

# General Terms and Conditions for the Use of Poslovni Bank@Net

## 1. Basic Information/Basic Terms

Poslovni Bank@Net is a method of performing Nova KBM banking services via the internet, which enables the user of Poslovni Bank@Net to perform fast and secure operations with the Bank. In compliance with the General Terms and Conditions for the Use of Poslovni Bank@Net, the user of Poslovni Bank@Net may perform the following services:

- access to the balance in the selected transaction account,
- overview and export of transactions in the selected transaction account,
- overview and export of bank statements in the selected transaction account,
- execution of domestic and cross-border payments,
- overview of received and executed domestic payments,
- overview of received and executed cross-border payments,
- overview and export of notices on received cross-border payments,
- overview and export of notices on executed cross-border payments,
- cash withdrawal announcement and cancellation of the cash withdrawal announcement,
- sending of orders for the purchase or sale of foreign currency,
- sending and receiving of messages,
- ordering and termination of receiving e-invoices (e-subscription-unsubscription),
- import and sending of files with e-invoices, SEPA mass payments and SEPA direct debits,
- overview of transactions by debit business cards and business cards with deferred payment,
- filling and emptying of the business pre-paid VISA card,
- sending of orders for opening and changing a letter of credit,
- overview and receiving of notices by different transaction type (deposits, loans, securities, MONETA, account, SEPA DB, other notices).

Payment orders may be performed in compliance with these General Terms and Conditions for the Use of Poslovni Bank@Net.

In the General Terms and Conditions for the Use of Poslovni Bank@Net, the following terms and abbreviations have been used:

- **bank password for a qualified digital certificate:** a combination of 8 characters specified by the user at the login to the application Poslovni Bank@Net using a qualified digital certificate. This password is used at every single login via a digital certificate to the application Poslovni Bank@Net and in signing the batches to be sent to the Bank;
- **Bank:** Nova Kreditna Banka Maribor, Ulica Vita Kraigherja 4, 2000 Maribor, Slovenia, SWIFT designation: KBMASI2X, [www.nkbm.si](http://www.nkbm.si), [info@nkbm.si](mailto:info@nkbm.si), registered with Maribor District Court, Reg. File No: 062/10924200, registration number: 5860580, VAT identification number: SI 94314527 (hereinafter: Bank)
- **bank recipient of the e-invoice:** the bank through which the e-invoice recipient receives e-invoices from their issuers, for which the recipient subscribed via Poslovni Bank@Net;

- **BS:** the abbreviation for Bank of Slovenia;
- **B2B scheme:** SEPA DB defines the rules, standards and procedures for the performance of SEPA direct debits, where both the payer and the payee are legal entities;
- **cross-border payment transaction:** a payment transaction between two Member States in any currency of Member States. Nova KBM performs non-cash transactions in the following Member State currencies: EUR, GBP, DKK, SEK, NOK, CHF (Liechtenstein), PLN, BGN, HUF, CZK, HRK and RON;
- **currency date:** the day the Bank approves or charges the account and which is taken into account in the calculation of interest;
- **business day:** the day on which the payer's or the payee's bank, which participates in the execution of the payment transaction, operates in such a manner that enables the execution of payment transactions to its user;
- **debtor:** a person with the obligation to make the payment;
- **domestic payment transaction:** a payment transaction within Slovenia in any currency of Member States. Nova KBM performs non-cash transactions in the following Member State currencies: EUR, GBP, DKK, SEK, NOK, CHF (Liechtenstein), PLN, BGN, HUF, CZK, HRK and RON;
- **other payment transaction:** a payment transaction within Slovenia or a payment transaction between two Member States in any third country currency or a payment transaction with a third country in any currency. Nova KBM performs non-cash transactions in the following Member State currencies: AUD, BAM, CAD, CHF, JPY, MKD, RSD, RUB, USD and RON;
- **company:** the term is used for companies and other legal persons which are considered "legal entities" under the valid legal order, i.e. legal entities under the civil and public law;
- **Member State:** a European Union Member State or a state signatory to the Agreement on the European Economic Area (hereinafter: EEA) (Official Gazette of the RS, No 1 of 3 January 1994, p. 3);
- **single-use password:** a randomly generated combination of 6 digits, which is changing and is valid only once;
- **unique identification code:** the number of the user's transaction account opened with the Bank or the number used in a payment transaction so as to identify the user and/or their payment account;
- **e-unsubscription:** an electronic form of unsubscribing from receiving e-invoices, which the bank of the e-invoice recipient submits to the e-invoice issuer;
- **e-return receipt:** a notice on received/rejected e-subscription/e-unsubscription or e-invoice. This document is not mandatory in the e-invoice system. Receiving of e-return receipts depends on whether the issuer/user submitted an e-return receipt;
- **e-subscription:** an electronic form of subscribing to receiving e-invoices, which the bank of the e-invoice recipient submits to the e-invoice issuer;



