

## **GENERAL TERMS AND CONDITIONS FOR THE LEASE AND USE OF POS TERMINALS AND ACCEPTANCE OF PAYMENT CARDS AND 'FLIK' PAYMENTS AT POINTS OF SALE**

### **I) DEFINITIONS**

With the General Terms and Conditions on lease and use of POS terminals and acceptance of payment cards at points of sale (*hereinafter: **General terms and conditions***), UniCredit Banka Slovenija d.d. regulates the conditions on lease and use of POS terminals and acceptance of payment cards and Flik payments at the point of sale of the Business Partner, with whom they have concluded an Agreement on lease and use of POS terminals and acceptance of payment cards and Flik payments at points of sale.

The individual terms used in the General Terms and Conditions have the following meanings:

- (1) **Issuer of the General Terms and Conditions** is UniCredit Banka Slovenija d.d., Ameriška ulica 2, 1000 Ljubljana, Slovenia, Swift code BACXS122, info@unicreditgroup.si, www.unicreditbank.si, registered with the District Court in Ljubljana reg. no. 1/10521/00, registration number 5446546 (hereinafter: **the Bank**). The Bank is listed on the list of banks and savings banks licensed by the Bank of Slovenia to provide payment services and is published on the Bank of Slovenia's website. The institution responsible for supervising the issuer is the Bank of Slovenia;
- (2) **Business Partner** is a legal entity, sole proprietor or a private individual who concludes an Agreement with the Bank on the lease and use of POS terminals and the acceptance of payment cards and Flik payments at points of sale.
- (3) **Point of sale** is an individual location or branch or representative office of a Business Partner in the Republic of Slovenia, as determined by the Business Partner in accordance with the Agreement on Lease and Use of POS Terminals and Acceptance of Payment Cards at Points of Sale where Software and Hardware is installed and which accepts payment cards as a method of payment for the purchase of goods or services. The point of sale may be a physical point of sale and / or an online point of sale.
- (4) **Online point of sale** is a website that allows the sale of goods and services online, is accessible online, and allows users to purchase online using a web browser or a mobile application.
- (5) **Authorised partner of the Bank** is a suitably selected and professionally qualified legal entity that provides support services to the Bank in connection with the use of software and hardware and the acceptance of payment cards as a method of payment for the purchase of goods or services. In the General Terms and Conditions, the term services or activities of the Bank also includes services or activities performed or implemented by an authorised partner of the Bank on behalf of the Bank.
- (6) **Process centre** is a legal entity with which the Bank has a valid agreement for processing of executed payment transactions.
- (7) **Contact centre** is an organisational unit of the Bank or an authorised partner of the Bank which takes care of the reception and appropriate direction of complaints and other issues related to the operation of software and hardware, and the acceptance of payment cards as a method of payment for goods or services. The telephone number of the contact centre is published on the Bank's website.
- (8) **Hardware** includes the POS terminal or POS terminal and PIN PAD, and all other equipment necessary for the operation of the POS terminal or POS terminal and PIN PAD; the Bank also enables the merchant to accept payments with payment cards and Flik payments at POS terminals not owned by the Bank. In this case, the Bank has no obligations in connection with the installation, maintenance and operation of POS terminals owned by the merchant or their contractual partner.  
**Software** includes an application that allows the transfer of data between the point of sale, process centres, card schemes and the Bank. Software can be installed on various hardware owned by the Bank or the Business Partner. In the event that the software is the property of the Business Partner or their contractual partner, the Bank has no obligations in connection with the installation, maintenance and management of this software. This software must operate in accordance with the requirements of card schemes and other standards in this field and in accordance with applicable laws and regulations.

- (9) **POS terminal** is a stationary or mobile electronic device intended for the authorisation of a completed payment transaction which enables the acceptance of payment cards and Flik payments as a method of payment for the purchase of goods or services, and electronic transfer of data on the completed payment transaction to the processing centre.
- (10) **PIN PAD** is a device for secure PIN entry connected to a POS terminal.
- (11) **PIN code (Personal Identification Number)** is a security number or personal password that identifies the payment card holder.
- (12) **Online platform** (Payment Gateway) allows an online point of sale to authorise payments with payment cards.
- (13) **Pay card** is a payment card, a deferred payment card or a credit card. Payment cards are issued by different issuers and may look different. They can be issued in physical or digital form.
- (14) **Invalid payment card** is a payment card for which the POS terminal has issued an instruction on the withdrawal of this payment card after the authorisation.
- (15) **Flik Pay mobile application (hereinafter Flik Pay)** is software for mobile devices with the Android or iOS operating system which enables the provision of banking services among users of various banks in Slovenia.
- (16) **Authorisation** is the transfer of data on the completed payment transaction between the POS terminal or application at the online point of sale and the processing centre, which may be successful or unsuccessful.
- (17) **Successful authorisation** means the approval of the payment for the purchase of goods or services with the credit of the payment card holder on the payment card or on the transaction account.
- (18) **Failed authorisation** means a refusal to pay for the purchase of goods or services with a payment card or Flik application for a reason that is displayed on the terminal.
- (19) **Authentication** verifies the identity of the payment card holder or Flik application. 3D Secure standard which requires two-factor identification is most commonly used for online payments.
- (20) **Proof of purchase** is a statement from the POS terminal confirming a successfully completed payment transaction and the POS terminal prints it after successful authorisation and confirms the approval of payment for the purchase of goods or services with the credit card holder's credit card or Flik application on the transaction account, or a certificate of successful transaction from the back-end system of the online point of sale.
- (21) **Printout from POS terminal** is a certificate of purchase and any other printout from the POS terminal, such as a printout from the POS terminal of an unperformed payment transaction, a failed payment transaction or a failed authorisation, or a refusal to pay for the purchase of goods or services with a payment card.
- (22) **PCI DSS standards (Payment Card Industry Data Security Standards)** are standards that set the basic framework for the secure operation of payment cards and are mandatory for all entities that collect, process, store or transmit data on payment cards and / or payment card holders. PCI DSS standards include, in particular, the security standards of card product carriers, such as MasterCard security standards and Visa security standards. The requirements of the PCI DSS standards are described in more detail on the website <https://www.pcisecuritystandards.org/>.
- (23) **Agreement on lease and use of POS terminals and acceptance of payment cards** and Flik immediate payments at points of sale is an agreement concluded by the Business Partner with the Bank which defines the mutual rights and obligations of the Bank and the Business Partner regarding lease and use of POS terminals and banking online platform and acceptance of payment cards and Flik payments as method of payment for the purchase of goods or services.
- (24) **Certificate of service at the POS terminal (previously named Certificate of installation of POS terminals)** is a document signed by the Business Partner, and the signature of the Business Partner confirms that the hardware has been installed correctly at the point of sale.
- (25) **Selected maintenance package** is a hardware maintenance package selected and determined by the Business Partner upon signing the agreement and can be a Standard maintenance package or a Premium maintenance package.
- (26) **Field maintenance service** carries out maintenance of hardware at the point of sale and / or elimination of defects in hardware at the point of sale and / or repair of hardware at the point of sale and / or replacement of hardware at the point of sale.
- (27) **Bank Business Day** is every day, except Saturday, Sunday and public holidays in accordance with the applicable legislation of the Republic of Slovenia.
- (28) **Tariff** is the current price list of the Bank's services.
- (29) **BIPS IP** is a BIPS solution for processing instant payments and other transactions in accordance with the SEPA Instant Credit Transfer (SCT Inst) Scheme Rulebook.

