

**DIGITAL WALLETS TERMS OF USE**  
**(Apple Pay and Google Pay)**

Prepared by	Discussed by	Adopted by
Card Operations and Alternative Sales Channels Department	Assets and Liabilities Management Committee	Management Board
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Pursuant to Art.55 para.4 item 9 of the Law on Credit Institutions (Official Gazette of Montenegro, No. 72/19, 82/20, 8/21 and 24/25) and Art.29 para.4 item 8 of the Articles of Association of Universal Capital Bank AD Podgorica dated 27 August 2024, the Management Board of Universal Capital Bank AD Podgorica, at its session held on 5 August 2025, adopted the following

## **DIGITAL WALLETS TERMS OF USE (Apple Pay and Google Pay)**

### **Introductory Provisions**

This document defines the terms of use of the Apple Pay and Google Pay Digital Wallets (hereinafter referred to as: Digital Wallets) at Universal Capital Bank for executing payment transactions via digital payment cards.

### **Expressions**

Digital Wallet is a mobile payment application provided by Apple (Apple Pay) or Google (Google Pay). It allows the Cardholder to register one or more payment cards issued by the Bank, which are converted into digital cards in order to initiate contactless and online payment transactions. Digital Wallets operate only on devices and operating systems defined by the Service Provider (Apple/Google).

Apple Pay is a service provided by Apple Inc. for contactless payments via iOS devices.

Google Pay is a service provided by Google LLC for contactless payments via Android devices.

A payment card is a physical debit, credit or prepaid card issued by Universal Capital Bank to the Cardholder, which enables the execution of payment transactions. By having it registered in the Digital Wallet, the payment card acquires its digital form, retaining the functionalities and rules of a physical card.

A digital card is a digital representation of a physical payment card, created in the Digital Wallet, which enables transactions and facilitates payments via NFC technology (by physically presenting the device to a POS terminal or online via applications and websites that support this type of payment).

Mobile device means a smartphone, smartwatch or other device compatible with Apple Pay or Google Pay applications, which the Cardholder uses to activate and use the Digital Wallet.

The Digital Wallet Service Provider (Service Provider) is a legal entity that provides the Digital Wallet service in which, based on a cooperation agreement with the Service Provider, the Bank enables the Cardholder to register one or more payment cards issued by the Bank.

## **Terms of Use of the Digital Wallet**

### **Activation and Use**

The Cardholder must have a Universal Capital Bank payment card that supports Apple Pay and/or Google Pay, as well as a compatible device.

The service is available only to those Cardholders who have a device and operating system compatible with the Digital Wallet (iOS for Apple Pay, Android for Google Pay).

The Cardholder activates the Digital Wallet directly via the Apple/Google platform in accordance with the terms of use that they accept upon installation.

The Cardholder accepts the terms of use of the Digital Wallet directly with Apple or Google. The Bank is not a contracting party to their relationship.

A payment card issued by the Bank can be registered as a digital card via the Digital Wallet application or through the Bank's mobile banking application.

By registering a payment card in the Digital Wallet, a digital card is created for which all conditions that apply to a payment card whose digital card is a digital representation are valid, and in accordance with the Framework Agreement on Issuance and Use of a Payment Card that the Cardholder concluded with the Bank.

During registration, the Cardholder consents to the transfer of basic card and identity data to the Service Provider.

By registering a card, a digital token (SUK) is created that is used to execute transactions.

### **Transaction Execution**

Transactions are initiated by holding a mobile phone near a contactless POS device or by choosing a card when making online payments.

During each payment, the Cardholder confirms transaction by authentication via a security mechanism device (PIN, password, fingerprint, facial recognition etc.).

For executed transactions, the Bank debits account connected with registered payment card in accordance with the terms of use for this card.

### **Multiple Cards**

A Cardholder can register multiple cards and choose which one would be used to make a payment. Default card used for payment can be changed in the Digital Wallet application.

