

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



1. General Information/Basic Terms

These General Terms and Conditions are issued by: Nova Kreditna banka Maribor, Ulica Vita Kraigherja 4, 2000 Maribor, Slovenia, SWIFT code KBMASI2X, ID code 04, www.nkbm.si, info@nkbm.si, registered with the District Court of Maribor, entry No: 062/10924200, registration number 5860580, VAT ID number: SI94314527 (hereinafter: the Bank). The Bank of Slovenia is authorised to supervise the payment service provider, or its branch or representative, in relation to carrying out payment services in the Republic of Slovenia. The Bank is on the list of banks and savings banks authorised by the Bank of Slovenia to carry out payment services; the list is published on the Bank of Slovenia website.

These General Terms and Conditions set out the rights and obligations of the Bank and the user in relation to carrying out payment services through the application Poslovni Bank@Net under the Payment Services, Services of Issuing Electronic Money and Payment Systems Act (hereinafter: ZPlaSSIED).

Poslovni Bank@Net is a method of performing Nova KBM banking services through the Internet, which enables the user to access transactions with the Bank quickly and securely. In accordance with the Bank's rules, the user of Poslovni Bank@Net can perform activities offered in Poslovni Bank@Net. Details on the service are available at www.nkbm.si.

Payments can be made in accordance with these General Terms and Conditions and the Operating Instructions for Poslovni Bank@Net.

Specific terms used in these General Terms and Conditions have the following meaning:

- **Authentication:** Process that allows the payment service provider to verify the identity of the payment service user or verify the authorization to use a certain payment instrument, including with the use of user's personal security credentials.
- **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 through Poslovni Bank@Net.
- **BS:** Abbreviation for the Bank of Slovenia.
- **Cross-border payment** is a payment transaction where the payer's payment service provider and the payee's payment service provider effect a payment for the payer or payee in different Member States. A payment transaction is carried out as a cross-border transaction also when the same payment service provider effects a payment for the payer in one Member State and the payee in another Member State.
- **Currency date** means the reference period used by the Bank to calculate interest relating to a debit or credit to the payment account.
- **Business day** means any day on which the payer's payment service provider or the payee's payment service provider participating in the execution of the payment transaction is open for business and enables its user to execute payment transactions.
- **SEPA Direct Debit** means a payment service where the payee delivers an order to debit the payer's account based on the

payer's consent.

- **Debtor** means a person having any payment obligations.
- **Domestic payment transaction** means a payment transaction where the payer's payment service provider and the payee's payment service provider or a single payment service provider effect a payment for the payer and the payee in the territory of the Republic of Slovenia
- **Other payment transactions** are transactions carried out in any currency, if the payment transaction is made by a transfer of funds between at least one payment service provider providing payment services in the territory of the Republic of Slovenia and the payment service provider providing payment services in the territory of a third country or in the territory of the Union using the currency other than the Member State's currency.
- **Company** – in these General Terms and Conditions, the term is used for corporate entities and other legal entities.
- **Member State:** A European Union Member State or a state signatory to the Agreement on the European Economic Area (hereinafter: EEA) (Official Journal of RS, No. 1 of 3 January 1994, p. 3).
- **One-time password:** A randomly generated combination of characters, which is changing and is valid only once.
- **Unique identifier** means a combination of letters, numbers or characters assigned by the payment service provider to the user, and used in the payment transaction for an unambiguous identification of that user and their payment account or unambiguous identification of that user 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-invoicing system. Receipt 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 invoice issued in electronic form in accordance with the applicable legal regulations. 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.
- **Account holder:** A Nova KBM d.d. account holder.
- **Internal payment order:** A payment order issued to credit current accounts and other accounts with Nova KBM d.d.
- **E-invoice issuer:** A subject that issues e-invoices and is in a business relationship with the e-invoice recipient.
- **Credit transfer** means a payment service by which the payer



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issues an order to its payment service provider to execute a single payment transaction or several payment transactions, including a standing order, from the payer's payment account to credit the payee's payment account.