- (30) **Immediate payment** is an electronic payment, available the whole day, all days of the week, with immediate or almost immediate execution or approval of the funds in the payee's account, and a forwarding of the confirmation to the payer.
- (31) **Flik payment** is an immediate payment with a mobile device, which is made immediately, at any time - 24/7 at the POS terminal (hereinafter Flik payment)
- (32) **Bank account** is a payment account opened and maintained by a bank for the user for the purpose of executing payment transactions and for other purposes related to the provision of banking services for the user.
- (33) **QR code** is a two-dimensional code that can be read with a smartphone.
- (34) **Contactless operation** means that a mobile device is placed next to the terminal and the communication takes place via NFC (Near field communication) technology for the execution of a payment transaction.
- (35) **Consent to execute a payment transaction** performed with the Flik Pay application means correctly entered PIN or confirmation of payment with the biometric of the Flik application holder or correctly entered security code or, in the case of contactless operation up to a certain amount, by approaching the POS terminal with the mobile device that has the Flik Pay application.

## II) LIABILITIES OF THE BANK

### II.1. INSTALLATION AND REMOVAL OF HARDWARE

- (1) The Bank installs the hardware exclusively at the point of sale determined in advance by the Business Partner in the correctly completed and signed POS Service Order in accordance with the Agreement.
- (2) The Bank installs the hardware on time in accordance with the selected maintenance package.  
The generally agreed deadline for hardware installation in the selected **maintenance package Standard** is 7 working days of the Bank from the day when the Bank receives a correctly completed and signed POS Service Order in accordance with the Agreement.  
The generally agreed deadline for hardware installation in the selected **maintenance package Premium** is 5 working days of the Bank from the day when the Bank receives a correctly completed and signed POS Service Order in accordance with the Agreement.
- (3) If the agreed hardware installation deadline cannot be met for reasons beyond the Bank's control, the hardware installation deadline shall be extended accordingly for the duration of the obstacles to the delivery and / or installation of the hardware.
- (4) In the event that the Business Partner selects hardware in the POS Service Order that is found to be unsuitable and / or cannot be installed at the hardware installation point of sale, the Business Partner shall determine the replacement or order of other hardware in the new POS Service Order, which they correctly complete, duly sign and send to the Bank in accordance with the Agreement.
- (5) With an order of more than twenty POS terminals and / or an order for the installation of POS terminals at more than five points of sale, the Bank and the Business Partner agree on a schedule for the installation of hardware.
- (6) The Business Partner shall ensure that a person who is legally and de facto capable of taking over the Hardware is present at the time of collection and installation of the hardware at each point of sale where the hardware is installed.
- (7) Upon acceptance and installation of the hardware, the Business Partner and the Bank sign a Certificate of Service on the POS terminal. The Bank receives the original signed Certificate of Service at the POS terminal, and the Business Partner receives a copy of the signed Certificate of Service at the POS terminal.
- (8) When installing the hardware, the Business Partner receives one roll of thermal paper for each installed POS terminal. Further rolls of thermal paper for the POS terminal are delivered free of charge by the Bank to the Business Partner at their request.
- (9) The Bank shall not be liable for any hardware defects or any damage that may occur to the Business Partner due to a hardware defect after the Bank has installed the hardware and its proper technical operation has been established by signing the Service Certificate at the POS terminal.
- (10) The Bank shall not be liable for any hardware defects or any direct or indirect damage to the Business Partner resulting from a failure of hardware owned by the Business Partner. The Bank is also not responsible for any errors of the banking online platform resulting from improper use.
- (11) Immediately after the first test transaction, the Bank shall not be liable for any errors in the operation of the banking online platform or any damage to the Business Partner due to a malfunction in the banking online platform.

- (12) The Bank removes the hardware exclusively at the point of sale determined in advance by the Business Partner in the correctly completed and signed POS Service Order in accordance with the Agreement.
- (13) Upon termination of the Agreement, the Bank removes the hardware from all points of sale