- **e-invoice:** an electronically issued invoice in compliance with the applicable legal regulation. An e-invoice is an equivalent replacement for the paper invoice, which the invoice issuer submits to the invoice recipient for services performed, goods issued, etc.; **identification card:** an identification and security instrument to assist with identification of the user upon their login for the performance of Poslovni Bank@Net services. The identification card creates a changing **single-use password** (code), which ensures a secure identification of the user when performing services;
- **holder:** a Nova KBM account holder;
- **internal payment order:** a payment order issued in favour of transaction accounts and other accounts with Nova KBM d.d.;
- **e-invoice issuer:** a subject that issues an e-invoice and has concluded a business relationship with the e-invoice recipient;
- **credit payment:** a payment service where the payer initiates the execution of an individual payment transaction or several payment transactions, including a payment order, a standing order and a SEPA mass payment;
- **cover:** the sum of positive balance of the transaction account (in the domestic or foreign currencies) and the overdraft approved for the account;
- **qualified digital certificate:** an identification and security instrument to assist you with the identification when you log on to perform Poslovni Bank@Net services. A qualified digital certificate ensures secure identification of the user of Poslovni Bank@Net when performing services;
- **SEPA mass payment:** a group (batch) of SEPA payment orders which is charged to the payer's account in the total amount of the batch and which approves several accounts or one or several payees in a Member State;
- **inbox:** a tab within the Poslovni Bank@Net application, which enables import and sending of files with e-invoices, SEPA mass payments and SEPA direct debits, opening and changing a letter of credit, filling and emptying of the business pre-paid VISA card, receiving of e-invoices, notices regarding marketing campaigns and new products and services as well as other notices by different transaction type (MONETA, deposits, loans, cards, securities, etc.);
- **batch:** a file which may contain a group of payment orders or a file with e-invoices, SEPA direct debits or SEPA mass payments;
- **PBN:** the abbreviation for Poslovni Bank@Net – electronic banking for companies;
- **PIN:** a personal identification number which is a sequence of 4 characters determined by the Bank;
- **payment service** includes: cash deposit to a transaction account, cash withdrawal from a transaction account, execution of payment transactions credited and debited on a transaction account, execution of payment transactions of which funds are covered by a credit line to the user; the payment services referred to in the previous paragraph also include execution of payment transactions by direct debits, payment cards or similar devices, or credit payments;
- **payment transaction:** an act initiated by a payer or a payee of depositing, transferring or withdrawing funds, at which the execution of the payment transaction through the bank is independent from the basic obligations between the payer and the payee;
- **payment instrument:** any device or set of procedures or both agreed upon the user and their bank that is bound by this user and used by the user in order to initiate a payment order (for example payment cards, electronic banking);
- **payment order:** an instruction by the payer or the payee to the payer's bank requesting the execution of a payment transaction;
- **payer:** a legal entity or a natural person who initiates a payment transaction by issuing a payment order or providing consent to the execution of a payment order issued by the payee;
- **sole trader:** a natural person who independently performs an activity with a view of profit within an organised company;
- **signatory:** the person who is authorised by the payer and has the right to dispose of the funds in the selected payment account;
- **authorised person:** a natural person who is authorised to dispose of the funds in the bank accounts of other persons;
- **Poslovni Bank@Net:** electronic banking for companies;
- **consumer:** a natural person who enters into agreements on payment services for the purposes outside the scope of their commercial or professional activity;
- **firewall:** on the internet the name for a security device separating the external part of the network (internet) from the internal part of the Bank's network (intranet), preventing unauthorised data access;
- **e-invoice recipient:** a natural person or legal entity who is the intended recipient of the e-invoice and has concluded a business relationship with the e-invoice issuer;
- **payee:** a natural person or a legal entity who is the intended recipient of funds that were the subject of a payment transaction;
- **application form:** a statement on the intention to perform services via Poslovni Bank@Net;
- **available account balance:** the account balance increased by the approved overdraft in the domestic currency less any other liabilities arising from the account transactions (e.g. reservation of funds, payment orders in a queue for the current date);
- **reference exchange rate:** the exchange rate which is used as the basis to calculate any currency exchange and which is made available by the Bank or comes from a publicly available independent source;
- **reference interest rate:** the interest rate which is used as the basis to calculate interest and comes from a publicly available independent source and which can be verified by both parties;
- **payment reference:** a combination of digits used for the identification and recording of payments and for correct direction of payment to the payee;
- **SEPA direct debit (SEPA DB):** a payment service used to settle the payer's obligations to the payee in a Member State by directly debiting the payer's payment account;
- **consent for the execution of a payment transaction:** a submission of a paper or electronic payment order by the user to the bank or submission of an authorisation for the execution of a payment transaction by the user in the case of a payment transaction initiated by the payee;
- **General Terms and Conditions:** are an integral part of the agreement between the Bank and the user of the banking services;

