

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

**I. BASIC PROVISIONS**

**Article 1**

The Regulation on the General Conditions for the Provision of Payment Services in the Public Enterprise "Post of Serbia", Belgrade, as well as Specific Services related to Payment Services (hereinafter referred to as: General Conditions) regulates 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 a payment instruction, fees and costs related to the provision of payment services, trade secrets, protection of personal data and information related to the provision of payment services, submission of complaints, settlement of disputes, as well as other issues related to the provision of payment services, in order to provide information to users of payment services in a clear and easy-to-understand manner.

**Meaning of certain terms and expressions**

**Article 2**

Certain terms used in the General Conditions have the following meanings:

- 1) Post - Public Enterprise "Post of Serbia", Belgrade, registered with the Serbian Business Registers Agency under the registration number: 07461429, with headquarters in Belgrade, Takovska no. 2, is a provider of payment services in accordance with the law regulating payment services;
- 2) post office - postal network unit;
- 3) payment transaction - means the payment, transfer or withdrawal of funds initiated by the user, which is carried out regardless of the legal relationship between the user and the payee;
- 4) payment order - user's instruction to the Post requesting the execution of a payment transaction for the service of transferring funds to a payment account by transfer of approval, which the Post carries out in its own name and for its own account;
- 5) single payment transaction - means any payment transaction by the user, which is not covered by the framework agreement;
- 6) framework agreement - an agreement on payment services that regulates the execution of future individual payment transactions;
- 7) payment account - an account used to execute payment transactions, which is managed by a payment service provider for one or more payment service users;

8) user - a natural person or legal entity who uses or has used a payment service in the capacity of payer and/or payee, or has approached the Post for the purpose of using those services;

9) payee - a natural person or legal entity designated as the recipient of funds that are the subject of a payment transaction;

10) unique identification mark - a combination of letters, numbers and/or symbols assigned by the Post to the user of payment services and which is specified in the payment transaction in order to clearly identify that user and/or payee;

11) payment of takings - a payment order that the Post receives from the user as a single payment transaction or on the basis of a framework agreement or on the basis of a contract on business cooperation with banks;

12) cash - banknotes and coins;

13) fee - the price for the service defined in the Price List of the Post;

14) post office employee - an employee of the post office who provides payment services and provides information to users of payment services;

15) Term plan - the plan for the receipt and execution of payment transactions is a special act of the Post which defines the time limits for the execution of the services of transfer of funds to the payment account by transfer of approval;

16) PSB – Postal Savings Bank, Jsc, Belgrade;

17) TENFORE - TENFORE LLC BELGRADE ELECTRONIC MONEY INSTITUTION.

## **II. PAYMENT SERVICES PROVIDED BY THE POST**

### **Article 3**

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

- 1) payment services in its own name and for its own account,
- 2) payment services in the name and for the account of PSB and
- 3) payment services as a representative of an electronic money 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 as follows:

- 1) services of transfer of funds to a payment account by transfer of approval
- 2) services of execution of money transfer.

The services referred to in Paragraph 1 Point 1) of this Article include:

- payments to current accounts - payments of bills, fees, taxes, charges, payment of takings, COD amounts, etc.,
- *E-credit* services.

The Post can agree with the recipient of payment as the invoice issuer on a special method of receiving original invoices from the user, which implies a more favourable term of execution, which is more closely determined by the Term Plan.

*E-credit* 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 identifier, which is the basis for payment at the post office, and in which case information about the payment is available to the payee no later than ten minutes after receiving the order at the post office.

The services referred to in Paragraph 2, Indent two of this Article include:

- *PostFin* payment - payment of an online order, in which case the user receives a *PostFin* number related to their order when making a purchase online and communicates the number at the post office during payment, so that the information about the *PostFin* payment is delivered electronically to the payee,
- payments to top up the user's credit at the mobile phone operator.

The services referred to in Paragraph 1 Point 2) of this Article are provided by the Post in its own name and for its own account, in cooperation with the following companies: *MoneyGram Payment Systems* (hereinafter referred to as: *MoneyGram*) and *CONTINENTAL EXCHANGE SOLUTIONS, INC. RIA Financial Services* (hereinafter referred to as: *RIA*), and on the basis of appropriate contracts, i.e. permits to use the *MoneyGram* and *RIA* brands, for the purpose of sending and receiving funds to/from abroad.

