

GENERAL TERMS AND CONDITIONS FOR “SECURITY SMS MESSAGE” SERVICE FOR LEGAL ENTITIES, ENTREPRENEURS AND INDEPENDENT PROFESSIONAL OCCUPATIONS

I. Definitions

Individual terms specified in these General Terms and Conditions – “Security SMS Message” for corporate card (hereinafter referred to as: the General Terms and Conditions) shall have the following meaning:

- (1) **The Issuer** of General Terms and Conditions shall be UniCredit Banka Slovenija d.d., Ameriška ulica 2, 1000 Ljubljana, Slovenia, Swift designation BACXSI22, info@unicreditgroup.si, registered with the District Court of Ljubljana, commercial register number 1/10521/00, registration number 5446546 (hereinafter referred to as: the Bank). The Bank appears on the list of banks and savings banks, which have been granted a permit by the Bank of Slovenia to perform payment services. It is also published on the website of the Bank of Slovenia;
- (2) **Member State** shall be a member state of the European Union or a signatory party of the EEA Agreement (the Official Gazette of the Republic of Slovenia No. 1 dated January 3 1994, page 3);
- (3) **Non-Member State** shall mean a country that is not a Member State under item 2 of this paragraph;
- (4) **The User** shall be an Independent Professional Occupation, an Entrepreneur or a Legal Entity, who is represented by a statutory representative or an authorized person, and who uses payment services as the Payer, the Recipient of payment or both and who concludes the Agreement with the Bank on keeping a transaction account (for Corporate Visa payment card also Agreement on operations with corporate Visa payment card) and submits the Application “Security SMS message” service for Maestro corporate card and/or Business Debit Mastercard and/or corporate Visa payment card (hereinafter referred to as: the Application);
- (5) **Independent Professional Occupation** shall be a private individual, who is not an Entrepreneur and who is conducting a certain independent activity such as a notary, doctor, lawyer, farmer and similar;
- (6) **Entrepreneur** shall be a private individual, who is conducting a certain gainful activity on the market within the framework of an organized company;
- (7) **Card holder** shall be a person authorized by the User to use the Maestro corporate card and/or Business Debit Mastercard and/or corporate Visa payment card.

II. In general

- (1) By means of these General Terms and Conditions, the Bank shall define terms of conducting transactions with the “Security SMS Message” service, remunerations and costs of the User and the Card holder of the Maestro corporate card and/or Business Debit Mastercard and/or corporate Visa payment card (hereinafter referred to as: the Card), responsibilities of the Bank, the User and the Card holder, complaints and validity of these General Terms and Conditions.
- (2) The Bank shall enable Card holders the use of the “Security SMS Message” service. The “Security SMS Message” shall enable the Card holder receiving of SMS messages on purchases made via EFT POS terminals, the Internet as well as on cash withdrawals on ATMs in Slovenia and abroad in all cases when an on-line authorization has been carried out to make a purchase. Using corporate Visa payment card the “Security SMS Message” shall enable the Card holder receiving of SMS messages also with purchases made via phone. “Security SMS Message” shall be sent to a selected phone number of a cell phone to the extent and in accordance with the price tariff the User has chosen. In addition to notifying the Card holder of conducted transactions with

the Card, the “Security SMS Message” service shall mainly be intended for early detection of card abuse. If the Card holder receives a notification about a transaction he has not conducted himself, he may take appropriate measures by notifying the Bank or its process center, which then blocks the Card and thus reduces damage the abuse may have caused.

III. Protection of personal data and confidential information

- (1) The Bank is the controller of personal and other confidential data of the User and Card holder, which is acquired in establishing a business relationship and continued operation with the User and Card holder.
- (2) For the purpose of performing mutual contractual relations and the purposes of marketing, the Bank processes, keeps, transmits and protects personal and other confidential data in accordance with the law governing the protection of personal data, the EU General Data Protection Regulation (Regulation (EU) 2016/679-GDPR), the law governing banking, the law governing commercial companies and other regulations relating to the protection of personal and confidential data and business secret and in accordance with its internal acts.
- (3) More detailed information, the rights of individuals relating to the processing of personal data and contact details are set out in the General Information on the Processing of Personal Data. General Information on the Processing of Personal Data in force at the relevant times is available at the Bank’s premises and on its website (www.unicreditbank.si).

IV. Conditions for use of the “Security SMS message” service

- (1) The User, who wishes to acquire a right for the use of the “Security SMS Message” service for the Card holders, whom he has named in the Application for the issue of Maestro corporate card and/or Business Debit Mastercard and/or corporate Visa payment card, shall comply with the following conditions:
 - To have a transaction account with the Bank,
 - To fill out the Application correctly and in whole.
- (2) In addition to the above stated conditions, the Card holder shall comply with the following conditions to acquire the “Security SMS Message” service:
 - To have a concluded and valid subscription relationship with a Slovenian operator of mobile telephony or be a user of a pre-paid system of a Slovenian operator of mobile telephony.
 - To acquire a written consent of the User.