- **funds:** funds deposited in the holder's transaction account with the Bank;
- **TA balance:** difference between the transactions credited and debited to a TA as of the date of the TA balance;
- **TA:** the abbreviation for the transaction account opened and maintained by the bank for the account holder; TA is used for the execution of payment transactions and other purposes related to the performance of banking services;
- **third country:** a state that is not a Member State;
- **user:** a user of Poslovni Bank@Net services who was authorised by the account holder or the legal representative of a legal entity;
- **user name:** a selected sequence of characters determined by the Bank, which does not change;
- **legal representative:** a representative of the company, who was appointed by law or articles of association. Legal entities other than companies but entered in appropriate register have their provisions about legal representatives stated in the statute or other appropriate regulations or in the articles of association;
- **private person:** a natural person, e.g. a notary, doctor, attorney at law, farmer and similar, who is not a sole trader and who independently performs a certain activity as their profession;
- **ZPlaSS:** the abbreviation used herein for the Payment Services and Systems Act including all amendments.

## 2. Introductory Provisions

The General Terms and Conditions for the Use of Poslovni Bank@Net determine the conditions and the method of approval to perform operations via Poslovni Bank@Net, the powers and obligations of both the Bank and the customer as well as the conditions and the method of performing individual services (access to account balance and transactions, use of funds in the holder's accounts with the Bank, submission of various orders, messages, etc.).

The General Terms and Conditions are intended for the account holder and their authorised users.

Poslovni Bank@Net may be used by companies (hereinafter: account holders) which have concluded the Agreement on Opening a Transaction Account with Nova KBM d.d.

A user of Poslovni Bank@Net may become any natural person legally capable to contract who is appointed by the account holder or the company's legal representative in accordance with the powers and in line with the applicable regulations and the related company documents.

The Bank is not liable for any breaches of powers within the company and for actions against any of their restrictions.

The account holder may obtain detailed information from the bank assistant.

The Poslovni Bank@Net system differentiates between the following user levels:

- recorders,
- signatories,
- collective signatories.

The recorder prepares payment orders and creates a payment order batch; however, they cannot send the batches to be processed by the Bank. This can only be done by a signatory.

The signatory sends the batches to be processed by the Bank. The signatory may also prepare payment orders and create a payment order batch.

