

**GENERAL TERMS AND CONDITIONS**  
**ELECTRONIC MONEY INSTITUTION ALTA GROUP D.O.O. BELGRADE**  
**REGARDING THE ISSUANCE AND REDEMPTION OF ELECTRONIC MONEY AND THE**  
**USE OF THE PAYMENT INSTRUMENT DIGITAL WALLET AWALLET**

## **I GENERAL PROVISIONS**

These General Terms and Conditions of ALTA GROUP DOO Beograd, an Electronic Money Institution (hereinafter: the "Institution"), govern the terms and conditions under which the Institution provides users with electronic money issuance, distribution, and redemption services, as well as the use of the **Awallet** digital wallet as a payment instrument enabling the use and disposal of electronic money.

The information about the institution is as follows:

|                                                           |                                                                      |
|-----------------------------------------------------------|----------------------------------------------------------------------|
| Business Name                                             | ALTA GROUP D.O.O. BELGRADE                                           |
| Address                                                   | Belgrade-Zemun, Ugrinovačka 212, local 1                             |
| Registration number                                       | 21035254                                                             |
| Tax Identification Number                                 | 108618034                                                            |
| Activity Code                                             | 6419 - Other monetary intermediation                                 |
| E-mail                                                    | office@altapay.rs                                                    |
| Web address:                                              | <a href="http://www.altapay.rs">www.altapay.rs</a>                   |
| Phone number                                              | +381 11 3131 600                                                     |
| Name and address of the seat of the supervisory authority | National Bank of Serbia, Kralja Petra br. 12, Belgrade               |
| Registered in the register                                | Register of Electronic Money Institutions, Registration No. 625      |
| Registered in the register                                | Register of authorized exchange offices, unique exchange number 5814 |

Pursuant to the Decision No. 15 of the NBS Executive Board No.15 of 08.06.2023 of the National Bank of Serbia, IEN is authorized to provide electronic money issuance services and the following payment services referred to in the Law on Payment Services, Article 4, paragraph 1, item:

- (a) services enabling the payment of cash into a payment account, as well as all services necessary for the opening, maintenance and closure of that account;
- (b) services enabling cash to be withdrawn from a payment account, as well as all services necessary for the opening, maintenance and closure of that account;
- 3) services of transferring funds from or to a payment account, including:
  - (1) by transfer of authorisation, (2) by direct debit, including one-off direct debit;
  - (3) the use of a payment card or similar means;
- (d) payment transaction execution services where funds are provided by a credit granted to a payment service user, namely: (1) transfer of authorisation, (2) direct debit, including one-off direct debit, (3) use of a payment card or similar means;
- (e) the issuance of payment instruments and/or the acceptance of payment transactions;

## 6) services of execution of money remittances;

The Institution provides payment services through its payment points and through the payment points of its Agents (hereinafter collectively referred to as the "Payment Points"). Information on the addresses of the Institution's Payment Points and those of its Agents, including the business name and registered office address of each Agent providing payment services on behalf of the Institution, is available on the Institution's website.

An integral part of these General Terms and Conditions is the Tariff of Fees for Services Related to the Issuance, Use and Redemption of Electronic Money (hereinafter: the "Tariff"). The Tariff is available to Users in the Serbian language at the Payment Points and in both Serbian and English on the Institution's website at [www.altapay.rs](http://www.altapay.rs), as well as within the Awallet digital wallet. The Institution may amend the Tariff independently of any amendments to these General Terms and Conditions.

At the User's request, the Institution shall provide appropriate explanations regarding the application of these General Terms and Conditions. For any questions relating to electronic money, the Awallet digital wallet, or the payment services provided by the Institution, Users may contact the Institution's Contact Centre by telephone at **+381 11 31 31 600**.

The Institution shall provide Users with clear, accurate, and easily understandable information and shall not, at any time, mislead Users regarding the terms and conditions governing the issuance, use, and redemption of electronic money, the use of the Awallet digital wallet, or the provision of payment services. At the User's request, such information shall be provided on paper or another durable medium.

## II DEFINITIONS

**Electronic money** - means an electronically stored monetary value that constitutes a monetary claim against the Institution, as the issuer of such money, and is issued after the receipt of funds for the purpose of executing payment transactions and is accepted by a natural and/or legal person who is not the issuer of such money;

**Payment instrument** - means any personalized means and/or a series of procedures agreed between the payment service user and the payment service provider, which is used to issue a payment order, i.e. to initiate a payment transaction;

**Awallet** – means a digital wallet that is a refillable payment instrument (mobile application);

**Digital wallet** - means a payment instrument with special characteristics, which is used for the use of electronic money issued by the Institution;

**User** - means a natural person who uses or has used a payment service in the capacity of a payer and/or payee or has contacted a payment service provider for the use of these services, and/or an electronic money holder and/or an Awallet user;