The General Conditions governing the provision of *MoneyGram* and *RIA* money order services at the Post are available at the post office counters and on the Post's website ([www.posta.rs](http://www.posta.rs)).

## **Payment services provided by the Post on behalf of and for the account of PSB**

### **Article 5**

Payment services provided by Post on behalf of and for the account of PSB are as follows:

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

Forms for services referred to in Paragraph 1 of this Article are prescribed by PSB and are available to users at post offices.

The service referred to in Paragraph 1, Point 2) of this Article is considered to be the withdrawal of cash at POS terminals and ATMs of the Post for clients of PSB and for clients of other banks, through the network of POS terminals and ATMs.

For services referred to in paras. 1 and 3 of this Article, the Post does not collect a commission from the user.

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

## **Payment services that the Post provides as a representative of the electronic money institution**

### **Article 6**

The Post provides the service of executing a *Western Union* money transfer as an agent of TENFORE.

The conditions for providing the service referred to in Paragraph 1 of this Article are adopted by TENFORE, and are available in the post offices that provide the service, as well as on the Post's website.

## **III. SPECIFIC SERVICES OF 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 withdrawal to end users who do not have an account with a bank, namely:

- 1) pension disbursement services,
- 2) social benefits disbursement services (benefits from social and disability-veteran protection).

The services referred to in Paragraph 2 of this Article are provided by the Post together with PSB, on the basis of agreed cooperation, in the name and for the account of the Pension and Disability Insurance Fund of the Republic of Serbia (pensions), i.e. of the competent ministry (social benefits).

For the services referred to in Paragraph 2, Point 1) of this Article, the Post charges a fee that is determined by the Price List of the Post, in the price item for disbursement by disbursement order to the address.

For the services referred to in Paragraph 2, Point 2) of this Article, the Post does not charge a fee from the user.

When making disbursements referred to in Paragraph 2 of this Article, the Post performs identification of users-natural persons.

## **IV. PAYMENT ORDER**

### **Elements of a payment order**

#### **Article 8**

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

A payment order contains elements that are necessary for its execution, and the Post can, in addition to those elements, determine additional elements of payment orders.

Previous information about the payment order is contained in the General Conditions, Term Plan and Price List of the Post, namely:

- information on the unique identification mark or other data that the user is required to provide for the proper execution of the payment order,
- time limit for payment order execution and
- the type and amount of all fees charged by the Post to the user.

### **Receipt of a payment order**

#### **Article 9**

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

- the payment order contains elements that are necessary for its execution,
- the payment order is filled out legibly and completely (without corrections),
- there are no legal obstacles to the execution of a payment order,
- the user 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 user can submit the 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 Term Plan, if the conditions from this Article are met.

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

The user is responsible for the accuracy and completeness of the data on the payment order, regardless of whether the payment order was filled out with or without the help of an employee at the post office.

## **The moment of receipt of the payment order**

### **Article 10**

A payment order is considered received at the moment when the Post, after immediate receipt from the user, records it by entering data from the payment order into the Post's unique information system.

The time of receipt of the payment order is recorded on the copy of the payment order that is given to the user.

## **Consent for payment order execution**

### **Article 11**

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

If the post office employee recorded the payment order in the information system of the Post based on the data that the user communicated to them or presented in another way, that payment order is printed and given to the user for signature. The signing of the payment order by the user is considered as giving consent to its execution.

Exceptionally, it is considered that by handing over funds to the post office employee in the amount of the COD amount and confirming the delivery of the postal item, the user (recipient of the postal item) has given consent to the execution of the payment order.

## **Execution of payment order**

### **Article 12**

The Post executes received payment orders in accordance with the Term Plan.

As an exception to Paragraph 1 of this Article, the Post executes payment orders immediately upon receipt (hereinafter referred to as: immediate execution) in accordance with the regulations governing the general rules for the execution of instant transfers of approval.

Payment orders to the accounts listed in the Overview of Fees referred to in Article 15 of this Regulation are, as a rule, executed immediately, unless the user requests otherwise.

The user can explicitly request immediate execution of payment orders (with the exception of payments of takings, payments of the COD amount and payments based on original invoices under special agreements with the invoice issuer).

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

The Post will notify the user of the refusal to execute the payment order, as well as the reasons for the refusal and the procedure for correcting the errors that were the cause of the refusal, immediately upon receiving the payment order, except in cases where such notification is prohibited based on other regulations.

