

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 featured and provided by Poslovni Bank@Net. More information is available on the Bank's website at www.nkbm.si.

Payments can be made in accordance with these General Terms and Conditions and the Poslovni Bank@Net User Manual.

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

- **Authentication** is a procedure which allows the payment service provider to verify the identity of a payment service user or the validity of the use of a specific payment instrument, including the use of the user's personalised security credentials.
- **E-document sender bank** is the bank at which the issuer keeps a transaction account and signs with it the E-Invoice Issuer Declaration, which allows the issuer to become part of the E-Invoice system and submit through the bank e-documents for the e-document issuer.
- **E-document recipient bank** is the bank through which the e-document recipient receives e-document from their issuers for which the recipient subscribed through Poslovni Bank@Net.
- **BS** is an 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** is the reference time used by the Bank for the

calculation of interest on the funds debited from or credited to a 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 6 digits, 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-unsubscribe:** An electronic form used to unsubscribe from receiving e-documents, which the e-document recipient bank submits to the e-document issuer.

- **E-return receipt:** E-document by which the final recipient of the basic e-document rejects or confirms acceptance of each new basic e-document type.
- **E-subscription:** An electronic form used to subscribe to receiving e-documents, which the e-document recipient bank submits to the e-invoice recipient.
- **E-document:** A document issued in electronic form in accordance with the applicable legal regulations governing the subject matter and processed in the E-Invoice system. An e-document is an equivalent replacement for a paper document, which the document issuer submits to the document recipient for services performed, goods issued, etc. The Bank considers the following documents as e-documents: e-invoice, e-reminder, e-credit note, e-debit note, e-delivery form, e-purchase order, e-pro-forma invoice.
- **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-document issuer:** A subject that issues e-documents and is in a business relationship with the e-document recipient.
- **Credit transfer** means a payment service by which the payer 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-documents, SEPA mass payments, and SEPA direct debits, open and change a letter of credit, top-up and empty a VISA business prepaid card, receive e-invoices, messages regarding marketing campaigns and new products and services, as well as other messages per different transaction types (Moneta, deposits, loans, cards, securities, etc.).
- **Personalized security credentials** are personalised features provided by the payment service provider to a payment service user for the purposes of authentication.
- **Batch:** A file that may contain a group of payment orders or a file with e-documents, 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 initiates a payment transaction by making a payment order or gives consent to the execution of a payment order made by the payee.
- **Sole trader** means any natural person that individually conducts a profitable activity in the market within an organised undertaking.
- **Signatory:** The person authorised by the payer and 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-document recipient:** Legal entity that is an intended recipient of the e-document and has a business relationship with the e-document issuer.
- **Application form:** A declaration of intent to use 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.
- **E-Invoice System** is the system of the Bankart d.o.o. processing centre that facilitates the exchange of e-documents and is used by all system members for purposes of successful exchange of e-documents: issuers, recipients, intermediaries and archivers.
- **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.
- **Individual** means any natural person other than a sole trader who independently conducts a registered activity, or an activity provided by law, such as notary, medical doctor, lawyer, farmer, and alike.

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 entered into 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 charters.

The Bank shall not be liable for any breach of authority 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 case of any errors or malfunctions 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 entered into 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 that facilitate the use of 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 an executed 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 notify the company's statutory representative in writing within seven days after the submission of complete documents also in case if access to Poslovni Bank@Net has been denied.

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 granting 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 that 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 exclusively 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 limitations 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 of attorney, provided the revocation is notified to the Bank in writing and signed by the company's statutory representative or notified through the messaging feature 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 for the use of account balances, 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.



Personalized security credentials are linked to a specific natural person – electronic banking user, not the company. If a Poslovni Bank@Net user already holds and uses personalized security credentials for other Nova KBM applications, the Bank will not issue new credentials.

4. Use of Poslovni Bank@Net

4.1. Login procedure

At each login to Poslovni Bank@Net, the user needs to enter their personalized security credentials in line with the rules 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. 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 made out for the same day or a future date (it need not be a business day). The Bank accepts correctly completed orders daily and executes them in accordance with the Payment Schedule. Payment orders will be executed (i.e. processed in payment systems) on the same day in line with conditions set out in Section 7 hereof, provided there is sufficient available balance in the account, the account is not blocked, and the orders have been correctly and completely executed and sent to the Bank in line with the payment transactions execution schedule of Nova KBM d.d.