**Awallet User** – means a natural person who has downloaded and uses the Awallet mobile application;

**Electronic money holder** - is a natural or legal person to whom electronic money is or has been issued, or a natural or legal person who has turned to the Institution as an issuer of electronic money for the purpose of issuing money, as well as any other natural or legal person who has a monetary claim against the Institution as an issuer of electronic money;

**Merchant** - is a legal entity or entrepreneur engaged in the sale of goods and/or services at a

physical location or via the Internet, who has concluded an agreement with the Institution on the acceptance of electronic money;

**Distributor** - is a legal or natural person with whom the Institution has concluded a contract and through whom it distributes and redeems electronic money, with prior notification of the National Bank of Serbia;

**Cash** - means cash, account funds and electronic money;

**Payer** - means a natural or legal person who has a payment account and gives an order or consent for payment from that account, or a natural or legal person who does not have a payment account and gives a payment order;

**Payment Transaction** - means the payment, disbursement or transfer of funds initiated by the Payer or the Payee, which is carried out regardless of the legal transaction between the Payer and the Payee.

**"Payment Order" means** an instruction by a payer or payee to his or her payment service provider requesting the execution of a payment transaction;

**Payee** – means a natural or legal person who issues a payment order at the expense of its payment account or gives consent to the execution of a payment transaction on the basis of a payment order issued by the payee, and if there is no payment account – a natural or legal person who issues a payment order;

**Unique identifier** - means a combination of letters, numbers and/or symbols assigned by the payment service provider to the payment service user and used in a payment transaction to unambiguously identify the user and/or his payment account;

**Durable data carrier** - means any means that allows the user to store the data intended for him, to access this data and to reproduce it in an unaltered form for a period corresponding to the purpose of storage (e.g. paper, optical discs, USB, flash drives, memory cards, computer hard drives and electronic mail);

**Working day** – all days on which payment orders are received in accordance with the working hours of the Institution;

**Point of Sale** is a point of sale (physical and online point of sale, online store) of the Merchant through which it is possible to purchase goods and services offered by the Merchant with a non-cash method of payment through payment instruments for the disposal of electronic money;

**Distance Contract** means an agreement by which the Institution undertakes to provide financial services that are the subject of a distance contract to the other contracting party – the User, in connection with which the provision of information and undertaking other activities in the pre-contractual phase, i.e. the conclusion of this Agreement, is carried out exclusively by the use of one or more means of distance communication, within the framework of an organized offer of the provision of these services;

**Financial services** – are payment services and electronic money issuance services;

**The Law** – is the Payment Services Law.

### III ISSUANCE, USE AND REDEMPTION OF ELECTRONIC MONEY

The Institution issues electronic money at the request of the user. The User is obliged to familiarize himself with these General Terms and Conditions before submitting a request for the issuance of electronic money. It is considered that the User has submitted a request for the issuance of electronic money by paying funds to the account of the Institution in accordance with the instructions for replenishing the digital wallet of Awallet, which instructions are contained in Awallet.

By paying the funds, i.e. replenishing the Awallet, the User confirms that he is familiar with these General Terms and Conditions and that he agrees with them, whereby the User enters into a contractual relationship with the Institution.

If you do not agree with these General Terms and Conditions, please do not submit a request for the issuance of electronic money and do not use electronic money issued by the Institution.

The institution shall issue electronic money in the amount of the beneficiary's funds received, without delay.

The institution does not pay, nor is it permitted to pay, interest or any other property benefit to the holder of electronic money for holding funds for a certain period of time.

The institution also distributes electronic money at its payment points. The locations where the Institution distributes electronic money are published on the Institution's website [www.altapay.rs](http://www.altapay.rs).

The issued electronic money is stored in the Awallet and is available to the user for use in accordance with the enabled functionalities of the Awallet as a payment instrument.

Each time the User uses the options in Awallet to execute the following transactions: execution of a payment order – payment order, service withdraw on site, send Alta fast Cash is considered to have submitted a request for redemption of money.

### **3.1 Issuance and Redemption of Electronic Money Agreement**

The Issuance and Redemption of Electronic Money Agreement regulates the relations between the Institution, as an issuer of electronic money and the holder of electronic money. These General Terms and Conditions and the Tariff are an integral part of the Agreement on the Issuance and Redemption of Electronic Money.

By accepting these General Terms and Conditions in Awallet when registering and opening an account and making a payment by the User, the User and the Institution enter into a contractual relationship and it is considered that they have concluded an agreement on the issuance and purchase of electronic for the use of Awallet as a registered user who has not undergone the full identification procedure.

A user who has not gone through the full identification process has only limited use of the Awallet functionality. Please refer to Section 4 of these Terms and Conditions for more information.

Full identification is carried out at the institution's own locations. Data on the locations of the institution are published on the [www.altapay.rs](http://www.altapay.rs) under the heading Alta exchange offices. After full identification, the conclusion of a framework agreement on the issuance and redemption of electronic money begins, with the prior submission of all necessary information in accordance with the Law.