V. Approval for use of the “Security SMS message” service

- (1) The User shall submit to the Bank a completed Application for the use of the “Security SMS Message” service. The User shall also provide to the Bank all the necessary data on an individual Card holder, whom he has named in the Application, and select criteria for sending SMS messages between the following tariff plans:

	Package 1	Package 2	Package 3
	domestic and abroad		
Notification on purchases at a POS terminal	every purchase	over 50 EUR	over 100 EUR
Notification on ATM cash withdrawal	every withdrawal	over 50 EUR	over 100 EUR
Notification on purchases with card over the phone, internet	every purchase	every purchase	every purchase
Notification on purchase cancellation	every purchase	every purchase	every purchase

- (2) The User and the Card holder shall be held responsible for all data, which they have submitted to the Bank, to be correct and true.

VI. Responsibility of the User and the Card holder

- (1) The User and the Card holder shall undertake to:
- Conduct their transactions in accordance with these General Terms and Conditions;
 - Notify the Bank in writing about each change referring to personal data of the Card holder, a change or cancellation of the phone number of the Card holder's cell phone, and other relevant data referring to conducting transactions with the Card and the use of the "Security SMS Message" service immediately or not later than within 5 days after the occurrence of the change. The Bank shall not be held responsible for the damage incurred due to non-compliance with obligations with regard to informing the Bank about changes;
 - Immediately notify the Bank about Card theft and/or loss of the cell phone and/or the SIM card, and adequately govern relations concerning further use of the "Security SMS Message" service at the Bank.

VII. Responsibility of the Bank

- (1) The Bank shall undertake to:
- Send the Card holder data on conducted transactions in accordance with selected criteria excluding the cases of force majeure and reasons which would appear on the side of the company implementing data distribution;
 - Notify the User about each change or supplement to these General Terms and Conditions in a usual way.
- (2) The Bank shall endeavor for the service to be available at all times, but it shall not be held responsible in a case where a "Security SMS Message" is delivered with a time-lag as well as in the case where it is not delivered at all because the Card holder and/or the mobile network are unavailable for a longer period of time.

VIII. Remunerations

- (1) The User shall be obliged to settle his liabilities incurred by his use of the "Security SMS Message" service in time and in accordance with these Terms and Conditions.
- (2) The User shall be charged a monthly remuneration for the use of the "Security SMS Message" service by each Card holder the User has named in his Application in accordance with applicable tariff of the Bank, which shall charge the User's suitable account for it.
- (3) The remuneration shall be charged on a monthly basis and if the service is active for at least a day per month and not whether any of transactions have been made with the Card or irrespective of the number of sent SMS messages.

IX. Expiration of entitlement to use the "Security SMS message" service

- (1) The Bank may cancel the "Security SMS Message" service at any time without prior announcement and without notice if provisions of these General Terms and Conditions are not complied with, at the time of cancellation of the User's transaction account, in case of the Card holder's death or loss of capacity to exercise rights, on expiry of the User's or the Card holder's right to use the Card, in case of incorrect transactions of the Card holder, or at its discretion.
- (2) The User may cancel the "Security SMS Message" service at any time and without the consent of the Card holder by filling out the Application, which is available in the Bank's business units.
- (3) The Card holder shall need the User's consent for cancellation of the "Security SMS Message" service.

X. Amicable Settlement of Disputes

- (1) The User and the Bank shall resolve any disputes, disagreements or complaints with regard to supplying of services consensually in accordance with these General Terms and Conditions.
- (2) The User may deliver his complaint relating to a performed service of the Bank in person, or he may send it by post to the address of the Bank or via the Bank's website. The Bank shall render a decision on the complaint within the time-limit of maximum 30 days after it has collected entire documentation. The Bank shall send its decision on the complaint in written form to the address of the User.
- (3) At any time, the User shall have the right to bring an action to resolve the dispute between him and the Bank to court of competent jurisdiction.
- (4) Court of proper jurisdiction shall have jurisdiction to solve all prospective disputes, which may arise pursuant to these General Terms and Conditions and which the User and the Bank may not be able to solve consensually.

XI. Preliminary and Final Provisions

- (1) Applicable General Terms and Conditions shall be published on the Bank's website and in all its business units.
- (2) These General Terms and Conditions shall form a part of the Application "Security SMS Message" service for legal entities, entrepreneurs and independent professional occupations, which has been signed by the Bank and the User. By signing the Application, the User shall confirm that he has been presented with these Terms and Conditions, that he entirely agrees to them and that he has presented them to all Card holders he has named in the Application.
- (3) The Bank, the User and the Card holder shall agree to mutually recognize validity of electronic messages in court.
- (4) The User shall have the right to require a copy of General Terms and Conditions in paper form or other permanent data carrier at any time.
- (5) The law of the Republic of Slovenia shall apply for provision of services in accordance with these General Terms and Conditions and for their interpretation.
- (6) These General Terms and Conditions are a translation of the General Terms and Conditions in the Slovenian language.
- (7) These General Terms and Conditions shall apply as from April 1 2021.