

MASTERCARD PREMIUM GIFT CARD

GENERAL CONDITIONS OF USE



HP HIPOTEKARNA
BP BANKA
Vama posvećena

Call Centar 19905
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MASTERCARD PREMIUM GIFT CARD

GENERAL CONDITIONS OF USE



I INTRODUCTION

1. By way of these General Conditions of Use, Hipotekarna banka AD Podgorica (hereinafter referred to as “the Bank”) sets out the terms and conditions governing the use of MasterCard Premium Gift Card (hereinafter referred to as “the Card”).

These General Conditions of Use are displayed at a prominent place in each of the organisational units of the Bank and are available at the Bank’s website, www.hipotekarnabanka.com, as well as at all points of sale/activation of the Card.

2. The Bank is the issuer and the owner of the Card. The details of the Bank are as follows:
 - » Business name - Hipotekarna banka AD Podgorica;
 - » Principal place of business - Josipa Broza 67, 81000 Podgorica, Montenegro;
 - » Registration number with the Central Register of Commercial Entities - 40004632;
 - » Company number - 02085020;
 - » Tax Identification Number - 02085020;
 - » BIC/SWIFT - HBBAMEPG;
 - » E-mail: info@hb.co.me;
 - » Telephone + 382 20 219 905; 19905.
 - » Internet page - www.hipotekarnabanka.com
 - » The supervisory authority is the Central Bank of Montenegro, which performs supervision of banks in accordance with the regulations governing establishment and operations of banks.
3. To be eligible for the Card, the Buyer/Card User must be of age. The Card User is responsible for the use of the Card in accordance with these General Conditions.
4. The Card is a non-personalised small-value payment instrument for cashless payment of goods and services and online payments.

II ISSUANCE OF THE CARD

1. The Cards are issued in €10, €20, €50, €80, €100 and €150 denominations specified in advance.
2. The Card may be purchased in all organisational units of the Bank and at specially marked points at persons authorised to sell, activate and issue certificate/Card Activation Slip (hereinafter referred to as “Distributors”).
3. When purchasing the Card, the Buyer must pay the amount specified on the Card.
4. The amount specified on the Card shall be reduced by one-off Card activation fee, with the amount of the associated fee being dependant on the amount of the money loaded onto the Card.
5. Following payment of funds equal to the amount specified on the Card, the Card is activated and the Buyer is issued a certificate/ Card Activation Slip.
6. No PIN shall be issued together with the Card.
7. The Buyer may donate the Card (give it to another person for use) or use it for his or her own needs.
8. In the case that the Card is donated to another person, the Buyer must provide such person with these General Conditions, an excerpt from the Bank’s internal act setting out payment services fees and certificate/Card Activation Slip together with the Card, whereupon the responsibility for proper use of the Card transfers to such person.
9. The Bank shall replace the Card in case of a technical anomaly which might preclude the use of the Card, provided that the Buyer/Card User has submitted an adequate request to the Bank to be issued a replacement Card, accompanied with non-functioning Card, certificate/ Card Activation Slip and identity documents. The User/Buyer shall not bear costs of replacement in this case.
10. The Bank is not responsible for the quality of goods and services paid by the Card.
11. The payment made for the purchase of the Card is not considered a deposit received by the Bank and is therefore not insured with the Deposit Protection Fund of Montenegro.

III USE OF THE CARD

1. The right to use the Card belongs to the person whose signature appears on the back of the Card (hereinafter referred to as “the User”). The User must sign the Card immediately upon receipt. An unsigned Card is invalid and any financial consequences suffered as result of misuse of the Card not signed by the User shall be borne by the User.
2. The User who has signed the Card is the only person authorised to use the Card. The Card may not be given for use to other persons nor may it be left in possession of other persons or the User shall bear responsibility for all transactions resulting from the failure to observe this obligation.
3. By signing the Card or by its first use, the User acknowledges his or her acceptance of these General Conditions and from that moment on contractual rights and duties of the Bank and the User start to apply.
4. The Card may be used for payment of goods and services on POS terminals in Montenegro and abroad, as well as for online payments for no longer than one year from the day of activation; after the expiry of this period the Card may not be used any more.
5. The User shall not incur any costs when using the Card for cashless online payment of goods and services.
6. The Card can be used at all points of sale displaying MasterCard logo.
7. The Card may not be reloaded.
8. The Card may not be used to withdraw cash from ATMs and POS terminals of the Bank and other banks.
9. The User may not use the Card for illegal purposes, including for purchase of products and services prohibited on the territory of the country in which the User is located at the time of the transaction. The User shall bear full responsibility in the event of illegal purchase made by the Card to which these General Conditions apply.

