1, item 2) of this Article is considered to be the withdrawal of cash at POS terminals and ATMs of the Post for PSB clients and for clients of other

banks, through the network of POS terminals and PSB ATMs.

For the services referred to in paragraph 1 of this Article, the Post does not charge a commission from the customer.

The card issuing bank may, in accordance with its tariff, charge a commission from the customer for cash withdrawals at POS terminals and ATMs of the Post.

### **Payment services provided by the Post in the capacity of a representative of a payment institution**

#### **Article 6**

The Post provides the service of execution of a *Western Union* money order in the capacity of a representative of the payment institution *Tenfore d.o.o. Belgrade*, based on the Decision of the National Bank of Serbia No. 7482 of October 8, 2015.

Tenfore d.o.o. Belgrade is a payment institution in accordance with the license of the National Bank of Serbia, i.e. Decision No. 83 of September 28, 2015.

The conditions for providing the service referred to in paragraph 1 of this Article shall be adopted by the payment institution Tenfore d.o.o. Belgrade and are available in all post offices and on the corporate website of the Post.

### **III SPECIFIC SERVICES PROVIDED BY THE POST THAT ARE RELATED TO PAYMENT SERVICES**

#### **Article 7**

In accordance with the regulations governing the field of payment services, the Post provides specific services related to payment services.

The specific services of the Post referred to in paragraph 1 of this Article include cash payments to end users who do not have an open bank account, and these are:

- 1) pension payment services,
- 2) social benefits payment services (social security, disability and veteran benefits).

The services referred to in paragraph 2 of this Article are provided by the Post together with PSB, on the basis of cooperation agreement, in the name and on behalf of the Republic Fund for Pension and Disability Insurance (pensions), or the competent ministry (social benefits).

For the services referred to in paragraph 2, item 1) of this Article, the Post shall charge a fee determined by the Price List of the Post, in the price item for payment by payment order at the address.

For the services referred to in paragraph 2, item 2) of this Article, the Post shall not charge a fee from the customer.

During the payments referred to in paragraph 2 of this Article, the Post shall perform the identification of the customer-private entity.

### **IV PAYMENT ORDER Payment Order Elements**

#### **Article 8**

The elements of the payment order are determined by the Decision of the National Bank of Serbia.

The payment order contains the elements necessary for its execution, and the Post may, in addition to these elements, determine additional elements of payment orders.

Preliminary information on the payment order is contained in the General Terms and Conditions, the Time Schedule Plan and the Price List of the Post, as follows:

- data on the unique identification mark or other data that the customer is obliged to provide for the proper execution of the payment order,
- time limit for execution of the payment order,

- type and amount of all fees charged by the Post to the customer.

## **Receipt of the Payment Order**

### **Article 9**

The Post receives and processes the payment order if the following conditions are met:

- the payment order contains the elements necessary for its execution,
- the payment order is filled in legibly and completely (without corrections),
- there are no legal obstacles to the execution of the payment order,
- the customer has provided funds for the payment of the payment order and the fees

charged by the Post in accordance with the Price List of the Post.

The customer can submit a payment order to the Post in paper form, at the counter of any post office.

The Post executes payment transactions upon receipt of the payment order, in accordance with the Time Schedule Plan, if the conditions from this Article are met.

The Post receives payment orders every working day, in accordance with the working hours of the post office.

The customer is responsible for the accuracy and completeness of the data on the payment order, regardless of whether the payment order was filled in with the assistance of a post office employee or without his help.

## **The Moment of Receiving the Payment Order**

### **Article 10**

The moment of receiving the payment order is the moment when the Post receives the payment order directly from the customer and records the data from the order by entering it in the unique information system of the Post.

The time of the receipt is recorded on the copy of the payment order which is given to the customer.

## **Consent for the Execution of the Payment Order**

### **Article 11**

It is considered that the customer has given consent (authorization) for the execution of the payment order by submitting the payment order to the Post, with the simultaneous handing over of the cash amount required for the execution of the payment order.

Exceptionally, if the post office employee has registered the payment order in the information system of the Post on the basis of data communicated or presented to him in another way, that payment order is printed and given to the user for signature, which is considered consent to payment order execution.

## **Payment Order Execution**

### **Article 12**

The Post executes the received payment orders in accordance with the published Time Schedule Plan.

The Post may refuse the execution of a payment order if all the conditions for its execution are not met.

The Post will inform the customer immediately after receiving the payment order about the refusal to execute the payment order, as well as about the reasons for the refusal and the procedure for eliminating errors that were the cause of the refusal, except in cases when such notification is prohibited by other regulations.

If the execution of the payment order is refused, it is considered that it has not been received.