The collective signatory can partly sign or co-sign a payment order batch. A payment order batch is sent for processing if it was signed or co-signed by a sufficient number of collective signatories.

The account holder must define a particular user level in the power of attorney.

In the case of any errors or defects in the functioning of Poslovni Bank@Net, the user should contact the bank assistant in order to eliminate the errors or malfunctions.

## 3. Approval of the Use of Poslovni Bank@Net

### 3.1 Conditions for the Approval of Use of Poslovni Bank@Net

The use of Poslovni Bank@Net may be requested by an account holder who has concluded the Agreement on Opening a Transaction Account with Nova KBM d.d.

The application form and all powers of attorney are to be completed and submitted to the branch which maintains the holder's transaction account.

The Bank approves the use of Poslovni Bank@Net on the basis of the Rules on the Use of Nova KBM Poslovni Bank@Net.

The Bank shall decide whether to approve the use of Poslovni Bank@Net or not. The Bank reserves the right to reject the application without any explanation. If the use of Poslovni Bank@Net is approved, the Bank shall assign to the user security elements that enable them to safely perform the services via Poslovni Bank@Net.

### 3.2 Procedures for the Approval of Use of Poslovni Bank@Net and Power of Attorney

The company's legal representative must submit a fully completed and signed application form, including all powers of attorney, to the Bank's branch which maintains the holder's transaction account. The Bank shall inform in writing the company's legal representative and the users of Poslovni Bank@Net about its decision within seven days after the submission of complete documents.

In the case that the use of Poslovni Bank@Net was rejected, the head of the branch or their authorised assistant shall inform thereof the company's legal representative in writing within seven days after the submission of complete documents.

The company's legal representative may authorise one or several natural persons to perform the services in the transaction account via Poslovni Bank@Net by a written power of attorney, based on which the services on behalf and for the account of the company may be performed. In assigning the authorisations, the company's legal representative shall take into account the instructions prescribed by the Bank.

If the natural person is employed with another company which performs accounting services for the first company – account holder, the power of attorney shall also contain data on the company in which the natural person is employed.

The authorised person becomes a user of Poslovni Bank@Net. All powers of attorney must be in writing and signed in person. If the Bank has reasonable doubt about the authenticity and validity of a power of attorney, it may request a new one and, in exceptional cases, also certification of the power of attorney by a notary public.

The authorised person may only be a natural person. Also in the case of legal entities, e.g. accounting services, the power of

attorney refers only to a specific natural person and is not transferable.

The company's legal representative shall define in the application form whether the authorised person is authorised only for recording payment orders and batches or also for signing them, with respect to the role defined in Section 2: Introductory Provisions herein.

The user – authorised person may perform these services strictly within the limits of the power of attorney, the General Terms and Conditions and the applicable legislation.

The power of attorney for the performance of services that was submitted via Poslovni Bank@Net shall apply only to the performance of services via Poslovni Bank@Net. The authorised person may not transfer their authorisation to other persons and may not change any conditions or limitations of their authorisation.

The power of attorney shall be valid until it is revoked or until the expiry of the period for which it has been granted. In any case the validity of the power shall expire upon the death of the authorised person and if the holder's account has been closed. The Bank shall consider the revocation of the power valid provided that the company's legal representative revokes the power in a written and appropriately signed letter or via a message in Poslovni Bank@Net.

If the company's legal representative revokes the power of attorney for using the Poslovni Bank@Net and if the authorised person has other valid authorisations for using the funds in the transaction account, the company's legal representative must confirm the revocation on the next business day at the latest by signing it in person in the branch that maintains the transaction account for which the authorised person is still authorised.

For the use of Poslovni Bank@Net, the user shall receive in the Bank's branch the following:

- an envelope containing the user name and PIN
- an envelope containing the SecurID identification card

When the user accepts the above-mentioned items, they sign a document of acceptance.