## **I.2. MAINTENANCE, REPAIR AND REPLACEMENT OF HARDWARE**

- (1) The Bank ensures the maintenance of hardware, repair of hardware and, if necessary, replacement of hardware in accordance with the selected maintenance package, General Terms and Conditions and the Agreement.
- (2) Within the selected maintenance package, the Bank provides appropriate support to the Business Partner through a received call to the contact centre or through the redirection of a received call from the contact centre to an appropriate expert from within or outside the Bank.
- (3) The Contact Centre records the received call of the Business Partner and initiates the procedure of maintenance and / or repair and / or, if necessary, replacement of the hardware in accordance with the selected maintenance package, General Terms and Conditions and the Agreement, namely:  
**Maintenance package Standard:**
  - The contact centre is available every day of the year from 07:00 to 22:00.
  - Field maintenance service is open every working day of the Bank from 8 am to 6 pm.
  - The deadline for resolving a hardware defect is 24 hours from the reporting of this hardware defect to the Bank by the Business Partner during the working hours of the maintenance centre in the field. If a hardware failure report is submitted to the Bank by the Business Partner outside the working hours of the maintenance service in the field, the deadline for rectifying the hardware error starts on the first working day of the Bank after the Business Partner reports the hardware error to the Bank, at 8:00.**Premium maintenance package:**
  - The contact centre is available every day of the year from 00:00 to 24:00.
  - Field maintenance service is open every working day of the Bank from 6:00 to 22:00.
  - The deadline for resolving a hardware defect is 5 hours from the reporting of this hardware defect to the Bank by the Business Partner during the working hours of the maintenance centre in the field. If a hardware failure report is submitted to the Bank by the Business Partner outside the working hours of the maintenance service in the field, the deadline for rectifying the hardware error starts on the first working day of the Bank after the Business Partner reports the hardware error to the Bank, at 06:00.
- (4) Repair of hardware at the point of sale takes no more than one hour. Otherwise, the Bank replaces the hardware and repairs it away from the point of sale. The time frame for repairing hardware at the point of sale may be extended accordingly by agreement between the Bank and the Business Partner.
- (5) The Business Partner enables the Bank to access the hardware for the needs of performing part of its maintenance, repairs and replacements during the working hours of the point of sale, as well as outside the working hours of the point of sale, if necessary.
- (6) In the event that the Bank replaces the hardware or its part, the Bank and the Business Partner shall sign a Service Certificate at the POS terminal for this purpose, stating the details of the replaced hardware installed at the point of sale. The General Terms and Conditions and the Agreement also apply and are valid in regard to the replaced hardware.
- (7) The Business Partner keeps regular records of all maintenance work, repairs and replacements of hardware performed by the Bank for each POS terminal separately and keeps it next to the POS terminal.
- (8) All maintenance, repair and replacement of hardware is performed by the Bank in such a way as to minimise the work of the Business Partner, and this work is charged to the Business Partner in accordance with the selected maintenance package, General Terms and Conditions and Tariff.
- (9) In the event of failure and / or damage to the hardware due to the use of hardware contrary to the Agreement and / or the General Terms and Conditions, the Bank tries to eliminate the failure and / or damage to the hardware in accordance with the General Terms and Conditions. In the event that it is not possible to eliminate the defect and / or damage to the hardware, the Bank shall replace the defective and / or damaged hardware. The Business Partner shall reimburse the Bank for all costs of repair and / or replacement of hardware in accordance with the General Terms and Conditions and the Tariff.

## **II.3 SOFTWARE**

### **II.3.1 SOFTWARE FOR OPERATION OF THE POINT OF SALE**

- (1) The Bank will enable the Business Partner to connect its online point of sale to the Bank's online platform, through which it will be able to authorise payments with payment cards online.

- (2) The Bank will provide the Business Partner with a technical specification for connecting its online point of sale to the banking online platform and will provide it with technical support together with the Bank's authorised Partner.
- (3) The Bank ensures 99.50% operation of the banking online platform every day of the year.

#### II.3.2 POS OPERATION SOFTWARE

- (1) The Bank will install their software on their hardware and assure its operation in exactly the same manner that applies to hardware from points II.1 and II.2 of these General Terms and Conditions.
- (2) In the event that the Business Partner would like the Bank to install their software on their hardware, the terms of this installation will be specifically agreed upon.

#### II.4. LIST OF COMPLETED PAYMENT TRANSACTIONS

- (1) The Bank provides to the Business Partner using the electronic banking system the following in electronic form:
  - a printout of the sum of all executed payment transactions in the previous month by individual payment card and by individual point of sale once a month;
  - daily or weekly or monthly statement of individual payment card transactions, depending on the deadline set by the Business Partner in the POS Service Order, with the Bank forwarding the daily statement of individual payment transactions to the Business Partner the next business day of the Bank by 15.00;
  - a daily statement of individual completed transactions on the second business day after the day of the completed Flik payment transaction.
  - Individual Flik transactions will be visible on the transaction account of the Business Partner immediately upon the successful completion of the transaction. The Bank will keep records of transactions and balances on the transaction account and will inform the user of any changes in the balance on this account with statements of transactions and balances that the user will receive in the selected manner from the application for opening a transaction account. The bank statement will be sent by the Bank to the last known address held by the Bank in its records unless the contracting parties agree otherwise within the framework of the transaction account management agreement.

### III) OBLIGATIONS OF THE BUSINESS PARTNER

#### III.1. USE OF HARDWARE

- (1) The number of points of sale where the hardware will be installed, the location of the point of sale, the layout and quantity of hardware at the point of sale and the technical specifications of the point of sale shall be defined and specified by the Business Partner in the POS Service Order in accordance with the Agreement. In doing so, the Business Partner also defines and determines the appropriate hardware, in particular the appropriate number of POS terminals and the appropriate model of POS terminals, as well as the telecommunications connection provided at the point of sale.
- (2) In the event that the Business Partner incorrectly defines and determines the number of points of sale, location and technical specifications of the point of sale, hardware, telecommunications and other necessary data for successful installation of hardware, they shall bear all financial, material and other consequences of its incorrect definition and determination.

At the agreed time of hardware installation, the Business Partner shall ensure that all technical conditions are met, and all operational infrastructure required by the Bank for the successful installation of hardware at the point of sale is provided. In the event that the technical conditions and / or operating infrastructure are not provided at the agreed time of hardware installation, and the Bank is therefore obstructed from proper and successful hardware installation, the Business Partner shall reimburse the Bank for all costs. A more detailed description of the technical conditions and the necessary infrastructure for the installation of the POS terminal is available to the Business Partner on the Bank's website, and the Bank will also send it to them by post upon their request.
- (3) The Business Partner guarantees and is responsible for the use of the hardware with the care of a good manager in accordance with the Agreement, the Instructions for Payment Cards and FLIK Payment Instructions, and the General Terms and Conditions which apply to all persons who would use the hardware.

- (4) The Business Partner shall provide the Bank with access to the hardware necessary for the provision of services in accordance with the Agreement and / or the General Terms and Conditions, every business day of the Bank during the business hours of the point of sale or outside that time, should the Bank and the Business Partner agree.
- (5) The Business Partner guarantees and is responsible that the hardware is used exclusively and only for the purposes specified in the Agreement and / or the General Terms and Conditions.
- (6) The Business Partner is fully liable for any damage, destruction or loss of hardware, even if it is caused through no fault of theirs.
- (7) At their request, the Business Partner shall provide the Bank with all information on damage caused in connection with the use of hardware and shall cooperate and assist the Bank in determining the circumstances and investigating such damage.
- (8) The Business Partner establishes and exercises regular control over the hardware at each point of sale.
- (9) The Business Partner may not perform any intervention in the hardware owned by the Bank without the explicit prior written consent of the Bank.
- (10) In the event that the Business Partner uses their own hardware, it must be, and operate in, accordance with the requirements of card schemes and other standards in this field and in accordance with all applicable laws and regulations. In the event of damage to the Bank due to non-compliance with the requirements of card schemes and other standards in this area or by non-compliance with applicable law, the Business Partner must immediately reimburse the Bank.
- (11) Irrespective of the ownership of the hardware in the event of the theft or part of the hardware or the detection of a hardware intrusion, the Business Partner shall immediately stop using the hardware, notify the police and secure the hardware until they arrive, disable access to hardware, and all traces and evidence of theft or intrusion into the hardware shall be retained. At the same time, the Business Partner shall immediately inform the Bank's contact centre about all of the above.
- (12) If necessary, the Business Partner cooperates and assists the Bank and / or authorised representatives of other competent institutions in determining the circumstances and in investigating the alienation of hardware or its part or hacking into hardware and software.