## **Revocation of the Payment Order**

### **Article 13**

The customer can revoke the payment order at any moment prior to irrevocability of the order coming into force, by submitting a request for the revocation of the payment order.

The customer submits the request for revocation in the post office, in writing.

The irrevocability comes into force when the Post forwards the order to the business banks, for execution.

### **Liability for unauthorized, unexecuted or incorrectly executed payment transactions**

#### **Article 14**

An unauthorized payment transaction is a transaction for the execution of which there is no consent of the customer, given in accordance with the General Terms and Conditions.

If the Post is responsible for the execution of an unauthorized payment transaction, it is obliged, immediately upon learning, to refund the amount of that payment transaction to the customer, as well as to refund the amount of all fees charged to the customer, including interest.

If the Post is responsible for non-executed or incorrectly executed payment transactions, it is obliged, immediately upon learning, to act in accordance with paragraph 2 of this Article, unless the customer has requested the correct execution of the payment transaction.

The Post is not obliged to refund the amount of unauthorized, unexecuted or incorrectly executed payment transactions and calculated fees in the following cases:

- if the execution, non-execution or incorrect execution of the payment transaction is a consequence of force majeure which prevented the fulfilment of the obligations of the Post or if this is determined by another law,
- if the execution of the payment transaction is a consequence of customer fraud,
- if the non-execution and/or incorrect execution is a consequence of an incorrect payment order payment instruction,
- if the customer has not immediately upon learning about that payment transaction, and no later than within 13 months from the day of debiting, informed the Post about the unapproved, non-executed or incorrectly executed payment transaction.

## **V FEES AND CHARGES**

### **Article 15**

The Post charges the customer a fee for the provision of payment services determined by the Price List of the Post.

An excerpt from the Price List of the Post - payment services, given in Annex 1 and an excerpt from the Price List of the Post - specific services of the Post related to payment services, given in Annex 2 are an integral part of the General Terms and Conditions.

The Director of the Business Function of the Post in charge of services issues an Overview of fees for the service of money transfer to the payment accounts by means of transfer of approval, which the Post performs in its own name and for its own account, and which contains information on fees charged by the Post from payment service users.

The Overview of fees is available to customers in post offices and on the corporate website of the Post ([www.posta.rs](http://www.posta.rs)).

## **VI TRADE SECRET, PERSONAL DATA PROTECTION AND INFORMATION**

## **Trade Secret**

### **Article 16**

The Post, i.e. post office employees, may not communicate or deliver to third parties, nor provide them with access to data obtained during the course of business operations, which relate to the customer, including his personal data and transaction data.

Notwithstanding paragraph 1 of this Article, the Post may submit data that are considered a trade secret to the competent authorities and other institutions in accordance with the law.

## **Personal Data Protection**

### **Article 17**

The Post is obliged to act in accordance with the regulations governing the protection of personal data when collecting and processing personal data.

The Post may collect and process the data referred to in paragraph 1 of this Article for the purpose of preventing, investigating or detecting fraudulent acts or abuses related to payment services.

## **Information**

### **Article 18**

The information that the Post is obliged to make easily accessible to the customer before providing the payment service is contained in these General Terms and Conditions, Time Schedule Plan, Price List of the Post and the Overview of Fees, which are available in printed form in post offices and electronically on the corporate website of the Post of Serbia, at: [www.posta.rs](http://www.posta.rs).

Immediately upon receiving the payment order, the customer is given the following information about the payment order:

- reference mark that enables identification of the payment order,
- amount of payment order,
- amount of the fee for each individual transaction,
- date and time of receipt of the payment order.

After receiving the order, the post office employee shall issue the customer a copy of the registered payment order with the information referred to in paragraph 2 of this Article.

### **Article 19**

The customer has the right to request a copy of the General Terms and Conditions in paper form or on another permanent data carrier available to the post office.

By submitting a payment order at the post office, the customer confirms that he has previously been acquainted with the acts referred to in Article 18, paragraph 1 of the General Terms and Conditions, and that he agrees with and accepts them in full.

## **VII FILING COMPLAINTS**

### **Article 20**

The customer has the right to file a complaint if he considers that the Post does not act in accordance with the regulations governing the provision of payment services, if it does not comply with business conditions, good business practices related to services, as well as obligations under the contract concluded with the customer and general acts of the Post that regulate the area of payment services.

The Customer can file a complaint to the Post regarding the provision of certain payment services or the execution of a payment order.

The complaint can be submitted to the following e-mail address:

[brigaokorisnicima@posta.rs](mailto:brigaokorisnicima@posta.rs), via the corporate website of the PE Post of Serbia [www.posta.rs](http://www.posta.rs), in written form at any post office or by mail to the following address: PE Post of Serbia, Belgrade, Services Function, 2 Takovska St., 11000 Belgrade, PAK 135403.