By signing the authorisation for the performance of services in transaction account via PBN, the company's legal representative allows the Poslovni Bank@Net user to use the identification card and other security elements also for performing other forms of electronic transactions with the Bank (e.g. Bank@Net for natural persons). The identification card is the Bank's property, the user uses it against a fee determined in the Price List of Services for Private Persons, Sole Traders and Legal Entities. The identification card is linked to a particular natural person – user of electronic banking and not to the company. If the Poslovni Bank@Net user is already using a SecurID identification card for other Nova KBM applications, the Bank shall not issue a new card. The sharing of costs for the card is determined by the authorised person and account holder in compliance with the authorisations and company documents.

### **3.3 Procedures for Obtaining Authorisation for the Use of Poslovni Bank@Net with a Qualified Digital Certificate**

In electronic banking operations with Poslovni Bank@Net, Nova KBM d.d. ensures the use of qualified digital certificates of the following certification authorities:

- SIGEN-CA,
- PostarCA,

- Halcom CA.

Qualified digital certificates in electronic banking, accepted by Nova KBM d.d., are equivalent to a personal signature and have the same effects and probative value as stipulated in Article 15 of the Electronic Commerce and Electronic Signature Act (ZEPEP – Official Gazette of the RS, No 98/2004, including amendments).

The user shall obtain a qualified digital certificate from a certification authority in compliance with the applicable policy for the issue of qualified digital certificates of an individual certification authority.

The user who has obtained a qualified digital certificate from the certification authorities (SIGEN-CA, PostarCA, Halcom CA), the use of which is allowed by the Bank in electronic operations for companies, may use this certificate also in electronic banking for companies. For the use of a qualified digital certificate, it is necessary:

- to fill out an appropriate power of attorney for the performance of services in the transaction account via Poslovni Bank@Net,
- to register the qualified digital certificate in the electronic banking system for companies.

## **4. Use of Poslovni Bank@Net**

### **4.1 The Login Procedure**

When signing in to Poslovni Bank@Net, the user shall enter the appropriate passwords in line with the provisions and instructions received from the Bank.

### **4.2 Execution of Payment Orders**

Payment is a procedure in which the user, after signing in to Poslovni Bank@Net, submits a request for the performance of a service and checking of the data. Payment via Poslovni Bank@Net is equivalent to a written request or order made in the Bank's branch.

Electronic payment orders submitted to the Bank by the account holder or authorised persons must be filled out in compliance with the standards governing payment transactions. These standards are defined in user instructions. The account holder is liable for the accuracy and completeness of the data in the payment order. The orders with a settlement date in the past and any incorrectly or incompletely filled-in orders are rejected by the Bank. The Poslovni Bank@Net user sees rejected orders in the rejected orders status in the Poslovni Bank@Net application. The rejected orders have not been received by the Bank for execution, which in turn has no obligation in this respect to the account holder or user.

A payment order must be filled in so as to be settled on the same or on a later date (it does not have to be a business day). Correctly filled-in orders shall be received by the bank every day, and they shall be settled in accordance with the rules governing payment transactions. Payment orders shall be settled (directed to payment systems) on the same date in compliance with the terms and conditions set out in Section 6 herein provided that there is sufficient cover in the account, the account is not frozen and the orders have been correctly and completely filled out and sent to the Bank in line with the schedule for the execution of payment transactions in Nova KBM d.d.

If the payment order is submitted too late, if there is no sufficient cover or if the account is frozen, the Bank will settle the payment order on the next business day provided that there

is sufficient cover in the account, including any reservations, and that the account is not frozen.

Domestic payment orders in EUR in domestic payment transactions, for which there is no sufficient cover, shall be placed in a queue of payment orders to be debited to the holder's account. The payment orders with an overdue payment date are settled within the limits of the available cover based on the entered priorities, while those with the same priorities are settled on the basis of the FIFO method (first entered, first settled). The first order for which there is no sufficient cover shall withhold the execution of payment orders until sufficient cover is provided in the holder's account.

The account holder may reverse (cancel) a payment order:

- at the bank counter, on the basis of a written request, or
- via Poslovni Bank@Net by sending a request to cancel a payment order (applies only to domestic payments in the PBN application).