10. The User shall sign the receipt at the time of purchase of goods and services in the same way as he or she signed the Card and shall retain a copy of the receipt/slip.
11. When making online payment of goods and services, the User shall, where so required, enter the number of the Card (PAN), date of expiry of the Card and the three-digit number (CVC code) from the back of the Card.
12. Costs made in Montenegro or abroad shall be charged against the spending limit in EUR. MasterCard International currency exchange rules and exchange rate, available at www.mastercard.com, shall apply to costs made abroad which are not denominated in EUR.
13. A damaged Card which cannot be used any more may not be replaced, but the User is entitled to withdraw the unused funds at the Bank's teller station, subject to payment of the associated fee.
14. In the event that all the money is spent before the expiry of the Card's period of use, that is, 1 year following the activation of the Card, the Card shall become invalid on the day on which the money is spent.
15. The Card User is entitled to withdraw unspent money at the Bank's teller station, subject to payment of the associated fee, before the expiry of the Card's period of use, that is, the expiry of 1 year following the activation of the Card.
16. The Card User is entitled to withdraw unspent money at the Bank's teller station, subject to payment of the associated fee after the expiry of the Card, that is, the expiry of 1 year following the activation of the Card provided such withdrawal is made while the Card's period of validity is still running.
17. At the time of making request for payment of unspent money at the Bank's teller station, the Card User must present a signed Card and an identity document and enter his or her personal data in *Questionnaire for the client - natural person*.
18. The Bank is under a duty to allow the Card User, at his or her request, to check the available funds on the Card as follows:
 - » by way of the mobile application *Premium Programme* for Android and iOS operational systems;

- » through the Call Centre number: +382 20 219 905 and 19905, or during working hours in the organisational units of the Bank.

18. An excerpt from the internal act of the Bank specifying payment services fees relating to the use of the Card is attached to these General Conditions.

IV PROTECTION OF THE CARD

The Card User must take all reasonable measures immediately upon the receipt of the Card to ensure that the Card does not come into possession of a third party. The Card User must protect the Card against unauthorised access, transfer or erroneous use, and must take special care that the Card is not out of his or her sight at any moment during use.

In case of loss, theft or misuse of the Card, the Card User shall be solely responsible for the damage.

V EXCEPTIONS FROM APPLICATION OF THE LAW ON PAYMENT OPERATIONS

The Bank and the Card User hereby agree, in accordance with provisions of Article 27 of the Law on Payment Operations (Official Gazette of Montenegro 62/13 and 6/14) – hereinafter referred to as “the Law”, immediately upon the signing of the Card or the first use of the Card:

- » Notwithstanding Article 22 of the Law, the Bank has no duty to propose amendments to the Framework Agreement as defined in Article 20 of the said Law;
- » Notwithstanding Articles 25 and 26 of the Law, since the Card is used anonymously in line with Article 27 paragraph 1 clause 3 item 2, the Bank has a duty to allow the Card User to check the amount of the funds available on the Card following the payment transaction.

The Bank and the Card User agree, in accordance to provisions of Article 29 of the Law upon the signing of the Card or the first use of the Card as follows:

- » that Article 32 paragraph 1 clause 2 of the Law shall not apply;
- » that Article 33 paragraph 1 clauses 3, 4 and 5 of the Law shall not apply,
- » that Article 37 paragraph 2 and 3 of the Law shall not apply,
- » that Article 35 and 36 and 37 paragraph 1 of the Law shall not apply since the Card is used anonymously,
- » that, notwithstanding Article 41 paragraph 1 of the Law, the Bank has no duty to inform the Card User of refusal of a payment order if the circumstances make non-execution of the payment order evident;
- » that, notwithstanding Article 42 of the Law, the Card User may not revoke a payment order after such order has been initiated or after the receiver of the payment transaction has been given consent,
- » that time limits for execution of the payment transaction different than those set forth in Article 44 of the Law shall apply, meaning that time limits referred to in the afore noted Article shall not apply.

VI DISPUTES

In case of a dispute between the Bank and the Card User, an application for out-of-court dispute settlement in payment transactions can be made.

Out-of-court dispute settlement in payment transactions shall be carried out by the Commission for Out-of-Court Dispute Settlement in Payment Transactions of the Banks Association of Montenegro.

The Commission shall not handle cases which have already been brought before the court and shall dismiss the case if court proceedings are initiated in the course of dispute resolution.

In the case of a court dispute, the case shall be referred to the court which has territorial jurisdiction over the Bank's principal place of business.

VII FINAL PROVISIONS

These General Terms and Conditions shall apply as of 1st March 2017.

Legislation and internal regulations of the Bank shall apply directly to all matters not contemplated herein.

Amendments to these General Terms and Conditions shall be displayed at a visible place in business premises of the Bank and its website.



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