Where the Framework Agreement is concluded as a distance contract, following the User's successful full identification in accordance with the applicable regulations, the User shall, in the pre-contractual phase, be provided with all information relating to the Institution as the service provider, the financial service, the distance contract, and the available dispute resolution mechanisms. The pre-contractual information is contained in the contractual documentation, which consists of these General Terms and Conditions, the Tariff, the Framework Agreement on the Issuance and Redemption of Electronic Money (Distance Contract), the Notice of the Right to Object, and the Privacy Notice. The contractual documentation shall be delivered to the User's e-mail address in PDF format. The User is obliged to download and retain all contractual documentation and notifications received from the Institution at the e-mail address designated by the User for the receipt of documentation and notifications. If the User accepts the contractual documentation, the User shall confirm their acceptance by entering the one-time verification code (OTP) sent to the User's registered mobile phone number through the Awallet application. Upon receipt of the User's acceptance, the Institution shall deliver the electronically signed contractual documentation to the User's verified e-mail address. The User is responsible for downloading and retaining such documentation on a durable medium.

The Framework Agreement may not be concluded through a proxy or other authorised representative.

The User may terminate the Framework Agreement at any time without notice. Upon termination, the User may request the redemption of the electronic money held or payment of its monetary value in accordance with these General Terms and Conditions. A request for termination of the Framework Agreement shall be submitted to the following e-mail address: [awallet@altapay.rs](mailto:awallet@altapay.rs)

The institution shall have the right to unilaterally terminate a framework contract concluded for an indefinite period of time, subject to a notice period of not less than two months. The institution has the right to terminate the framework contract in other cases provided for by law governing obligations or relations by another law. The Institution shall deliver the notice of termination of the framework contract to the user's registered e-mail address, which he has previously confirmed as a communication channel.

The institution may unilaterally terminate the contract in the event that it is determined that the beneficiary is on official terrorist and other sanctions lists in accordance with domestic and international regulations on the prevention of money laundering and terrorist financing.

The Institution may temporarily block the execution of the transaction, as well as the use of the Awallet if the user, at the request of the Institution, fails to submit the data requested by the Institution within the submitted deadline, in accordance with special regulations (regulations governing the area of AML/CFT, etc.).

#### **IV AWALLET – registration, identification, use of a payment instrument**

The institution issues electronic money that is stored on the Awallet digital wallet.

Awallet is a payment instrument that you can install on your phone and use its many

functionalities. Awallet can only be tied to one e-mail address and phone number. In the event that the holder attempts to register Awallet from an already registered e-mail address/mobile phone number, registration will be disabled.

After installing the digital wallet, it is necessary for the User to register in the following steps:

- a. The user enters personal data – names and surnames, address of residence or residence, e-mail address and mobile phone number. It is forbidden to enter incorrect information, so please enter it carefully and check it before registering.
- b. The user confirms his phone number and email address with the codes received.
- c. The user accepts the contractual documentation. You will need to familiarize yourself with and accept these General Terms and Conditions and the Notice on the Processing of Personal Data.
- d. The user creates a PIN. The user's email address will be used as the username, while the user will be allowed to create a password and choose a PIN number to authorize transactions. The PIN number and password specified by the user are known only to him.

It is possible to register an Awallet only with a mobile phone number issued by a mobile operator from the Republic of Serbia.

Depending on whether you are just a registered user or a registered and identified user, it also depends on the type of functionality that will be available to you in Awallet.

As a Registered User, you will be allowed to use the following functionalities: general functionalities, Awallet top-up, transfer order execution (scan QR code), account replenishment, chat, cashback, show QR, biometrics, both languages.

As an Identified User, in addition to the functionality from the above paragraph, you will be allowed to transfer money to other Awallet users, request money, send Alta Fast Cash and Receive Alta Fast Cash.

In accordance with the legal restrictions, there are limits on the use of electronic money for **registered users:**

- Wallet balance: up to 15,000 RSD
- Monthly recharge: up to 15,000 RSD
- Monthly spending: up to 15,000 RSD
- Annual recharge: up to 180,000 RSD
- Transfer order: up to 5,000 RSD per transaction
- Monthly redemption of electronic money – payment in cash up to 5,000 RSD

Identified users do not have specific limits. If you want to use Awallet without the above restrictions, we need to establish a business relationship with you, i.e. to make your identification. We identify you in accordance with the Law on the Prevention of Money

Laundering and Terrorist Financing. Identification is carried out at the institution's own locations.

In the event that the User pays an amount exceeding the pre-defined limits for the purpose of issuing electronic money and replenishing the Awallet, the User may request a refund of the funds or complete the full identification/registration procedure, after which the amount of electronic money in the Awallet will be increased by that amount.