Reversal (cancellation of order) is possible only until the moment the payment order is transferred to the receiving payment systems, which can be checked with a bank assistant or by sending a request to cancel a payment order via Poslovni Bank@Net.

**PAYMENT SETTLEMENT SCHEDULES** are published on the Nova KBM's website – [www.nkbm.si](http://www.nkbm.si).

The payment orders – cross-border payment transactions for which there is no sufficient cover will be rejected.

As a rule, bank statements are created after 6 PM on each business day of the Bank or after the business day has ended. Incoming payments received after this hour and outgoing payments from the transaction account shall appear on the statement on the next business day of the Bank.

The Bank shall not be liable for any direct, indirect and resulting damage as a consequence of settlement of forged payment orders or payment orders changed in any other way.

### 4.3 Limitations in Sending the Files Containing E-Invoices

The limitations in sending the files containing e-invoices are as follows:

- an individual e-invoice (an e-invoice including all enclosures – a compressed file) must not exceed 2 MB.

## 5. User Obligations

In their operation, the user undertakes to adhere to these General Terms and Conditions and any other instructions submitted to the user by the Bank or published on the Bank's website as well as all valid legislation.

Furthermore, the user undertakes to regularly monitor the transactions on the main and secondary accounts and to execute transactions only in the amount of the account balance or the approved overdraft in line with the agreement and regulations applying to the account for which the user may perform the services via Poslovni Bank@Net.

The user agrees that the authorisation combination consisting of a user name, PIN and a single-use password, generated by the identification card, is equivalent to their personal signature, and the user allows to use it as their personal signature with all their operations carried out via Nova KBM's electronic banking.

The user undertakes to carefully protect their user name, PIN and identification card and not to communicate or give them to any other unauthorised person (the same applies to the qualified digital certificate). The user or account holder shall be solely responsible for any damage because of abuse resulting from non-compliance with instructions and regulations.

Immediately or as soon as the user becomes aware of the loss of theft of their identification card, they are required to inform the Bank or the electronic banking administrator thereof by calling the phone number 02 229 2760 or by sending an e-mail to [bankanet@nkbm.si](mailto:bankanet@nkbm.si). The Bank receives reports from Monday to Friday between 7 AM and 10 PM. Reports sent by e-mail shall be resolved during the same period. The use of Poslovni Bank@Net is frozen within 120 minutes after receiving the report. The receipt of the report is the time when Poslovni Bank@Net administrator receives the phone call or reads the message sent by e-mail. The Bank shall not assume any financial or other responsibility for the damage resulting from theft, damage or loss of the identification card and other irregularities before the use of Poslovni Bank@Net is frozen.

The costs for the issue of a new card in the case of loss, theft, damage, etc. shall be covered by the party that covered the costs of the newly issued card (the user or account holder – company) in line with the valid Nova KBM Price List of Services for Private Persons, Sole Traders and Legal Entities. The account holder and the Poslovni Bank@Net user shall agree on how to cover the costs for the card in compliance with the authorisations and company documents.

Moreover, the user undertakes to immediately inform the Bank of all errors or irregularities which may be a result of incorrect operation or suspicion of abuse of financial transactions via Poslovni Bank@Net.

The Bank shall not assume any responsibility for the damage resulting from incorrect and unforeseeable actions of the user.

If the SecurID identification card is not used for over two months, a desynchronisation of the card with the Bank's server may occur, which means that the user may not log on to the Poslovni Bank@Net system. In this case, the user must inform the electronic banking administrator, who shall synchronise the card.

## 6. Account Holder Obligations

The account holder undertakes to inform the branch that maintains their transaction account of any changes that affect the transaction account operation and the use of Poslovni Bank@Net within 15 business days at the latest.

The e-invoice recipient undertakes to inform the e-invoice issuer of all changes relating to e-invoice receiving.

## 7. Bank Obligations

The Bank undertakes to settle payments in compliance with these General Terms and Conditions and the regulations governing banking operations as well as in compliance with other conditions and agreements concluded between the company and the Bank for opening and maintaining accounts.