Payment orders with an overdue value date shall be executed within the limits of the coverage based on indicated priorities, 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 a Bank counter by making 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 which there is no sufficient account balance available will be rejected.

Bank account statements are created after close of business on a 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 modified in any other way.

Rules of e-document business applicable to e-document issuers

A legal relationship between the Bank and an e-document issuer is created by signature of the 'Declaration of E-document Issuer to enter the E-Invoice System'. After having signed the onboarding application, the Bank adds the issuer to the E-Invoice system and facilitates the issuing of e-documents via Poslovni Bank@Net.

The issuer can issue the following e-documents through the Bank: e-invoice, e-reminder, e-pro-forma invoice, e-delivery order, e-purchase order, e-debit note, and e-credit note.

4.3. Limitations in sending files containing e-documents

Limitations in sending files containing e-documents:

- An individual e-documents (an e-documents 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.
- The issuer is obligated to comply with these rules. Failure to comply will lead to the Bank rejecting the processing of e-documents.

5. User Obligations

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

The user undertakes to carefully protect their personalised security credentials and not to disclose or hand them 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 personalised 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 otherwise, for any damage resulting from theft, damage or loss of personalised security credentials or other disturbances before access of Poslovni Bank@Net has been blocked.



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

6. E-Document Recipient and E-Document Issuer Obligations

The e-document recipient undertakes to notify the e-document issuer and the Bank of any changes relating to the receipt of e-documents.

The e-document issuer undertakes to submit e-documents to the Bank as required under these General Terms and Conditions and regularly perform and settle all obligations.

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 the use of Poslovni Bank@Net or block a payment transaction through Poslovni Bank@Net for preventative purposes whenever the Bank engages in business security measures, e.g. if there is reason to believe that personal security credentials may be or may have been misused or stolen, there is reason to believe that the use is unauthorized or the result of fraud, and in case of other security reasons. The Bank shall notify the user and account holder of having blocked the access or transaction via regular mail, through Poslovni Bank@Net or another manner common for the Bank. The user or account holder should contact a Branch Office of the Bank to lift the block of Poslovni Bank@Net or release the blocked 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

into 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 accept from the issuer all e-documents and deliver them to recipients in accordance with these General Terms and Conditions.

The Bank will provide feedback to the issuer after exchanging e-documents on delivered and undelivered e-documents in the format and manner as provided in these General Terms and Conditions.

The member of the system will also deliver to the issuer all e-documents addressed to the issuer.

The Bank undertakes to make available to the e-document recipients all documents addressed to the recipient, and to provide feedback to the e-document recipient bank on having delivered or not having delivered the e-document to the recipient. The Bank only forwards the received e-document and is not liable for its contents.

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

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

8. Service Fees and Commissions

Costs associated with Poslovni Bank@Net are defined in the Fee Schedule for Private Individuals, Sole Traders 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, Private Individuals, Sole Traders and Associations.

Any complaints arising from the content of an e-document shall be resolved by the e-document recipient directly with the e-document issuer. The Bank does not resolve such complaints. If a complaint is technical in nature it shall be resolved by the recipient e-document bank.

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 the statutory representative of the company will be informed of the termination of Poslovni Bank@Net use in writing. The Bank shall have the right to recover any damages 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 Schedule for Corporate Customers, Sole Traders and Private Individuals
- Fee Schedule for Legal Entities, Fee Schedule for Private Individuals and Sole Traders
- Application form for Poslovni Bank@Net.

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

The user hereby agrees with the applicable General Terms and Conditions for the Use of Poslovni Bank@Net that 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 without 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 Consumer Banking, Section 3.7 *Online Banking* and following shall apply to the use of the Bank@Net e-banking service and the use of mBank@Net mobile banking solution by sole traders and private individuals.

General Terms and Conditions for Payment Services for Corporate Customers, Private Individuals, Sole Traders 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 1 September 2019.

Nova KBM