The Institution reserves the right to request full identification from the User, regardless of the limits defined herein, in accordance with the law and its internal acts. In the event that the User does not provide the required data and information, i.e. does not identify themselves, the Institution has the right to disable further use of the Awallet and terminate the contractual relationship with the User.

General functionalities include checking the electronic money balance, transaction history with search and filters, transaction details, PDF confirmations, repeating transactions, and reversing unused cash codes.

The digital wallet is topped up by the User making a transfer/payment from their current account, with the reference number being the Awallet number, or by making a payment at a physical location in accordance with the instructions provided in the Awallet.

The digital wallet (Awallet) has various functionalities and, among other things, enables the use of electronic money at points of sale of Merchants with whom the Institution has concluded an agreement on the acceptance of electronic money.

In the event that the User has not made a single transaction through the digital wallet for 12 consecutive months, the digital wallet will be shut down. In this case, the User may request payment of the remaining amount of electronic money to their bank account.

The Institution has the right to temporarily or permanently block or shut down the Awallet in the event of suspicion that it is being used contrary to the law and/or the provisions of these General Terms and Conditions. The Institution will inform the User about the identified irregularity and that the digital wallet will remain blocked until it is remedied. The User also has the right to withdraw the remaining funds if they do not wish to or cannot remedy the deficiency. Upon remedying the deficiency, the Institution may unblock the temporarily blocked Awallet.

Due Diligence: Please protect your Awallet and your registration credentials, and do not share any data related to them in order to prevent unauthorized access to your electronic money.

## **V LIABILITY OF THE INSTITUTION FOR ELECTRONIC MONEY**

You have the right, in the event of a non-executed or erroneously executed payment transaction, to contact the Institution, regardless of its liability, and submit a request for appropriate measures to be taken in order to determine the flow of funds related to the transaction and to provide you with information on the outcome of the measures taken. You

have the right, in the event of an unauthorized, unexecuted or incorrectly executed payment transaction, to claim compensation for damage resulting from the execution of an unauthorized transaction or from the non-execution or improper execution of a payment transaction for which the Institution is responsible.

## **5.1 DISCLAIMER OF LIABILITY**

The liability of the Institution for improper provision of payment services, non-execution or untimely execution of orders in extraordinary and unforeseeable circumstances defined by by-laws that the payment service provider could not influence and the consequences of which could not be avoided, as well as in cases where the payment service provider was obliged to act in accordance with the law, is excluded.

An institution shall not be obliged to refund the amount of a non-executed or irregularly executed one-off payment transaction, and the accrued fee, in the following cases:

- if the execution, non-execution or improper execution is the result of force majeure and other causes not attributable to the Institution,
- if the execution or improper execution is a consequence of the Institution's obligations arising from other binding regulations,
- if the Institution has executed or failed to execute the Payment Order on the basis of forged or unlawfully amended Payment Orders,
- If the execution is the result of fraud by the User,
- if the non-execution and/or improper execution is the result of an incorrect payment instruction on the Payment Order.

## **VI COMMUNICATION BETWEEN THE CLIENT (PAYMENT SERVICE USER) AND THE INSTITUTION**

The Institution and the User may communicate in writing and orally within the framework of their business cooperation. The form of communication is defined by the contract concluded between the Institution and the User.

Communication during the term of the contract for a single payment transaction shall take place in the Serbian language, orally, and communication during the term of the framework agreement takes place in Serbian in writing and orally.

Written communication between the Institution and the User takes place through the address of the Institution and the address provided by the user to the Institution.

Notifications, remarks and other letters sent by the user to the Institution must be signed by the user.

The Institution shall not be liable in law or material for any damage that may occur to the User as a result of the User's failure to receive any of its notifications or any correspondence sent to the last e-mail address of which the User informed the Institution.

The User is obliged to notify the Institution no later than 3 (three) days from the date of the change, that he/she has changed his/her e-mail address and address of residence or residence.

The Institution cannot bear any legal or material responsibility for any damage that may occur to the User or third parties due to the fact that the User has failed to provide the Institution with data and information essential for its business relationship with the Institution within the specified period, as well as the change of e-mail address, telephone number or address of residence or residence.

The Payment Service User has the right to request from the Institution at any time appropriate explanations and instructions relating to the application and interpretation of these General Terms and Conditions.

The Institution is obliged to provide information to the User before and after signing the contract and to provide precise, clear and unambiguous answers to the User's questions, in accordance with the contract concluded between the Institution and the User, the General Terms and Conditions and the Law on the Protection of Financial Services Users and the Law on the Protection of Financial Services Users in Distance Contracting.

The Institution is obliged to act with professional and due diligence in business relations with the Beneficiaries and to respond in writing to the written complaints of the Beneficiaries within the deadline set by the regulations governing the treatment of the Institution's complaints by the Users.