The Bank shall settle only those payments for which correct and complete data were entered by the user. Each individual payment is settled only if:

- at the time of receipt the account balance is positive or within overdraft limits,
- after payment settlement the balance does not turn into unallowed negative balance,
- the payment is in compliance with the existing legislation and regulations.

The Bank shall not be responsible for any disruptions and breakdowns in telecommunication networks, for errors or damage occurred during the data transfer via telecommunication networks, or for unavailable access (for various reasons) to Nova KBM electronic banking. Furthermore, the Bank shall not be responsible for any errors due to irregularities in the user's computer system.

The Bank shall not be liable for the damage occurred as a result of incorrect actions or incorrect data entry by the user in Poslovni Bank@Net.

The Bank's liability for potential damage shall be limited only to ordinary damage. The Bank shall not be liable for any damage arising from lost profits or for non-pecuniary damage.

The Bank shall notify the user of any software upgrade or regulation of operations via modern sales channels using the usual means of communication specific to the electronic banking. The Bank shall only be responsible for the data which is available and when it is available on the Bank's server.

The Bank undertakes to deliver the e-invoice to the e-invoice recipient and to send the bank of the e-invoice issuer feedback on its delivery or non-delivery to the recipient. The Bank shall only forward the e-invoice to its recipient and shall not be responsible for its content.

The Bank shall reject or not deliver the e-invoice to its recipient if:

- the e-invoice recipient has no open transaction account with the Bank,
- the e-invoice recipient does not use electronic banking,
- the e-invoice has not been issued in line with the Rules on E-Invoice Exchange published on the Bank Association of Slovenia's website.

## 8. Fees and Commissions for Services Performed

The costs in connection with Poslovni Bank@Net are defined in the Price List of Services for Private Persons, Sole Traders and Legal Entities.

## 9. Complaints

The company may file a complaint with respect to the payments settled or funds transferred via Poslovni Bank@Net in writing, by e-mail or via the Poslovni Bank@Net application, after receiving a bank statement for the transaction account and immediately after an irregularity was found, but within eight (8) days after receiving a bank statement.

Any complaints arising from the content of an e-invoice shall be resolved by the e-invoice recipient directly with the e-invoice issuer. The Bank shall not resolve such complaints. If a complaint

is of a technical nature, it shall be resolved by the bank recipient of the e-invoice.

The Bank is obligated to resolve every complaint in the shortest possible time depending on the content and complexity of the issue, however no later than seven (7) days after receiving the complaint, and to inform the user about the outcome. In the case the Bank will need to obtain information necessary for resolving the complaint also from other sources, the deadline for resolving the complaint may be longer.

## 10. Fall-back Operation Methods in Case of Poslovni Bank@Net Malfunctioning

In the case of errors or malfunctioning of the Poslovni Bank@Net system, its user may use the following fall-back methods:

1. In the case of malfunctioning of the application or servers, the users and account holders with access to the Poslovni Bank@Net application may bring their payment orders to the Bank's nearest branch;
2. In the case of disruptions or breakdowns in telecommunication networks, on which the Bank has no influence, the users may bring their payment orders to the Bank's nearest branch.

## 11. Termination of the Use of Poslovni Bank@Net

The account holder may terminate the use of Poslovni Bank@Net in writing by submitting a request in the branch that maintains their account for the performance of services via Poslovni Bank@Net. The termination shall enter into force within 120 minutes after submitting the written request, if it was submitted during the Bank's working hours (except Saturday and Sunday). Prior to the termination of the use of Poslovni Bank@Net, the user is obligated to settle all overdue liabilities incurred in the use of Poslovni Bank@Net.

In the case of termination of the use of Poslovni Bank@Net, the user is required to return the identification card, except if the identification card is used to access other Nova KBM electronic banking applications.

The Bank may unilaterally terminate the use of Poslovni Bank@Net within the general two-month notice period.