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

### **Payment order revocation**

#### **Article 13**

The user can revoke the payment order at any time before the irrevocability of the payment order occurs, by submitting a request for revocation of the payment.

The user submits a request for revocation at the post office, in writing.

Irrevocability occurs when the Post forwards the order to commercial banks for execution.

### **Liability for unapproved, unexecuted or improperly executed payment transactions**

#### **Article 14**

An unapproved payment transaction is a transaction for the execution of which there is no consent of the user, given in accordance with the General Conditions.

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

If the Post is responsible for unexecuted or improperly executed payment transactions, it is obliged to act in accordance with Paragraph 2 of this Article immediately upon learning, unless the user requested the correct execution of the payment transaction.

The Post is not obliged to refund the amount of an unapproved, unexecuted or improperly executed payment transaction and the calculated fee in the following cases:

- if the execution, non-execution or improper execution of the payment transaction is the result of force majeure that 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 the result of the user's fraud,

- if non-execution and/or improper execution is the result of a wrong payment instruction on the payment order and

- if the user did not immediately upon learning about that payment transaction, and no later than within 13 months from the date of debiting, notify the Post about the unapproved, unexecuted or improperly executed payment transaction.

## **V. FEES AND COSTS**

### **Article 15**

The Post charges the user a fee for providing payment services, which is determined by the Post's Price List.

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

The Overview of Fees for the service of transferring funds to a payment account by transfer of approval (hereinafter referred to as: Overview of Fees), which the Post performs on its own behalf and for its own account, contains information about the fees that the Post charges from users of payment services.

The Overview of Fees is available to users at post offices and on the Post's website ([www.posta.rs](http://www.posta.rs)).

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

### **Trade secret**

#### **Article 16**

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

As an exception to Paragraph 1 of this Article, the Post may submit information that is considered a trade secret to competent authorities and other institutions in accordance with the law.

### **Personal data protection**

#### **Article 17**

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



The Post may collect and process data referred to in Paragraph 1 of this Article for the purpose of preventing, investigating or detecting fraudulent actions or abuses in connection with payment services.

## **Informing**

### **Article 18**

The information that the Post is obliged to make easily available to the user before providing the payment service is contained in the General Conditions, the Term Plan, the Post's Price List and the Overview of Fees, which are available in printed form at post offices and in electronic form on the Post's website [www.posta.rs](http://www.posta.rs).

Immediately after receiving the payment order, the user is given the following information:

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

After receiving the order, the post office employee issues to the user a copy of the recorded payment order with the information referred to in Paragraph 2 of this Article.

### **Article 19**

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

By handing over the payment order to the post office, the user confirms that, before handing over the payment order to the Post, they became familiar with the acts referred to in Article 18, Paragraph 1 of the General Conditions, as well as that they agree with them and fully accept them.

## **VII. SUBMITTING COMPLAINTS**

### **Article 20**

The user has the right to submit a complaint if they believe that the Post does not act in accordance with the regulations governing the provision of payment services, if it does not comply with the conditions of business operations, good business practices related to services, as well as the obligations from the contract concluded with the user and the general acts of the Post that govern the field of payment services.



The user can submit a complaint to the Post regarding the provision of a specific payment service, i.e. the execution of an order.

Complaints can be submitted to the following e-mail address [brigaokorisnicima@posta.rs](mailto:brigaokorisnicima@posta.rs), via the Post's website [www.posta.rs](http://www.posta.rs), in writing at any post office or by mail to the address of the Post's headquarters: Public Enterprise "Post of Serbia", Belgrade, Takovska 2, 11000 Belgrade, PAK 135403.

The Post will also consider complaints submitted through the e-mail address registered for the receipt of e-mails ([posta.rs@posta.rs](mailto:posta.rs@posta.rs)).

The Post has no obligation to consider a verbal complaint.

The complaint must contain the user's data from which the relationship with the Post can undoubtedly be determined, as well as the reasons for submitting the complaint and the evidence (documents) that indicate the basis for the complaint.

If the submitted description of the event/situation and/or the evidence is incomplete, the Post can ask the user to complete the complaint.

The user has the right to file a complaint within 3 (three) years from the day when their right or legal interest was violated.

The Post has no obligation to consider objections submitted after the expiration of the time limit referred to in Paragraph 8 of this Article.

The Post will inform the user of the merits of the complaint, as well as the measures and actions it shall undertake, in writing within 15 (fifteen) days from the day of receipt of the complaint, and if for objective reasons the Post is unable to respond within the prescribed period, the time limit may be extended by a maximum of 15 (fifteen) days, of which it is obliged to inform the complainant in writing.