The user has the right to request from the Institution information on the amount of debts or receivables towards the Institution on the basis of the concluded contract, as well as other data that have an impact on these debts and receivables and their payment, i.e. collection.

## **VII CONFIDENTIALITY OF DATA AND PROTECTION OF PERSONAL DATA**

### **6.1 Confidentiality of information**

Business secrets are considered to be data obtained by the Institution in the course of business and relating to the user, including data on his personal data, as well as data on payment transactions and other transactions made with electronic money.

The Institution, members of its bodies and persons employed or engaged in the Institution, as well as other persons who, due to the nature of their work, have access to information that is considered a business secret, may not communicate or deliver this information to third parties, nor may they provide them with access to this information.

The obligation to keep a business secret does not cease for the Institution even after the termination of the provision of services to the User.

An institution may communicate or provide third parties with information constituting a business secret in the following cases:

- If the data subject has given prior consent;
- If, for the purpose of exercising supervision, it is required by the body supervising the

work of the Institution;

- On the basis of a decision or request of a competent court;
- For the needs of the ministry responsible for internal affairs, the authority responsible for the fight against organized crime and the authority responsible for the prevention of money laundering, in accordance with the regulations;
- For the needs of the Tax Administration or the authority in charge of foreign exchange operations, in accordance with the regulations governing the affairs within their jurisdiction;
- In connection with property proceedings, at the request of the custodian of property or consular offices of foreign States, upon submission of written documents proving the legitimate interest of such persons;
- In connection with the procedure of execution or security of the property of the payment service user, on the basis of the request of the Court, the executor or other competent authority in such proceedings.

The competent authorities that have obtained the business secret for the purpose of performing their official functions may use the data they have obtained on that basis only for the purpose for which they were obtained and may not further submit them to third parties, nor provide third parties with access to such data.

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

In connection with the processing and protection of personal data, as well as the exercise of rights defined by the Law, the user can be informed on the website of the Institution [www.altapay.rs](http://www.altapay.rs), i.e. the data subject can contact the Personal Data Protection Officer in the Institution (DPO) at the e-mail address: [zastita.podataka@altapay.rs](mailto:zastita.podataka@altapay.rs).

## **6.2 Protection of users of financial services**

The User has the right to complain if he/she believes that the Institution, i.e. the Institution's Representative, does not comply with the laws and other regulations, Framework agreement, General Terms and Conditions, contracts for the execution of one-time Payment Transactions and good business practices. The complaint must be filed in writing within 3 years from the date on which the violation of rights was committed. Upon the expiry of this deadline, the Institution is not obliged to consider it, but it may consider and/or accept it. The user may file a complaint in person at the business premises of the Institution or the Institution's representative, by mail, e-mail to the address: [prigovor@altapay.rs](mailto:prigovor@altapay.rs) as well as on the website of the Institution [www.altapay.rs](http://www.altapay.rs).

The complaint should contain information from which it is undoubtedly possible to determine the relationship of the user with the Institution to which the complaint relates (name and surname or name of the beneficiary, principal, date of execution of the transaction, amount of the transaction, unique identifier of the transaction), as well as the reasons for filing the complaint.

The institution is obliged to consider the complaint and submit a written response to the beneficiary, no later than 15 days from the date of receipt of the complaint. Exceptionally, if

the institution is unable to submit a reply within that time limit, for objective reasons beyond its control, that time limit may be extended by a maximum of 15 days. The user will be notified of the above reasons and the deadline for responding in writing within 15 days from the date of receipt of the complaint.

If a user who is not satisfied with the response to the complaint or has not received a response within the prescribed deadline, he has the right to submit a complaint in writing to the National Bank of Serbia before initiating a court dispute. Along with the complaint, the NBS should submit the complaint addressed to the Institution, the Institution's response (if any) and documentation on the basis of which the allegations in the complaint can be assessed.

A complaint may be submitted to the NBS in writing within 6 months from the date of receipt of the Institution's response or the expiry of the deadline for its submission or, if the User is not satisfied with the response to the complaint, by sending it to the address of the National Bank of Serbia, Financial Services User Protection Sector, Nemanjina 17, 11000 Belgrade or post office 712, 11000 Belgrade, or in the web form on the homepage of the National Bank of Serbia's website. via the link <https://nbs.rs/sr/ciljevi-i-funkcije/zastita-korisnika/prigovor/>, section FILE A COMPLAINT/OBJECTION about the work of a financial service provider.

In addition to the right to complain and complain, the User also has the right to initiate a mediation procedure for the purpose of out-of-court settlement of the disputed relationship. The mediation procedure may be initiated upon receipt of the Institution's response to the complaint or the expiry of the deadline for its submission, but also during or after the complaint procedure before the NBS. The provisions of the Law on the Protection of Financial Services Users apply accordingly to the protection of users.