Irrespective of the above, the Bank may terminate the use of Poslovni Bank@Net with immediate effect if it is established that:

- The user acted contrary to the provisions governing the transaction account, these General Terms and Conditions, the General Terms and Conditions for the Performance of Payment Services and the applicable regulations;
  - The user abused the rights or breached operations via Poslovni Bank@Net;
  - The main transaction account has been terminated;
  - The company's legal representative or the authorised representative has died or lost their capacity to contract;
  - Bankruptcy proceedings were initiated against the company;
- and in all cases when there are reasons for termination on the basis of a court or administrative decision or the existing legislation.

In these cases, the user is also obligated to return the identification card. The user and company's legal representative shall be informed in writing about the termination of the use of Poslovni Bank@Net. The Bank may recover any expenses incurred by it in compliance with the Agreement on Opening and Maintaining a Transaction Account.

## 12. Data Protection

The information and data relating to the use of Poslovni Bank@Net are confidential. The Bank shall use and keep the collected data in compliance with the applicable legislation and shall communicate them to a third party only at the user's request, at a specific written request of the court and in other cases as provided by the applicable legislation.

The Poslovni Bank@Net user expressly authorises the Bank to conduct an inquiry of their personal and other data, movable and immovable property, receivables, holdings, shares and other securities, numbers of accounts with other banks and payment institutions as well as other assets, place of residence, personal identification number (EMŠO) and other personal data, tax number and other data available at database managers, if the Bank does not have them but they are required in order to achieve the purpose of these General Terms and Conditions. The user expressly authorises the database managers to submit these data to the Bank.

## 13. Final Provisions

The integral parts of these General Terms and Conditions are as follows:

- General Terms and Conditions for Payment Services of Legal Entities and Private Persons,
- Schedule of the Bank for the Execution of Payment Transactions for Legal Entities and Private Persons,
- an extract of the Price List of Services for Private Persons, Sole Traders and Legal Entities.

The integral parts of these General Terms and Conditions are published on the Bank's website [www.nkbm.si](http://www.nkbm.si).

The user accepts the respective General Terms and Conditions for the Use of Poslovni Bank@Net published on the Bank's website [www.nkbm.si](http://www.nkbm.si) (or in another form typical in the banking business), which constitute an integral part of the application form. By signing the application form or the power of attorney, the user confirms that they are informed about and agree with these General Terms and Conditions.

If the Bank changed these General Terms and Conditions, it is obliged to inform the user two months prior to their entry into force by sending them a draft amendment to the General Terms and Conditions. The Bank shall inform in electronic form those users who perform operations with the Bank electronically, whereas other users will be informed by mail, also by bank statements or in another form typical in the banking business.

If the user does not agree with the amendment to the General Terms and Conditions, they may without any notice period and fee payment withdraw from the agreement concluded on the basis of these General Terms and Conditions. The withdrawal from the agreement must be communicated by the user at least one day prior to the day of entry into force of the amendment. If the user does not communicate to the Bank their non-agreement with the amendment, it shall be deemed that they agree with the amendment. If the user rejects the draft

amendment and does not terminate the agreement, it shall be deemed that the Bank terminated the agreement with a two-month notice period starting on the day the notice regarding the amendment was sent.

The rights and obligations of the user after the amendment to the General Terms and Conditions shall start on the day determined for the entry into force of this amendment and when they are published on the Bank's website or in another

form typical in the banking business, if the user did not terminate the use of Poslovni Bank@Net within the period referred to in the previous paragraph.

If the applicant for Poslovni Bank@Net withdraws from the application in the period from the approval day to the day of issue of the identification card, they must reimburse the Bank any costs incurred by it in compliance with the Price List of Services for Private Persons, Sole Traders and Legal Entities.

Any disputes and misunderstandings between the user and the Bank shall be resolved amicably. Should amicable settlement not be possible, the dispute or misunderstanding shall be resolved by the competent court in Maribor.

The service is exempt from the payment of VAT in compliance with point 4.c of Article 44 of the Value Added Tax Act (ZDDV-1).

These General Terms and Conditions shall be applied as of 01 February 2017.

Nova KBM