### **III.2. ACCEPTANCE OF PAYMENT CARDS AND FLIK PAYMENTS**

- (1) The type of payment cards that can be accepted at the POS terminal and / or online point of sale is determined by the Agreement.
- (2) Payment cards are accepted exclusively and only for the purpose of payment for the purchase of goods or services from the registered activity of the Business Partner.
- (3) The Business Partner will not offer, sell or in any way offer services and / or sell goods at its points of sale that are contrary to the applicable law of the country to which the goods and / or services are supplied.
- (4) In the event of exchange differences arising after cancellation or refund of payment by payment card, the Business Partner is obligated to settle the loss to the Bank.
- (5) Payment cards can only be used as a means of payment and not as collateral.
- (6) At no time may the Business Partner pay out cash to payment card holders, nor may they allow or enable any other person to pay cash to payment card holders.
- (7) The Business Partner may request payment of the purchase of goods or services with a payment card only for the same amount as they can request for the payment of the purchase of goods or services in cash.
- (8) The Business Partner may not divide the total amount of the invoice payment into several smaller payments by payment cards.
- (9) If the Bank allows the Business Partner to refund the payment by payment card, the amount of the refund may not exceed the original payment for the purchase of goods or services.
- (10) The Business Partner may not determine the minimum and / or maximum amount of the purchase of goods or services that can be paid for with a payment card or Flik payment.
- (11) The Business Partner must not discriminate between valid payment cards and must treat all methods of payment for the purchase of goods or services equally.
- (12) The Business Partner must properly identify the payment card holder.  
If the payment card supports PIN code entry, the identification of the payment card holder is executed by the payment card holder entering the PIN code. The Business Partner ensures that the payment card holder can enter the PIN code discreetly.

If the payment card does not support entering the PIN code, the identification of the payment card holder is verified by the payment card holder signing the purchase confirmation.

(13) The Business Partner must verify the identity of the payment card holder in the following cases and in the following ways, specifically:

- If the payment card does not support entering the PIN code and the payment card holder signs the purchase confirmation, the signature on the payment card is compared to the signature on the purchase confirmation. If the signature on the payment card and the signature on the purchase receipt differ to such an extent that it cannot be stated with certainty that the signature on the purchase receipt is identical to the signature on the payment card, additional verification of the payment card holder's identity shall be performed by comparing names on the payment card with the name and picture on the personal document of the payment card holder, which is intended for identification of persons.
- In the event that the payment card supports the PIN code, and the payment card holder enters the PIN code, but circumstances occur that would require reasonable care to verify the identity of the payment card holder, this is done by comparing the name on the payment card and a picture on the identity card of the payment card holder intended for identification of persons.

In the event that the payment card holder does not want to identify themselves with an identity document, the Business Partner refuses to accept the payment card as a method of payment for the purchase of goods or services.

(14) For each successful or unsuccessful payment transaction, the POS terminal issues two identical consecutive statements, one of which is received by the Business Partner, who keeps, protects and forwards it to the Bank in accordance with the General Terms and Conditions and the Agreement, and the Business Partner hands the second statement to the payment card holder.

(15) The Business Partner ensures that, during the payment transaction at the POS terminal, the payment card is always in the field of view of the payment card holder, which is not the case when performing a payment transaction at an online point of sale.

(16) A purchase certificate signed by the payment card holder or confirmed by the payment card holder by entering the correct PIN code is proof of the payment card holder's debt to the Business Partner and thus the basis for the Bank's obligation to the Business Partner for completed payment transactions in accordance with the Agreement.

In the case of an online point of sale, the proof of debt of the payment card holder to the Business Partner is a printout of a certificate of successful transaction which the Business Partner receives in the back-office system of the online store.

(17) In the case of an online point of sale, the Business Partner is obligated to provide simple, direct and permanent access to service recipients and competent authorities, along with other requirements regarding the data in accordance with current regulations, specifically:

- information about the company and the registered office of the Business Partner,
- a valid email address for fast and efficient communication,
- registration number
- tax number
- in the case of regulated professions, an indication of the professional association of which the Business Partner is a member, the professional title and the country in which the title was awarded, and references to the applicable professional rules in the Member State where the activity is registered, and access information.
- The Business Partner must provide access to the above information through links published on its main website
- The Business Partner must clearly and unambiguously indicate the price of the service to the recipients and the competent authorities, in addition to other data requirements in accordance with applicable regulations, and indicate whether this includes tax, delivery costs and any other charges.

(18) In accordance with the applicable regulations and in addition to other data requirements regarding data, before placing the order by the recipient of the service, the Business Partner must conduct the following actions in electronic form, clearly, comprehensibly and unambiguously:

- describe the technical procedures for concluding the agreement,
- indicate whether they will keep the text of the agreement and whether it will be available to the recipient of the service,
- describe the technical means for identifying and correcting errors before awarding the agreement; and
- in addition to Slovene, indicate other languages in which the agreement can be concluded.

- (19) The Business Partner of the service must enable the recipient of the service to use appropriate, efficient and accessible electronic means to identify and correct input errors before placing an order.
- (20) The Business Partner must immediately acknowledge receipt of the order in electronic form with an acknowledgement of receipt of payment in electronic form.
- (21) At no time may the Business Partner withdraw cash for Flik Application users, nor may they allow or enable any other person to withdraw cash for the Flik e Application users.
- (22) The Business Partner may request payment of the purchase of goods or services with Flik only for the same amount as they can request for the payment of the purchase of goods or services in cash.
- (23) The Business Partner may not determine the minimum and / or maximum amount of the purchase of goods or services that can be paid for with Flik.
- (24) The highest possible amount for Flik payments is € 15,000.00 and is determined by the rules of the Flik scheme. The Bank will notify the Business Partner of the change in the maximum possible amount by publishing it on their website.