## **VIII TO RESOLVE ANY DISPUTES**

Any disputed relations between the Institution and the beneficiary, arising from the pre-contractual phase, from the contract on one-off payment transactions, the Framework Agreement as well as these General Terms and Conditions, shall be resolved by applying the law of the Republic of Serbia before the court with substantive and territorial jurisdiction in accordance with the law and concluded contracts.

## **IX FINAL PROVISIONS**

Anything that is not regulated by these General Terms and Conditions shall be governed by the Law.

The General Terms and Conditions enter into force and apply starting from 01.08.2026.

Sincerely,

**ALTA GROUP D.O.O. BELGRADE**

## **PRIVACY NOTICE FOR USERS OF ELECTRONIC MONEY AND PAYMENT SERVICES**

### **-General information on the processing of personal data-**

ALTA GROUP d.o.o. Beograd (hereinafter: the Institution), as the Data Controller, collects and processes your personal data in accordance with the Law on Personal Data Protection ("Official Gazette", No. 87/2018, hereinafter: the Law). The Institution processes personal data lawfully, fairly and transparently, hereby wishing to inform you about the purpose and legal basis of the processing of personal data.

#### **1. IDENTITY AND CONTACT DETAILS OF THE DATA CONTROLLER**

Alta Group d.o.o. Belgrade, Electronic Money Institution, Ugrinovačka 212, local 1, Belgrade (Zemun), MB 21035254, National Tax 108618034, tel: +381 11 31 31 600, [www.altapay.rs](http://www.altapay.rs). Alta Group Ltd. as an Electronic Money Institution is registered with the National Bank of Serbia under number 625.

#### **2. CONTACT DETAILS OF THE DATA PROTECTION OFFICER**

We have appointed a person in charge of personal data protection to whom you can contact for all questions regarding the processing of your personal data, i.e. for exercising the rights prescribed by law, in the following way:

- to the e-mail address: [zastita.podataka@altapay.rs](mailto:zastita.podataka@altapay.rs)
- Contact phone: +381 11 31 31 600
- in writing through the address of the headquarters of Alta Group d.o.o.: Ugrinovačka 212, local 1, Belgrade-Zemun, with the note "For the Personal Data Protection Officer"

The Data Protection Officer shall respond to each inquiry of the data subject as soon as possible, depending on the complexity of the inquiry itself, but no later than 30 days from the date of receipt of the proper inquiry. Exceptionally, the deadline may be extended for another 60 days, of which the person who sent the inquiry will be informed in a timely manner.

#### **3. PURPOSE OF THE INTENDED PROCESSING AND LEGAL BASIS**

The purpose of the processing of personal data depends on the type of service for which the data subjects submit a request for the performance of a service, a payment transaction or the conclusion of a contract. The collected data is processed in order to fulfill the purpose for which it is collected, more precisely for the provision of services related to the use of electronic money for the purpose of its redemption and/or use for payment of goods and services, all through the Awallet payment instrument, as well as other services initiated through this payment instrument, such as payment services. In addition to the above, the purpose of the intended processing also includes the protection of security, marketing purposes, all in order for the Institution to respond to your requests, on the one hand, i.e. to fulfill the obligations prescribed by law (Law on the Prevention of Money Laundering and Terrorist Financing, etc.), on the other hand. If you refuse to provide the data required for this purpose, the Institution will not be able to provide you with the requested service.

The institution collects and processes personal data only with the existence of an appropriate legal basis: - processing for the performance of obligations arising from a contractual relationship (a one-time payment transaction agreement or any type of framework contract), i.e. preparation for the conclusion of a contract. In this case, the Institution shall

limit itself to the processing necessary to perform the service of the Institution. Otherwise, the Institution will not be able to provide the requested service or conclude a contract with the data subject; – processing for the purpose of fulfilling the legally prescribed obligations of the Institution, which does not require your consent. This processing is carried out for the purpose of implementing regulations in the field of prevention of money laundering and terrorist financing, meeting the requirements of the competent authorities (National Bank of Serbia, Administration for the Prevention of Money Laundering) as well as for the purpose of resolving complaints in accordance with applicable regulations (Law on Payment Services, Law on Protection of Financial Services Users, etc.). The institution shall do this to the extent necessary, and access to the data shall be provided only to persons and authorities authorized for this purpose;