The Post will also consider complaints filed through the registered e-mail address ([posta.rs@posta.rs](mailto:posta.rs@posta.rs)).

The Post is not obliged to consider verbal complaints.

The complaint has to contain customer data from which the relationship with the Post, reasons behind filing the complaint, as well as evidence (documents) that indicate the basis of the complaint can be unambiguously determined.

If the provided description of events/situations and/or evidence is incomplete, the Post may require that a client completes their complaint.

The customer has the right to file a complaint within 3 (three) years from the date when a violation of his rights or legal interests was made.

The Post is not obliged to consider complaints that have been submitted after the deadline referred to in Paragraph 8 of this Article.

The Post will inform the customer in writing about the merits of the complaint, as well as about the measures and actions it undertakes, within 15 days from the day of receiving the complaint, and if for objective reasons the Post is not able to respond within the prescribed deadline, the deadline may be extended for a maximum of 15 more days, of which it is obliged to inform the complainant in writing.

The Post does not charge a fee or any other expenses for acting on the complaint.

Complaints submitted electronically, outside the established working hours of the competent organizational part of the Post (working hours: Monday - Friday, from 7.30 to 15.30), will be considered received on the first following working day, of which the complainant will be notified electronically, to the e-mail address provided when filing the complaint.

If the customer files a complaint to the payment services provided by the Post in the name and on behalf of banks or payment institutions, the complaint shall be resolved and the answer shall be sent to the customer by that bank or payment institution.

## **VIII DISPUTE SETTLEMENT**

### **Article 21**

The Law of the Republic of Serbia applies to established business relations, mutual rights and obligations of customers and the Post.

For settlement of any disputes arising from the business relations between the customer and the Post, the competent court, according to the location of the Post, shall have local jurisdiction, unless otherwise agreed or if there is no exclusive jurisdiction of some other court or competent body.

## **IX FINAL PROVISIONS**

### **Article 22**

With the entry into force of these General Terms and Conditions, the Regulations on General Terms for the Execution of Single Payment Transactions in the Public Enterprise "Post of Serbia", Belgrade ("Official PTT Gazette", Nos. 1108/17, 1129/17, 1143/17, 1150 / 17, 1213/18 and 1254/19).

### **Article 23**

These General Terms and Conditions shall enter into force on the eighth day from the day of their publication in the "Official PTT Gazette".



## **EXCERPT FROM THE PRICE LIST OF THE POST – PAYMENT SERVICES**

### **1. Payment services provided by the Post in its own name and for its own account**

1.1. Payments to current accounts (contractual payments excluded):

- for payment amounts up to 4,500.00 RSD ..... 45.00 RSD,
- for payment amounts over 4,500.00 up to 500,000.00 RSD ..... 1% of the payment amount,
- for payment amounts over 500,000.00 up to 1,250,000.00 RSD..... 5,000.00 RSD,
- for payment amount over 1,250,000.00 RSD ..... 0.4% of the payment amount.

For payment services provided by the Post in its own name and for its own account, the Price List referred to in item 1.1 shall apply. - Payments to current accounts (contractual payments excluded), except for payments to the current accounts of business partners listed in the Overview of Fees for the service of money transfer to the payment account by means of transfer of approval.

1.2. Request for the issuance of additional payment confirmation ..... 35.00 RSD.

#### 1.3. Money Order Execution

The Price List of the *MoneyGram* international money order service is available at post offices and on the corporate website of the Post ([www.posta.rs](http://www.posta.rs)).

### 2. Payment services provided by the Post as a representative of the payment institution

The Price List of the *Western Union* money order service, provided by the payment institution Tenfore d.o.o Belgrade, is available in the post offices and on the corporate website of the Post ([www.posta.rs](http://www.posta.rs)).

### 3. Payment services provided by the Post in the name and on behalf of PSB:

- 3.1. cash payments to current accounts of PSB clients, free of charge
- 3.2. cash payments to the debit of current accounts of PSB clients, free of charge,
- 3.3. preparation of an extraordinary report on the balance on the current account of the PSB client ..... 30.00 RSD.

## **Annex 2**

### **EXCERPT FROM THE PRICE LIST OF THE POST – SPECIFIC SERVICES PROVIDED BY THE POST THAT ARE RELATED TO PAYMENT SERVICES**

#### **Specific services of the Post related to payment services**

##### 1. Pension payments.

Order for payment at the address (contractual payments excluded)...1.4% of the payment amount.

##### 2. Social benefits payments (social security, disability and veteran benefits)

Order for payment at the address (contractual payments excluded).....free of charge.