### **III.2.1 PAYMENT BY PAYMENT CARD WHEN NOT PRESENT AT THE POINT OF SALE**

In the event that the Bank enables the Business Partner to accept payments with a payment card for payment of goods and / or services remotely or without the presence of a payment card at the point of sale, and strong authentication or two-factor authentication of the payment card holder is not used, the Business Partner undertakes to bear all risks arising from liability for damages to the payment card holder and undertakes to reimburse the Bank for all costs arising from this subject.

### **III.3. REMOVAL OF PAYMENT CARDS**

- (1) Any invalid payment card should immediately be removed by the Business Partner, especially, but not exclusively, the payment card for which the POS terminal displays "remove card".
- (2) Removed payment cards are cut by the Business Partner and forwarded to the Bank's address, UniCredit Banka Slovenija d.d., Ameriška ulica 2, 1140 Ljubljana, to POS Operations Department.
- (3) The removed payment card is forwarded by the Business Partner to the Bank regardless of the type of removed payment card or payment card issuer, i.e. even if the payment card issuer is not the Bank.
- (4) The Business Partner retains the removed and cut payment card in the care of a good manager until its delivery to the Bank.

### **III.4. LABELS AT THE POINT OF SALE**

- (1) During the validity of the agreement, the Business Partner shall indicate that payment for the purchase of goods or services can be made with payment cards and Flik payments at the point of sale in a visible place at the entrance or access to the premises of the point of sale.
- (2) The Bank delivers stickers and other printed matter to the Business Partner free of charge in accordance with the General Terms and Conditions and the Agreement, which the Business Partner should request from the Bank in a timely manner.
- (3) During the term of the agreement, the Business Partner shall mark at the online point of sale all payment card brands which they accept with the logos on the basis of the Agreement in a visible place. Any use of the payment card brand logo must comply with the applicable standards of each card scheme.
- (4) The logos of the payment card and Flik payments are not the property of the Business Partner and must be removed from all points of sale, both physical and online, immediately upon termination of the Agreement. The Bank may also request this removal before the termination of the agreement.

### **III.5. TRANSFER OF DATA FROM POS TERMINAL TO PROCESS CENTRE**

- (1) Data on successfully or unsuccessfully conducted or refused payment transactions are transferred from the POS terminal and the online point of sale via a telecommunication connection to the processing centre in electronic form.



- (2) The Bank shall not be liable for any damage caused by or in connection with the non-functioning of the processing centres, specifically the non-functioning of the Bank's processing centre or other non-functioning domestic or foreign processing centres, for example, but not exclusively Bankart and / or the VISA Process Centre and / or the MasterCard Process Centre.
- (3) For each POS terminal, the Business Partner provides and enables uninterrupted and continuous access to the telecommunication connections necessary for the uninterrupted operation of the hardware. The Bank shall not be liable for any damage resulting from or in connection with disrupted and / or interrupted access to telecommunications connections.
- (4) If the POS terminal is not working or the transfer of data from the POS terminal or online point of sale to the processing centre is not possible for any reason, the Business Partner shall copy statement copies from the POS terminal or back-office system of the online point of sale to the processing centre, and forward them to the Bank to [pos@unicreditgroup.si](mailto:pos@unicreditgroup.si) within 5 working days from the day of the payment transaction. Otherwise, the Business Partner is not entitled to any payment from the latter payment transactions and bears all financial, material and other consequences of the failure to provide statements from the POS terminal to the Bank.
- (5) The Business Partner expressly agrees that the Bank uses data on successful or unsuccessful executed or refused payment transactions for the purposes of exercising its rights and obligations under the Agreement and the General Terms and Conditions.

### **III.6. STORAGE OF STATEMENTS FROM POS TERMINAL AND THEIR SUBMISSION TO THE BANK**

- (1) The Business Partner diligently stores all printouts from the POS terminal and records in the back-office system of the online point of sale in a safe place accessible only to authorised persons of the Business Partner, for at least five years from the date of issue or printout from the POS terminal.
- (2) Statements from the POS terminal and records in the back-office system of the online point of sale may not be disclosed to any third party, with the exception of an authorised person of the Bank or where required by law, and are strictly protected by the Business Partner as a business secret.
- (3) The Business Partner shall provide the photocopies or scanned copies of all required statements from the POS terminal or records of the online point of sale, as well as any other evidence of successful, unsuccessful or rejected payment transactions to [pos@unicreditgroup.si](mailto:pos@unicreditgroup.si) within 5 working days or within the period specified in the Bank's letter from the date of receipt of the Bank's request.

### **III.7. DATA PROTECTION**

- (1) The Business Partner may not keep, record, store or use any information about payment card holders and / or payment cards in any form.
- (2) The Business Partner shall ensure and prevent any other person from keeping, recording, storing or using any data on payment card and / or payment card holders and shall take all necessary measures to this end.
- (3) In the event of inadequate and / or insufficient protection of data on payment card holders and / or payment cards, the Business Partner shall bear all financial, material and other consequences of its actions and / or omissions.
- (4) The Business Partner may not collect, store or use or use any data related to the implementation of the Agreement, except those data that are explicitly stated and defined in the Agreement and / or the General Terms and Conditions and in these cases only for purposes expressly specified in the Agreement and / or in the General Terms and Conditions.

### **III.8. USE OF HARDWARE AND SOFTWARE AND ACCEPTANCE OF PAYMENT CARDS IN ACCORDANCE WITH PCI DSS STANDARDS, MASTERCARD REGULATIONS, VISA REGULATIONS AND LEGISLATION OF THE REPUBLIC OF SLOVENIA**

- (1) The Business Partner constantly ensures that the use of hardware and acceptance of payment cards (*hereinafter: **operation of the Business Partner***) is in full compliance with PCI DSS standards, MasterCard regulations, Visa regulations, regulations of other card product holders and applicable legislation of the Republic of Slovenia (*hereinafter: **standards, regulations and legislation***).