- Processing for the purpose of achieving the legitimate interest of the Institution or the legitimate interest of third parties, provided that these legitimate interests must be stronger than your interests, rights and freedoms and do not harm them: monitoring and preserving physical security in order to protect people, space and property of the Institution (video surveillance, recording conversations); monitoring and preserving the information security of the IT system and the operations of the Institution, including the security of the services it provides to users; preventing and investigating fraud, abuse and other criminal offences to the detriment of the Institution, users and/or third parties; - management of risks that the Institution is obliged to implement, prevention of conflicts of interest; - Initiating and conducting court disputes for the purpose of exercising the rights and interests of the Institution or third parties. The processing of personal data may also be based on the legitimate interest of the Institution in other cases, if the Institution proves that this interest is not overridden by the interests or your fundamental rights, which is assessed by the Personal Data Protection Officer through an assessment of the impact of the legitimacy of the interest. In the above cases, your consent to the processing of data is not required, but you have the right to submit a request for the exercise of your rights at any time in the manner described in section 9 of this Notice; – Processing based on the informed consent of the data subject, with prior notification of the data subject of all relevant aspects of the processing: The Institution may, for precisely defined purposes, request the consent of the data subject to the processing of personal data (e.g. notification of new products and services, distribution of advertising material, on the basis of the given consent, process data exclusively for the purpose for which the consent was given, This is clearly stated when obtaining consent (e.g. promoting services). The consent of the data subject is voluntary, explicit, unambiguous and can be withdrawn at any time, which entails the cessation of further processing. Consent given for a specific purpose may be revoked by contacting the Institution in the manner described in point 1. The revocation of consent does not affect the lawfulness of the processing that was based on consent before the revocation, i.e. it does not affect the performance of the service already provided. A minor who has reached the age of 15 may independently give consent to the processing of his or her personal data in the use of information society services. In the case of a minor who has not reached the age of 15, consent to the processing of personal data must be given by the parent exercising parental rights.

#### **4. TYPES OF PERSONAL DATA PROCESSED AND HOW THEY ARE COLLECTED AND PROCESSED**

The institution collects different categories of personal data, which are used for different purposes and with different legal bases, respecting the principle of data minimization. The

basic personal data processed by the Institution for the purpose of performing the contract and in order to comply with legal obligations are identification and contact data - name and surname, date and place of birth, personal identification number, address of residence, citizenship, data on the type and number of the identification document, date of issue, validity of the identity document, e-mail address, mobile and/or landline phone number. Data on the Institution's services – transaction data (payments, payees, purposes and references of payments, data on the sender or recipient of money). A copy of your identification document is kept in accordance with the regulations on the prevention of money laundering and in order to protect the legitimate interests of the Institution in relation to the prevention of fraud. In order to respond to your requests and inquiries, as well as complaints, the Institution also processes your contact data necessary for mutual communication or investigation of possible abuses, such as: e-mail address, landline or mobile phone number.

If you are talking to the contact center of the Institution, you must know that the conversations are being recorded, which we will warn you about at the beginning of the phone conversation before the recording begins, so that you have the opportunity to withdraw from the conversation. If you are contacting us via the Internet, using the contact form on the Institution's website and are expecting feedback, we need your data in order to respond to you.

We collect your data from you directly, from third parties or from publicly available sources (public registers, etc.). The institution processes personal data manually and electronically in a manner that ensures security and confidentiality.

## **5. HOW WE SECURE DATA**

We endeavour to implement reasonable organizational, technical and administrative security measures in accordance with applicable laws and regulations to ensure the protection of your personal data. We strive to limit access to information to only our employees, agents and their employees who need to have access to personal information in order to provide you with payment services and other services. Despite our best efforts, as you know, a third party may make an unauthorized attempt to access or access the information you have submitted to us, or may mistakenly instruct you to disclose your personal information by posing as an Alta Group Institution. Please contact us immediately if you have reason to believe that your personal data that you have provided to us and that is in our possession is at risk.

## **6. CATEGORIES OF RECIPIENTS TO WHOM YOUR PERSONAL DATA MAY BE DISCLOSED**

In order to fulfill the purpose of processing, the Institution provides your data to the following categories of recipients: - competent state authorities and organizations such as: the National Bank of Serbia, the Administration for the Prevention of Money Laundering, competent courts and prosecutors' offices, competent ministries, etc.) if they have the appropriate authorization for access or other type of data processing in accordance with the law, and only to the extent provided for by law; - contractual partners of the Institution, companies engaged in archiving data and documentation, etc.; - persons who, due to the nature of the work they perform, need access to such data (e.g.: external auditors, etc.); - members of a group of companies (subsidiaries and associates of subsidiaries of a legal entity).

## 7. TRANSFER OF PERSONAL DATA TO ANOTHER NATIONAL OR INTERNATIONAL ORGANIZATION

The Institution processes personal data in the Republic of Serbia. Personal data may be transferred from the Republic of Serbia to other countries and international organizations only with the application of appropriate protection measures, in accordance with the provisions of the Law, to the following countries:

- ✿ which are parties to the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data;
- ✿ which have been determined by the European Union to provide an adequate level of protection;
- ✿ with which the Republic of Serbia has concluded international agreements on the transfer of personal data; i

which are on the list established by the Government of the Republic of Serbia on the basis of the criteria and rules prescribed by the Law, and which list is published in the "Official Gazette of the Republic of Serbia"

The transfer of your personal data to a country or international organization that does not meet the above conditions will only be carried out with your explicit consent and if the other conditions laid down in Article 69 of the GDPR are met. of the Act. You can request more information about the protection measures from the Data Protection Officer in the manner described in point 2.