The Post does not charge a fee or any other costs for processing a complaint.

Complaints submitted electronically, outside the established working hours of the competent organizational part of the Post (working hours: Monday - Friday, from 7:30 a.m. to 3:30 p.m.), 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 submitting the complaint.

If the user submits a complaint about the payment services that the Post provides on behalf of and for the account of banks or payment institutions, the complaint is resolved and the response is sent to the user by that bank or payment institution.



## **VIII. DISPUTE RESOLUTION**

### **Article 21**

The law of the Republic of Serbia applies to established business relationships, mutual rights and obligations of users and the Post.

In addition to the court of general local jurisdiction, the court in the area of which the user resides is also competent to resolve possible disputes arising from the relationship between the user and the Post.

## **IX. FINAL PROVISIONS**

### **Article 22**

With the entry into force of these General Conditions, the Regulation on the General Conditions for the Provision of Payment Services in the Public Enterprise "Post of Serbia", Belgrade, as well as Specific Services related to Payment Services ("Official PTT-Gazette", nos. 1293/19, 1343/20, 1375/21, 1381/21, 1588/23 and 1663/23) ceases to be valid.

### **Article 23**

This Regulation shall enter into force on March 22, 2025.

**Annex 1****EXCERPT FROM THE POST'S PRICE LIST - PAYMENT SERVICES****Payment services provided by the Post in its own name and for its own account**

1. Transfer of funds to a payment account by transfer of approval (cash payments: payment of bills, fees, taxes, charges, payments of takings, *E-credits*, *PostFin* payments, etc.):

- for payment amount up to 6,000.00 RSD – 60.00 RSD,
- for payment amount over 6,000.00 up to 500,000.00 RSD - 1% of the payment amount,
- for payment amount 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.

The transfer of funds to a payment account by transfer of approval, for payments under the contract, is defined in the Overview of Fees for the service of transferring funds to a payment account - by transfer of approval.

1.1. Manner of executing "urgent" orders:

- Transfer of funds to the payment account by transfer of approval - cash payments via payment orders (except payments of takings, payments of COD amounts and payments based on original invoices under special agreements with the invoice issuer):

- for payment amount up to 6,000.00 RSD – 95.00 RSD
- for payment amount over 6,000.00- 300,000.00 RSD – 95.00 RSD + 1% of the payment amount
- Payments to the accounts of recipients of funds that are defined in the Overview of Fees for the service of transferring funds to a payment account by transfer of approval - free of charge.

1.2. Transfer of funds to the payment account by transfer of approval - cash payment of COD amount, which is an integral part of the COD postal item service (except for payments under the contract):

- for payment amount up to 5,000.00 RSD – 50.00 RSD
- for payment amount over 5,000.00 RSD - 1% of the payment amount.

2. Request for issuing a subsequent confirmation of payment - 35.00 RSD
3. Request for revocation of payment – free of charge
4. Execution of money order

The price list for international money order services *MoneyGram* and *RIA* is available in post offices and on the Post's website ([www.posta.rs](http://www.posta.rs)).

## **Payment services provided by the Post as a representative of the electronic money institution**

The price list for the *Western Union* money transfer service, provided by TENFORE LLC BELGRADE, ELECTRONIC MONEY INSTITUTION, is available in post offices and on the Post's website ([www.posta.rs](http://www.posta.rs)).

### **Payment services provided by the Post on behalf of and for the account of PSB:**

1. cash payments to current accounts of PSB clients\* - free of charge,
2. withdrawal of cash from the current accounts of PSB clients\* - free of charge,
3. withdrawal of cash via POS terminals and Post's ATMs - free of charge.

\* payment/withdrawal made exclusively through a dedicated form

## **Annex 2**

### **EXTRACT FROM THE POST'S PRICE LIST - SPECIFIC POSTAL SERVICES RELATED TO PAYMENT SERVICES**

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

1. Disbursement of pension.
  - Disbursement by disbursement order to the address - 1.4% of the payment amount and
2. Disbursement of social benefits (benefits from social and disability - veterans protection).
  - Disbursement by disbursement order to the address - free of charge.

For services referred to in points 1 and 2 of this extract, the user can submit:

- Request for issuing a photocopy of the payment order for the payment to the address - free of charge
- Request for resending a payment order for the payment to the address - free of charge