- (2) In the event of deviations from the standards, regulations and legislation in the operation of the Business Partner, the latter shall immediately notify the Bank of any such deviation and include a detailed plan for eliminating the deviation with a clearly defined deadline. (hereinafter: Business Partner Report).
- (3) The Bank has the right at any time to request that the Business Partner provides and ensures the performance of an unannounced review of their operations and verification of the adequacy of its operations in accordance with standards, regulations and legislation (hereinafter: Bank review).
- (4) The Business Partner explicitly allows the Bank to regularly monitor their operations, in particular, but not exclusively, their operations in relation to risk management procedures for accepting payment cards as a method of payment for the purchase of goods or services (hereinafter referred to as: supervision of the Bank).
- (5) The Business Partner expressly allows the card product holder, in particular, but not exclusively Visa and / or MasterCard, or other legitimately interested body, to review and verify the adequacy of its operation in accordance with standards, regulations and legislation, and undertakes to submit all documents, data and any other documents within the required time, such as, but not limited to, extracts from the POS terminal and back-office system of the online point of sale which would be requested by the card product holder or other legitimately interested body.
- (6) In the event that the Bank finds that the operation of the Business Partner is not in accordance with standards, regulations and legislation, they shall notify the Business Partner who shall immediately eliminate such discrepancies in their operations and notify the Bank of their elimination.
- (7) In the event that it is necessary to carry out certain procedures and / or investigations to eliminate inconsistencies in the operation of the Business Partner in accordance with standards, regulations and legislation, all possible costs of these procedures and / or investigations shall be borne entirely by the Business Partner, which fully and explicitly agrees with such financial consequences in advance.
- (8) The Bank does not and cannot bear any responsibility, nor material, financial or other consequences in connection with violations of standards, regulations and legislation in the operation of the Business Partner. In the event of any consequences for the Bank, the latter shall be fully borne by the Business Partner and the Bank shall be reimbursed for all damages and all incurred costs immediately and without objection.
- (9) In the event of changes in standards, regulations and legislation, the Bank has the right to amend and harmonise the General Terms and Conditions accordingly, if such changes and harmonisations are necessary.

#### **IV) FINANCIAL LIABILITIES AND RIGHTS OF THE BANK**

- (1) The Bank issues an invoice to the Business Partner for the monthly rent for each installed POS terminal and for the monthly compensation for the selected maintenance package in accordance with the Agreement by the tenth day of the month for the previous month. Payment deadline for the invoice is 8 days from days the date of the invoice.
- (2) The Bank issues the first invoice to the Business Partner for the monthly rent for the installed POS terminal for the month when the POS terminal was installed. The day of installation of the POS terminal is considered to be the day stated on the Certificate of Service at the POS terminal, signed by the Bank and the Business Partner.
- (3) Upon the return of each POS terminal or its takeover by the Bank, the Bank shall issue an invoice to the Business Partner for compensation for the return or takeover of the POS terminal in accordance with the Agreement.
- (4) The Bank issues an invoice to the Business Partner for the monthly entry fee for online sales in accordance with the Agreement by the tenth day of the month for the previous month. Payment deadline for the invoice is 8 days from days the date of the invoice.
- (5) The Bank issues the first invoice to the Business Partner for the monthly fee for online sales for the month in which the first online transaction was made.
- (6) In the event that the Business Partner does not pay part of, or the entire invoice issued by the Bank within the deadline specified in the invoice and / or in the General Terms and Conditions, the Bank is entitled to statutory default interest on the overdue and unpaid invoice amount from the first day of late payment of the invoice until the day of payment.
- (7) The Bank shall fulfil their obligations to the Business Partner arising from payment transactions performed in accordance with the Agreement (hereinafter: **Liabilities of the Bank**) and settle them in accordance with the Agreement, i.e. a certain pre-agreed number of working days of the Bank after the day of the successfully completed payment transaction (hereinafter: **the date of fulfilment of the Bank's Obligations**).
- (8) In determining and defining the amount of the Bank's Liabilities, all successfully completed payment transactions are taken into account for which data arrive to the processing centre in accordance with the

General Terms and for which the Business Partner can provide data in accordance with the General Terms and Conditions by presenting a payment confirmation, signed by the card holder or by entering the correct PIN code or entering a strong or two-factor authentication of the payment card holder

- (9) If the day of fulfilment of the Bank's Obligations is a non-working day of the Bank, the Bank shall fulfil and settle their Obligations on the first following working day of the Bank.
- (10) The Bank fulfils and settles its Payment Card Obligations by transferring funds in Euros no later than at 3 pm on the day of fulfilment of the Bank's Obligations. In the event that data on successfully completed payment transactions arrive at the processing centre after the date of fulfilment of the Bank's Obligations, the Bank fulfils and settles their obligations the next business day of the Bank after the day when data on successfully completed payment transactions arrive at the processing centre.
- (11) The Bank fulfils their obligations for Flik payments immediately or almost immediately upon the occurrence of a successful transaction, even on non-working days of the Bank (24/7).
- (12) The Bank authorises the Business Partner to accept any transfer of funds for the settlement of the Bank's Liabilities in accordance with the General Terms and Conditions and the Agreement, and the Business Partner accepts the Bank's authorisation and explicitly agrees with it.
- (13) The Bank has the right to offset its overdue and unpaid receivables from the Business Partner under the Agreement and the General Terms and Conditions with the overdue and unpaid receivables of the Business Partner to the Bank from the Bank's Obligations, where the Business Partner explicitly agrees in advance, and they explicitly agree to the set-off.

#### **V) FINANCIAL LIABILITIES AND RIGHTS OF THE BUSINESS PARTNER**

- (1) The Business Partner fulfils and settles their obligations to the Bank from the payment of fees for accepting payment cards and Flik payments, monthly payments for each installed POS terminal, monthly fees for the selected maintenance package, fees for returning or taking over the POS terminal and monthly fees for online sales, which they fulfil and pay in the amount and deadlines in accordance with the Agreement, the General Terms and Conditions, and the Tariff.
- (2) The Business Partner shall fulfil and settle their obligations to the Bank arising from the payment for hardware and software maintenance and / or hardware repairs and / or hardware replacement and / or hardware installation and / or installation or return in accordance with the selected maintenance package, General Terms and Conditions, the Agreement and the Tariff.
- (3) Obligations of the Business Partner to the Bank in respect to the payment of costs incurred in connection with the maintenance and / or repair and / or replacement of hardware and software, and the acceptance of payment cards and Flik payments as a method of payment for the purchase of goods or services caused by the Business Partner intentionally or through gross negligence, shall be borne and settled in accordance with the Agreement, the General Conditions and the Tariff.
- (4) The Business Partner fulfils any other obligations to the Bank under the Agreement and the General Terms and Conditions and settles them in accordance with the Agreement, the General Terms and Conditions and the Tariff.
- (5) In the event that the Business Partner fails to settle their liabilities to the Bank in any respect, the Bank shall provide them with a notice of outstanding liabilities. The cost of notification of outstanding liabilities shall be paid by the Business Partner in accordance with the General Terms and Conditions and the Tariff.