- **Sufficient available balance** means the aggregate of credit balances in the current account (in domestic and foreign currencies) and authorised overdraft facilities available through the current account.
- **SEPA mass payment** is a group (batch) of SEPA payment orders executed by debiting the total amount of the batch to the payer's account and by crediting each individually defined amount to several accounts of one or several payees at their banks.
- **Inbox:** A tab within the Poslovni Bank@Net application which enables users to import and send files containing e-invoices, SEPA mass payments, and SEPA direct debits, open and modify a letter of credit, load and offload VISA business prepaid card, receive e-invoices, messages regarding marketing campaigns and new products and services, as well as other messages by different transaction type (Moneta, deposits, loans, cards, securities, etc.).
- **Personal security credentials:** Personalized characteristics provided to the payment service user by the payment service provider for authentication purposes.
- **Batch:** A file that 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 corporate customers.
- **PIN** (Personal Identification Number) is a sequence of 4 characters determined by the Bank.
- **Payment services are the activities allowing:**
 - Deposit of cash to the current account
 - Withdrawal of cash from the current account
 - Execution of payment transactions to the credit and debit a current account,
 - Execution of payment transactions using funds extended as a loan to the user;
 - Issuance of payment instruments and/or acquisition of payment transactions
 - Execution of money orders
 - Payment initiation services
 - Account information services

Payment services referred to in indents 3 and 4 of the preceding paragraph include execution of payment transactions by direct debits, payment cards and similar instruments, or credit transfers.

- **Payment transaction** means deposit, transfer or withdrawal of funds by order of the payer or by order issued on behalf of the payer, or by order of the payee, considering that the execution of a payment transaction through the payment service provider is independent from basic obligations

between the payer and the payee.

- **Payment instrument** means any instrument or a set of procedures or both which is agreed upon between each user and their payment service provider and which is bound exclusively to this user with the purpose to use it when making a payment order.
- **Payment order** means an instruction by which the payer or the payee instructs their payment service provider to execute a payment transaction.
- **Payer** means any legal or natural person that orders a payment transaction by making a payment order or gives consent to the execution of a payment order made by the payee.
- **Sole proprietor** means any natural person that individually conducts a profitable activity in the market within an organised undertaking.
- **Signatory:** The person authorised by the payer who has the right to use funds in the selected payment account.
- **Payment initiation service provider** means a payment service provider performing payment initiation services.
- **Account information service provider** means a payment service provider providing account information services.
- **Authorised person:** Natural person authorised by the company to perform services through Poslovni Bank@Net on behalf of the company and for its accounts.
- **E-invoice recipient:** Legal entity that is an intended recipient of the e-invoice and has a business relationship with the e-invoice issuer.
- **Application form:** A statement on the intention to perform services through Poslovni Bank@Net.
- **Payment reference:** A combination of digits used for the identification and recording of payments.
- **Consent to execute a payment transaction** means the delivery of an electronic payment order by the user to the Bank or the payment initiation service provider or delivery of authorisation for the execution of a payment transaction by the user in case the payment transaction is ordered by the payee or the payment initiation service provider.
- **User** means any natural person using Poslovni Bank@Net services designated by the account holder based on proper authorization.
- **Statutory representative** means a representative of the company designated by the law or the articles of incorporation. Statutory representatives of legal entities other than corporations that are registered with the relevant register are designated by the legal entity's founding charter or other constitutional document.
- **Private individual** means any natural person other than a sole proprietor who independently conducts a registered activity, or an activity provided by law, such as notary, medical doctor, lawyer, farmer, and alike.

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2. Introductory Provisions

By these General Terms and Conditions for the Use of Poslovni Bank@Net the Bank sets the conditions underlying business transactions effected through Poslovni Bank@Net, powers and obligations of both the Bank and the client, as well as the conditions and the method of performing particular services.

These 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) that have concluded an agreement on opening a current account with Nova KBM d.d.

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

The Bank shall not be 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 relationship manager in the Bank.

In the case of any errors or disruptions in the functioning of Poslovni Bank@Net, the user should contact the system administrator. Telephone numbers of Poslovni Bank@Net administrators are published on the Nova KBM website.