### **Limitations and Termination of Use**

Should for any reason the Framework Agreement under which the Bank issued the payment card to the Cardholder be terminated, should the Cardholder cease to use the payment card or should

the Bank deny the Cardholder the right to use the payment card, the right to use the digital card shall also be terminated.

Termination of the Agreement with the Bank or card blocking shall automatically disable the use of the linked digital card.

In the case of regular card renewal, reactivation of the digital card in the Digital Wallet is not required (unless otherwise specified by the Bank).

In the event of failure to collect the payment card, the Bank reserves the right to disable the use of the digital card in the Digital Wallet.

Deleting the digital card from the Digital Wallet does not affect the ability to use the payment card, but the Cardholder remains responsible for all transactions made up to the moment of its deletion.

The Digital Wallet Service Provider reserves the right to disable the use of the digital card in accordance with its rules.

### **Card Blocking**

Blocking of a physical payment card shall also automatically block the digital card, but not vice versa.

The Bank may temporarily or permanently block a digital card and disable its use, due to suspected misuse, security reasons or expiry of the card.

The Bank shall notify the Cardholder of the intention and reasons for blocking the digital card before having it blocked, and at the latest immediately after blocking, unless providing such notification would be contrary to objectively justified security reasons or regulations.

The Bank shall re-enable the registration of the digital card where the reasons for blocking cease to exist.

Apple and Google reserve the right to independently limit or disable access to the service. In such a case, the Bank cannot and has no obligation to influence the Service Provider regarding the availability of the Digital Wallet to the Cardholder.

### **Termination or Change of Use**

The Cardholder can delete the card from the Digital Wallet at any time.

Changing the mobile device, resetting the device or deleting the application may require a new registration.

In the event of the card becoming invalid, the Bank may automatically replace the digital card with a new one (e.g. due to expiration or loss).

The Bank reserves the right to terminate support for Digital Wallets at any time, after having the Cardholder notified thereof in a timely manner.

Apple or Google may independently suspend or restrict access to the application.

### **Safety and responsibility**

The Cardholder shall use the device's security mechanisms conscientiously and they may not share them with third parties.

Authentication includes PIN, password, facial recognition, fingerprint - their setting and storage is the sole responsibility of the Cardholder. The Cardholder is obliged to regularly update security elements.

In the event of loss of the device or suspicion of misuse, the Cardholder must immediately notify the Bank.

All transactions initiated via the Digital Wallet shall be considered valid, unless theft, loss or misuse has been previously reported.

The Bank may not be held accountable for:

- unauthorised transactions resulting from improper use of the device;
- the operation of the Apple Pay/Google Pay application;
- any issues with the Cardholder's internet connection, operating system or device.

### **Fees**

The Bank does not charge an additional fee for using the Digital Wallet.

Apple and Google may apply fees for using their services in accordance with their own policies.

The Bank has no influence on the collection of fees by the Service Provider for the service it provides or by third parties that provide services related to that service.

The Cardholder shall bear the costs of data transfer under the contract with the mobile operator.

### **Personal Data Processing**

The Cardholder authorises the Bank to provide the Service Provider with the necessary data to create a digital card.

Apple and Google are independent data controllers and are responsible for processing in accordance with their privacy policies.

The Bank may not be held accountable for data processing after transfer.

### **Limitations of Liability**

The Bank may not be held accountable for errors in third-party applications, including Apple Pay and Google Pay, nor for the availability and quality of communication and internet services required to use the Digital Wallet.

Any dispute concerning goods/services purchased through the Digital Wallet shall be resolved exclusively with the Service Provider or through a complaint procedure.

### **Application and Amendment of the Terms**

The Bank may amend these Terms, and the amendments shall enter into force within the period specified during disclosure on the Bank's website.

Apple Pay and Apple are trademarks of Apple Inc., registered in the U.S. and other countries and regions.

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