#### **VI) CONSEQUENCES OF IRREGULARITIES AND ERRORS IN THE USE OF HARDWARE AND SOFTWARE AND THE ACCEPTANCE OF PAYMENT CARDS OR FLIK PAYMENTS**

- (1) The Bank has the right to refuse a payment transaction and / or withhold payment in connection with the executed payment transaction in the following cases, specifically:
  - if the payment transaction is not the result of using a payment card or Flik payment;
  - if the authorisation for approval of payment for the purchase of goods or services with the credit of the payment card holder on the payment card has not been obtained or has not been properly obtained;
  - if the purchase of goods or services from the registered activity of the Business Partner has not been paid for with the payment card;
  - if any changes or corrections are added to the printout from the POS terminal or back-office system of the online point of sale;

- if the statement from the POS terminal is not signed by the payment card holder or is not confirmed by entering the correct PIN code by the payment card holder or Flik application;
  - if the payment card holder or Flik user of the payment application has not confirmed the payment with strong or two-factor authentication at the online point of sale;
  - if the payment card is not valid at the time of the payment transaction, either because the payment card has already expired or because the payment card is not yet valid;
  - if there is a suspicion of misuse of the payment card or Flik application and / or suspicion of misuse of the POS terminal and / or suspicion of misuse of the POS terminal and / or payment card and / or suspicion of misuse of the online point of sale and / or Flik application,
  - if there is a suspicion of irregularities in the business at the point of sale and / or suspicion of irregularities in meeting the criteria for minimum security of business with payment cards and / or Flik applications;
  - if an intrusion into hardware or software is detected.
  - if the Business Partner performs several payment transactions with a payment card and / or Flik application for the same purchase of goods or services
  - if the Business Partner does not operate in accordance with the Agreement and / or the General Terms and Conditions;
  - if the Business Partner does not comply with PCI DSS standards and / or MasterCard regulations and / or VISA regulations and / or regulations of other card product holders and / or applicable legislation of the Republic of Slovenia and / or required business standards;
  - if the Bank receives a complaint from the card holder or the holder of the Flik application regarding the completed payment transaction;
  - if the holder of the payment card or Flik application objects to the execution of the payment transaction, but the Business Partner does not immediately provide to the Bank a purchase confirmation signed by the payment card holder or confirmed by entering the correct PIN code of the payment card holder or a certificate from a back-office system of the online point of sale which shows that the payment card holder has confirmed the payment with strong or two-factor authentication;
  - if more than 30 days have passed from the day of purchase of goods or services to the day of transfer of payment transaction data to the processing centre, for any reason, such as failure of POS terminal and / or power failure and / or power failure or telecommunication connection failure or web platform failure.
- (2) In the event of a payment transaction in favour of the Business Partner by the Bank which subsequently proves not to have been made in accordance with the Agreement and / or the General Terms and Conditions, the Business Partner shall immediately return to the Bank the full amount of the payment or all financial assets that were transferred to the Bank from the Business Partner on the basis of this payment transaction, and no later than within 8 days from the day of finding the irregularity or ineligibility of the payment transaction, together with legal default interest from the date of payment or transfer of funds to the Business Partner by the Bank or from returning the amount of remittances to the Bank.
- (3) In the event of suspected misuse of payment card or Flik application and / or suspected misuse of POS terminal and / or suspected misuse of POS terminal and / or payment card and / or suspected misuse of online point of sale, the Bank has the right to immediately suspend operations at the POS terminal or Bank website platform and provide information on such perceived suspicion of abuse and / or admission of abuse and submit the data of such suspicion of abuse and / or allowing the abuse and of the Business Partner to the competent authorities, which the Business Partner expressly agrees and explicitly allows the Bank to do.

## **VII) COMPLAINTS OF THE PAYMENT CARD OR FLIK APPLICATION HOLDER**

- (1) The Business Partner is solely responsible for the quality of goods or services, the purchase of which was paid for with a payment card or Flik payment. All complaints and objections of the payment card holder or the holder of the Flik application relating to the quality of goods or services, the purchase of which was paid for with a payment card or Flik payment, are resolved by the Business Partner directly with the payment card holder.
- (2) In the event of a payment transaction which subsequently turns out not to have been executed in accordance with the Agreement and / or the General Terms and Conditions and / or it is established that the complaint of the payment card holder or Flik application is justified, the Bank shall deduct the amount of the payment received by the Business Partner on the basis of this payment transaction from the latter, which the Business Partner explicitly agrees and allows the Bank to do. The Bank shall withdraw the stated amount of payment both during the term of the Agreement and after its termination, as well as in the event of insolvency

proceedings and / or any other termination proceedings against the Business Partner, which the Business Partner explicitly agrees and allows the Bank to do.

- (3) In the event that certain costs have been incurred in the process of processing the complaint of the payment card holder or Flik application, these costs are borne entirely by the Business Partner, which is obliged to conduct the payment without objections or reimburse the Bank at their first call.
- (4) The Business Partner undertakes to cooperate with the Bank in resolving the complaint of the payment card holder or Flik application and, at the request of the Bank, immediately provide all explanations and evidence regarding the execution of the transaction that is the subject of the complaint.

#### **VIII) BUSINESS PARTNER COMPLAINTS**

- (1) The Business Partner files a complaint regarding the already executed payment transaction by sending an e-mail to the contact with a correctly and fully completed and signed Request for POS or Flik transactions, the form of which is published on the Bank's website, and a photocopy of the invoice and POS statement or a back-office terminal system of the online point of sale for that completed payment transaction.
- (2) The Bank will respond to the Business Partner regarding the complaint within 15 days of receiving a full complaint from the Business Partner in the event that the resolution of the Business Partner's complaint includes cancellation or partial cancellation of the completed payment transaction.  
If the resolution of the Business Partner's complaint includes re- or additional payment for the purchase of goods or services with the credit on payment card of the holder, such re-payment or additional payment requires the consent of the payment card holder, and the Bank shall resolve the Business Partner's complaint within 50 days. If the payment card holder does not provide the appropriate consent for re- or additional payment for the purchase of goods or services with the credit of the credit card of the holder within 50 days from the day of receipt of the Business Partner's complaint by the Bank, the Bank shall terminate the Business Partner's complaint without solving it.
- (3) The Business Partner can file a complaint in connection with the already performed payment transaction within 13 months or within the time limit set by law.