3. Approval for Using Poslovni Bank@Net

3.1. Conditions for the approval for using Poslovni Bank@Net

The use of Poslovni Bank@Net may be requested by an account holder that has concluded an agreement on opening a current account with Nova KBM d.d.

The application form and all powers of attorney are to be completed and submitted to the Bank's branch office that maintains the holder's current account.

The Bank reserves the right to reject the application form without providing reasoning. If the use of Poslovni Bank@Net is approved, the Bank shall provide the user with personal security credentials enabling them to perform services through Poslovni Bank@Net in a secure manner.

3.2. Approval procedures and powers of attorney for the use of Poslovni Bank@Net

The company's statutory representative shall submit a completed and signed application form, including all powers of attorney, to their relationship manager. The Bank shall inform the company's statutory representative and the users of Poslovni Bank@Net about its decision in writing within seven days after the delivery of complete documents.

The relationship manager shall the company's statutory representative within seven days after the submission of complete documents in writing also in case where access to Poslovni Bank@Net has been rejected.

The company's statutory representative may authorise one or several natural persons to perform services in the current account through Poslovni Bank@Net by written power of attorney, based

on which services on behalf and for the account of the company may be performed. When assigning the powers, the company's statutory representative shall consider instructions provided by the Bank.

The authorised person becomes a user of Poslovni Bank@Net. All powers of attorney shall be made out in writing and signed in person. If the Bank has reason to doubt the authenticity and validity of the power of attorney, it may request a new one and, in exceptional cases, request the power of attorney be notarized.

Only a natural person can be the authorised person. With legal entities, e.g. accounting services, the power of attorney shall refer only to a particular natural person and shall not be transferable.

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

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

The power of attorney shall remain valid until 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 will consider the revocation of the power provided the revocation is notified to the Bank in writing and signed by the company's statutory representative or notified through messages of Poslovni Bank@Net.

If the company's statutory representative revokes the power of attorney for operations through Poslovni Bank@Net, and if the authorised person has other valid powers of disposal of funds in the current account, the company's statutory representative shall confirm the revocation no later than the next business day by signing it in person at the branch office that maintains the user's current account for which the authorised person is still authorised.

By signing the authorisation for the performance of services in the current account through Poslovni Bank@Net, the company's statutory representative grants the user of Poslovni Bank@Net the right to use personal security credentials to perform other forms of electronic operations with the Bank as well (e.g. Bank@Net for natural persons). The personal security credentials are linked to a particular natural person – the user of electronic banking, not the company. If the user of Poslovni Bank@Net already uses personal security credentials for other Nova KBM applications, the Bank will not issue new ones. Cost sharing for personal security credentials shall be arranged by the authorised person and the account holder, in line with valid authorisations and company documents.

4. Use of Poslovni Bank@Net

4.1. Login procedure

Whenever logging in to Poslovni Bank@Net, the user shall enter personal security credentials in line with provisions and instructions received from the Bank.

4.2. Execution of payment orders

Payment is a procedure in which the user, after logging in to Poslovni Bank@Net, submits a request to perform a service and check data.

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Payment through Poslovni Bank@Net is equivalent to a written request or order submitted in the Bank's branch office.

Electronic payment orders submitted to the Bank by the account holder or authorised persons have to be completed in line with standards governing payment transactions, as defined in the user manual. The account holder shall be responsible for the accuracy and integrity of data in the payment order. The Bank will reject orders containing an execution date in the past and any incorrectly or incompletely completed orders. The user of Poslovni Bank@Net can access rejected orders under the Rejected orders tab in the Poslovni Bank@Net application. Rejected orders have not been accepted for execution by the Bank and the Bank shall have no obligation in this respect towards the account holder or the user.

A payment order execution date shall be set on the same day or on a later date (it need not be a business day). The Bank accepts correctly completed orders daily and executes them in accordance with rules governing payment transactions. Payment orders will be executed (i.e. processed in payment systems) on the same day in line with conditions set out in Section 7 herein, provided there is a sufficient balance 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 payment transactions execution schedule of Nova KBM d.d.