## 8. RETENTION PERIODS

The Institution shall keep the personal data processed for the purpose of exercising the rights and obligations arising from the contractual relationship until the termination of that relationship, unless the Institution has a legal obligation to keep them even after the termination of the contractual relationship (e.g. Law on the Prevention of Money Laundering and Terrorist Financing - at least 5 years from the date of the transaction), the consent of the data subject (for the purpose of direct marketing they are kept for 10 years or until the withdrawal of consent) or for the purpose of exercising legitimate interests (e.g. dispute resolution, defense of legal claims), and in particular in accordance with the following legal provisions: the Law on Payment Services, the Law on the Prevention of Money Laundering and Terrorist Financing (at least 5 years from the date of the transaction), the Law on the Protection of Financial Services Users, etc.

## 9. YOUR RIGHTS IN RELATION TO DATA PROCESSING

We would like to inform you that, as a data subject whose data is collected and processed, you have certain legal rights in relation to your personal data, which are detailed in this section. For the application of the above data, you can contact the Institution at the contact details listed in item 1 of this Notice by submitting the Request, as described in item 9 below. You have the following rights:

**1) Right of access** – we will inform you of the data we hold about you. Upon your request, we will provide you with a copy of your personal data that we process free of charge. For making additional copies, the Institution may charge a reasonable fee for administrative costs. You will also receive information such as the purpose of the processing, the types of personal data, the recipients of the data, the retention period, etc. When personal data is transferred to

another country or international organization, you have the right to be informed of the safeguards related to the transfer, as set out in point 8 of this notice.

**2) Right to rectification and updating of data** – the Institution will, at your request, correct your personal data that are inaccurate or supplement incomplete data. Please note that this right may be limited in terms of the extent of the data that we will or are able to correct.

**3) Right to erasure of data** – the Institution will, at your request, delete personal data if the conditions of Article 30 of the Constitution are met. (e.g., if the purpose for which they were collected is fulfilled). The institution may not delete your personal data if the obligation to process them is prescribed by law or the processing is mandatory for reasons of protection of public interest (e.g. acting on the order of a state authority) or is necessary for the initiation, submission or defense of a legal claim (e.g. filing a lawsuit, conducting administrative or court proceedings).

**4) Right to restriction of processing** – The Institution shall, at your request, restrict the processing of your personal data if any of the conditions set out in Article 31 of the Rules of Procedure are met. (e.g. if you have reasonably disputed the accuracy of your data or the lawfulness of processing, etc.).

**5) Right to data portability** – the Institution will, at your request, provide personal data in a commonly used and electronically readable form (e.g. on a computer) and allow you to transmit them to another controller without hindrance from the Institution if the following conditions are met: a) the processing is based on consent or is necessary for the performance of a contract, b) the processing is carried out by automated means, (c) the transfer does not adversely affect the exercise of the rights and freedoms of others. If technically feasible, you can request and the Institution will directly transfer the data to another controller.

**6) Right to object** - At any time, you may object to the processing of data based on a legitimate interest or which is necessary for the performance of tasks in the public interest or the exercise of legally prescribed powers of the Institution, after which the Institution will suspend further processing of such data, unless there is a legitimate basis for the processing that overrides your interests or freedoms or the processing is carried out for the purpose of initiation, to make or defend a legal claim.

**7) Right to lodge a complaint with the Commissioner for Personal Data Protection and the right to administrative and judicial protection** – If you believe that the processing of your personal data is carried out contrary to the provisions of the Law or other applicable regulations, you may file a complaint with the Commissioner for Information of Public Importance and Personal Data Protection. If you are not satisfied with the Commissioner's decision, you may file an administrative dispute against the Commissioner within 30 days from the date of receipt of the decision. Filing a lawsuit in an administrative dispute does not affect the right to initiate other administrative or judicial protection proceedings.

**8) What should your Request look like and how the Institution will act on it** - Your request must be understandable and complete. If the request is incomprehensible or incomplete (we are not able to identify you on the basis of the data), the Institution will instruct you on how to remedy the deficiencies. In the event that you do not eliminate the deficiencies in the submitted Request within the given deadline, and the deficiencies are of such a nature that the request cannot be acted upon, the Institution will reject the request as irregular.

The institution shall provide the data subject with information on the procedure taken at his request without delay and no later than 30 days from the date of receipt of the request. This deadline can be extended for a further 60 days if necessary, given the complexity and number of requests. The Institution shall inform the data subject of the extension of the deadline and the reasons for the extension within 30 days from the date of receipt of the request. If you

submit a request for a copy electronically, the information will be provided in the usual electronic form, unless you request other delivery (e.g. by registered mail).  
The institution reserves the right to change this notice. Please check this notice periodically to stay informed of any changes.