#### **IX) MISCELLANEOUS**

- (1) The Business Partner may advertise that they accept payment cards and Flik payments as a method of payment for the purchase of goods or services, provided that such advertising does not in any way damage the Bank's reputation.
- (2) The Business Partner may not use the name or logo of the Bank at the point of sale for the purposes of its own promotion and / or promotion of the point of sale without the prior written consent of the Bank.
- (3) The Business Partner shall immediately notify the Bank in writing by registered mail with a return receipt regarding any changes that may arise in connection with the implementation of the Agreement, or changes that may arise in connection with business data or the activity of the point of sale, or changes that could in any way affect mutual business cooperation with the Bank. Otherwise, the Business Partner bears all financial, material and other consequences due to failure to notify the Bank and / or notify the Bank in a timely manner.
- (4) Prior to any change in the legal status of the Business Partner and / or change in the activities of the Business Partner and / or change in the activities of the point of sale (*hereinafter: **the intended change of the Business Partner***), the Business Partner shall notify the Bank in writing in advance of the intended change of the Business Partner and obtain its prior written consent for the intended change of the Business Partner. In the event that the Bank does not give or refuses written consent for the intended change of the Business Partner within 15 days from the day of receipt of the notice, the Bank shall be deemed to have given its consent.
- (5) The Business Partner may not assign claims against the Bank under the Agreement and / or the General Terms and Conditions to any third party, legal or natural person, without the prior written consent of the Bank. Otherwise, the assignment of receivables is invalid and has no effect on the Bank.

#### **X) LIABILITY FOR INCURRENCE AND COSTS**

- (1) In the event that the Business Partner violates any provision of the General Terms and Conditions and / or the Agreement and / or the commitment and / or obligation set out in the General Terms and Conditions and / or the Agreement, they shall bear all financial, material and other consequences of such a breach, they shall

be fully responsible for all damages and undertake to reimburse the Bank and all costs incurred by the Bank in this regard in full and without objection.

- (2) Damage and / or costs as defined in the previous point shall be reimbursed by the Business Partner to the Bank in the amount specified in the Tariff. In the event that the amount of damage and / or costs is not specified in the Tariff, the Business Partner shall reimburse the Bank for all actually disclosed damage and / or all actually disclosed costs.

## **XI) TERMINATION OF COOPERATION**

- (1) The agreement can be terminated with a 30-day notice period (*hereinafter: **Cancellation***),
- (2) The cancellation must be in writing and sent by registered mail with a return receipt to the other contracting party.
- (3) The notice period shall begin on the day following the day on which the other party receives the Cancellation. The Business Partner shall be deemed to have received the Cancellation after 15 days from the date of delivery of the registered item by post to the last known address of the Business Partner which the Bank has in its records.
- (4) The Bank has the right to immediately and unilaterally withdraw from the Agreement without notice and with immediate effect of termination of the contractual relationship (*hereinafter: **Withdrawal***) in the following instances, specifically:
  - if, after the conclusion of the Agreement, it is established that the Business Partner has acted incorrectly in accepting payment cards in the past;
  - if, after concluding the Agreement, the Bank receives a request from MasterCard and / or Visa and / or another card product holder to terminate business cooperation with the Business Partner;
  - if, after concluding the Agreement, the Bank receives a request from one of the members of the Flik scheme to terminate business cooperation with the Business Partner;
  - if the Business Partner violated the Agreement and / or the General Terms and Conditions and did not eliminate such violations within an additional 15 days after receiving the Bank's written request to remedy the violations, where it is considered that the Business Partner received the Bank's written request to remedy the violations no later than 15 days from the day of sending the registered mail by post to the last known address of the Business Partner which the Bank has in its records;
  - if the POS terminal at the point of sale was misused and / or if the payment card or Flik application was misused at the point of sale and / or if the Business Partner allowed the misuse of the POS terminal and / or payment card and / or Flik application;
  - if the online point of sale has been misused and / or if the payment card has been misused at the online point of sale and / or if the Business Partner has permitted these abuses;
  - if the Business Partner violated their financial obligations to the Bank and did not eliminate such violations within an additional 15 days after receiving the Bank's written request to remedy the violations, where it is considered that the Business Partner received the Bank's written request to remedy the violations no later than 15 days from the day of sending the registered mail by post to the last known address of the Business Partner which the Bank has in its records;
  - if the Business Partner has not performed a single payment transaction at each point of sale in three consecutive months;
  - if the Bank assesses that the financial position of the Business Partner has significantly deteriorated, and this affects the business relationship between the Bank and the Business Partner.

In the above instances, the Agreement shall be deemed terminated from the date on which the Business Partner receives the Bank's statement of withdrawal. The Business Partner shall be deemed to have received the statement of the Bank regarding the Withdrawal no later than 15 days from the date of delivery of the registered item by post to the last known address of the Business Partner which the Bank has in its records. The Business Partner is fully and completely liable for any damage that may occur to the Bank in connection with the Withdrawal.

The Business Partner will not request any claims for damages and / or any other claims in connection with the Withdrawal from the Bank, and all possible claims against the Bank will be expressly waived in advance.

- (5) Within 3 days from the day following the date of termination of the Agreement, the Business Partner shall ensure that the Bank receives the hardware in the same condition as they received it from the Bank, taking into account normal wear and tear.

Disconnection of hardware is performed by the Bank, and the Business Partner enables them to do so. Upon the return or handover of the hardware, the Bank and the Business Partner shall sign the Acceptance Minutes.

Upon termination of the Agreement, the Bank prevents the Business Partner from accepting Flik payments at the POS terminal.

## **XII) FINAL PROVISIONS**

- (1) The General Terms and Conditions are an integral part of the Agreement and have the character of an agreement.
- (2) By signing the Agreement, the Business Partner confirms their acquaintance with the content of the General Terms and Conditions and gives their consent to the validity of the General Terms and Conditions.
- (3) The Bank amends the General Terms and Conditions in accordance with the applicable regulations and its business policy.
- (4) The Bank shall notify the Business Partner of any change in the General Terms and Conditions or the introduction of new General Terms and Conditions by publishing the changes in the General Terms and Conditions or the new General Terms and Conditions on their website [www.unicreditbank.si](http://www.unicreditbank.si) and notify the Business Partner in writing by mail or via electronic banking systems if the latter operates using electronic banking systems.
- (5) In the event that the Business Partner does not agree with the amendments to the General Terms and Conditions, they may withdraw from the Agreement by notifying the Bank within 15 days from the date of publication of the amended or new General Terms and Conditions on the Bank's website. Otherwise, it is considered that the Business Partner fully agrees with the amended or new General Terms and Conditions and accepts them.
- (6) The court in Ljubljana is competent for resolving any disputes arising from the Agreement and / or the General Terms and Conditions.
- (7) The Agreement and the General Terms and Conditions are governed by the law of the Republic of Slovenia.

**The General Terms and Conditions are valid from 18. April 2022**