If the payment order is submitted too late, if account balance is insufficient, or if the account is frozen, the Bank will execute the payment order on the next business day, provided there is sufficient balance available account, including any provisions, and the account is not frozen.

Domestic payment orders in EUR in domestic payment transactions where available account balance is insufficient will be placed in a queue of payment orders to be debited to the holder's account. Payment orders with an overdue payment date shall be executed within the limits of the coverage based on priorities indicated, while those with the same priorities are settled under the FIFO method (first in, first out). Payments will be suspended after first order for which there is no sufficient account balance until sufficient balance is available in the holder's account.

The account holder may:

- Reverse (cancel) the payment order at the bank based on a written request, or
- Send a request to cancel a payment order through Poslovni Bank@Net (this 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. The user can check the status of the order with the relationship manager or by sending a request to cancel a payment order through Poslovni Bank@Net.

If the payment service provider has executed a payment transaction based on an incorrect unique identifier provided by the user, the payment service provider shall, within reasonable limits, strive to recover the amount of the executed payment transaction.

PAYMENT EXECUTION SCHEDULES are published on the Nova KBM d.d. website – www.nkbm.si.

Payment orders for cross-border payment transactions for which there is no sufficient account balance available will be rejected.

As a rule, bank account statements are created after 6 p.m. on each

Bank business day or after the business day has ended. Incoming and outgoing payments received to/from the current account after this time appear in the bank account statement on the next Bank business day.

The Bank shall not be liable for any direct, indirect and resulting damage arising from having executed forged payment orders or payment orders changed in any other way.

4.3. Limitations in sending files containing e-invoices

Limitations in sending files containing e-invoices:

- An individual e-invoice (an e-invoice envelope including all enclosures, aggregated and compressed file) must not exceed 2 MB. The size limit for files uploaded by the user is 200 MB.

5. User Obligations

The user undertakes to adhere when conducting business 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 applicable legislation.

An individual assumes all responsibility and bears all damage for failing to act with required care and diligence and failing to protect authentication elements, or disclosing them to third parties, or otherwise making them available for disposal or use.

The user acknowledges that the authorisation by personal security credentials is equivalent to their personal signature, and consents for the authorisation method to be used as their personal signature in all operations carried out through Nova KBM electronic banking.

The user undertakes to carefully protect his personal security credentials and not to disclose or hand it over to any unauthorised party (the same applies to the qualified digital certificate). The user or account holder shall have sole liability for any damage arising from abuse due to non-compliance with instructions and regulations.

The user also undertakes to inform the Bank or the online banking administrator of any loss, theft or abuse of personal security credentials immediately after becoming aware of the incident. Telephone numbers of Poslovni Bank@Net administrators are published on the Nova KBM website. The Bank accepts such notifications 24/7. The Bank shall not be held liable, either financially or in other terms, for any damage resulting from theft, damage or loss of personal security credentials or other disturbances before access of Poslovni Bank@Net has been blocked.

The fees of issuing new personal security credentials in case of loss, theft, damage, etc. shall be covered by the party that had covered the costs of the newly issued personal security credentials (the user or account holder – company) in line with the applicable Nova KBM Price List of Services for Individuals, Sole Proprietors and Corporate Customers. The account holder and the user of Poslovni Bank@Net shall agree on how to cover the costs for the personal security credentials in line with authorisations and company documents.

The user further undertakes to immediately inform the Bank of all errors or irregularities that may be the result of disturbances or cause reason to suspect abuse of financial transactions through Poslovni Bank@Net.

The Bank shall not be liable for any damage arising from incorrect and imprudent actions of the user.

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6. Account Holder Obligations

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

7. Bank Obligations

The Bank undertakes to execute payments in line with these General Terms and Conditions and regulations governing banking, as well as in accordance with other conditions and agreements between the company and the Bank underlying the Bank opening and maintaining accounts for the client.

The Bank will only execute payments for which the user provided correct and complete data. Each individual payment shall be executed only if:

- There is sufficient balance available in the account;
- The payment complies with applicable laws and regulations;
- The payment does not deviate from Bank compliance rules.

The Bank reserves the right to block access to Poslovni Bank@Net or block transaction executed through Poslovni Bank@Net as a means of precaution when carrying out business security measures, e.g. where there is reason to believe that personal security credentials could be abused or stolen, there is reason to believe that the use of security credentials is not authorized or fraudulent or due to other security reasons. The Bank shall notify the user and account holder on having blocked the account in writing by mail, by Poslovni Bank@Net or in another manner commonly used in banking. The user or account holder shall contact a Branch Office to unblock the access to Poslovni Bank@Net or unblock the payment transaction.

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

The Bank shall not be liable for any damage arising from incorrect actions of the user or the user entering incorrect data incorrect data Poslovni Bank@Net.

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

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

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

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

8. Fees

All fees, commissions and other costs associated with Poslovni Bank@Net are defined in the Price List of Services for Individuals, Sole Proprietors and Corporate Customers.

9. Complaints and Amicable Settlement of Disputes

Any disputes, disagreements or complaints shall be resolved in accordance with the General Terms and Conditions for Payment Services for Corporate Customers, Individuals, Sole Proprietors and Societies.

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 does not resolve such complaints. If a complaint is technical in nature it shall be resolved by the bank recipient of the e-invoice.

10. Termination of 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 office that maintains their account for Poslovni Bank@Net services. The termination shall become effective within 2 hours after submitting the written request, if submitted during Bank working hours (except on Saturdays and Sundays). Prior to terminating the use of Poslovni Bank@Net, the user shall settle all outstanding liabilities incurred in the use of Poslovni Bank@Net.

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

The forgoing notwithstanding, the Bank may terminate the use of Poslovni Bank@Net with immediate effect if it determines that:

- The user breached the Current Account Management Agreement, these General Terms and Conditions, General Terms and Conditions for Payment Services, and applicable regulations;
- The user misused his rights or business practice through Poslovni Bank@Net;
- The current account has been closed;
- The company's statutory representative or the authorised representative has died or lost their capacity to contract;
- Bankruptcy proceedings were initiated against the company;
- There are reasons for termination based on a court or administrative decision or existing legislation.

The user and company's statutory representative shall be informed in writing of the termination of the use of Poslovni Bank@Net. The Bank may recover any expenses incurred by termination in accordance with the Current Account Management Agreement.

11. Final Provisions

The following documents form an integral part of these General Terms and Conditions:

- Payment Transactions Execution Schedule for Corporate Customers, Sole Proprietors and Individuals
- Price List for Legal Entities, Price List for Individuals and Sole Proprietors
- Application form for Poslovni Bank@Net.

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Integral parts of these General Terms and Conditions are published on the Bank's website www.nkbm.si.

The user hereby agrees with applicable General Terms and Conditions for the Use of Poslovni Bank@Net, which are published on the Bank's website www.nkbm.si and at all Bank Branch Offices.

The Bank will notify the customer of any modifications and/or amendments made to these General Terms and Conditions or on new General Terms and Conditions in electronic form through the e-bank or by publishing the information on the Bank's website www.nkbm.si or by any other means commonly used in banking. If the user does not agree with amendments to the General Terms and Conditions, they may terminate the agreement concluded under these General Terms and Conditions without a period of notice and any payment of fees. The user shall terminate the agreement no later than on the day prior to the changes taking effect. If the user fails to notify the Bank of their disagreement with the amendments within this period, it shall be understood they agree with the amendments. Should the user reject the proposed amendments but not terminate the agreement, it shall be understood that the Bank has terminated the agreement with a two-month period of notice,

starting on the day of delivering the notification of amendments.

The rights and obligations of the user pursuant to the amended General Terms and Conditions shall take effect on the day determined as the day of these General Terms and Conditions becoming effective.

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.

General Terms and Conditions for Payment Services for Corporate Customers, Individuals, Sole Proprietors and Societies shall apply to any and all matters not explicitly regulated by these General Terms and Conditions.

These General Terms and Conditions enter into force and apply as of 7 January 2019.

Nova KBM