

## **GENERAL TERMS AND CONDITIONS OF KEEPING TRANSACTION ACCOUNTS, THE PROVISION OF PAYMENT SERVICES AND AUTHORISED OVERDRAFT FACILITY (OVERDRAFT LIMITS) FOR CONSUMERS**

### **I. Definitions**

Individual terms used in these General Terms and Conditions of Keeping Transaction Accounts, the Provision of Payment Services and Authorised Overdraft Facility (Overdraft limits) for Consumers (hereinafter the General Terms and Conditions) shall have the following meanings ascribed to them:

- (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, application no. 1/10521/00, registration number 5446546 (hereinafter the bank). The bank is on the list of banks and savings banks that hold the Bank of Slovenia authorisation to provide payment services, which can be found on the Bank of Slovenia website. The body responsible for the supervision of the issuer is the Bank of Slovenia;
- (2) **Member State** is a Member State of the European Union or a signatory state of the Agreement establishing the European Economic Area (Official Journal No. 1 of 3 January 1994, p. 3);
- (3) **Third country** means any country that is not a member state referred to in point 2 of this Section;
- (4) **User** is a consumer who uses payment services as a payer, a payee or both and enters into an Agreement on Keeping a Transaction Account with the bank (hereinafter the agreement) for purposes outside the scope of their gainful or professional activity;
- (5) **Authorised person** is a natural person authorised by the payment account holder to dispose of funds on the account;
- (6) **Payer** is any legal or natural person that orders a payment transaction by giving a payment order or consent to the execution of a payment order made by the payee;
- (7) **Payee** is any natural or legal person who is the intended recipient of funds which have been the subject of a payment transaction;
- (8) **Payment service provider** is any entity that can provide payment services, including the bank;
- (9) **Payment account** is an account opened by a payment service provider on behalf of a user and used for the execution of payment transactions;
- (10) **Transaction account** (hereinafter the account) is a payment account opened and maintained on behalf of the user by the bank for the purposes of the execution of payment transactions and other purposes related to the provision of banking services to the user;
- (11) **Basic payment account** is a payment account that contains a limited set of services determined by the applicable legislation governing payment services;
- (12) **Payment initiation service** ("PIS service") is a service for ordering a payment order at the request of a user in connection with a payment account opened with another payment service provider;
- (13) **Account information service** ("AIS service") means an online service for providing consolidated information on one or more payment accounts held by a user with another payment service provider or with more than one payment service provider;
- (14) **Third-party payment service providers** (TPP - Third Party Providers) are registered providers licensed by the Bank of Slovenia to provide new payment services, such as payment order (PIS – Payment Initiation Service) and provision of account information (AIS – Account Information Service). Third-party service providers can access the user's account only with consent electronically signed by the user after successful authentication using the Online bank system or the Mobile bank application. The register of providers licensed to provide new payment services is published on the Bank of Slovenia website (<https://bsi.si>);
- (15) **Payment initiation service provider** is a third-party payment service provider that allows the user to order a payment order at their request, but only if the account is accessible via the Internet;
- (16) **Account information service provider** is a third-party payment service provider that provides the user with the service of providing information on one or more of their payment accounts based on the payment service user's explicit consent, but only if the accounts are accessible via the Internet;
- (17) **Payment services** are:
  - activities enabling cash to be placed (cash withdrawals) on a payment account (from a payment account) as well as all the operations required for operating a payment account,
  - activities enabling payment transactions to be debited and credited to the payment account with the payment service provider maintaining the payment account or with another payment service provider, and activities enabling the execution of payment transactions where the funds are covered by a credit line for a payment service user (including the execution of payment transactions by: direct debits including one-off direct debits, payment cards or similar devices and credit transfers),
  - issuing of payment instruments and/or acquiring of payment transactions,
  - execution of money remittance,
  - payment initiation services,
  - account information services;
- (18) **Payment transaction** means an act, initiated by the payer or on their behalf or by the payee, of placing, transferring, or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;
- (19) **Remote payment transaction** means a payment transaction initiated via internet or through a device that can be used for distance communication;
- (20) **Domestic payment transaction** is a payment transaction where the payer's payment service provider and the payee's payment service provider or the sole payment service provider provide payment services for the payer and the payee in the territory of the Republic of Slovenia;
- (21) **Cross-border payment transaction** is a payment transaction where the payer's payment service provider and the payee's payment service provider execute payment services for the payer and the payee in different EU Member States. A payment transaction is also classed as cross-border if the same payment service provider provides payment services for the payer in one Member State and for the payee in another Member State;
- (22) **Other payment transactions** are payment transactions executed in any currency if the payment transaction is executed by transferring funds between at least one payment service provider providing payment services in the territory of the Republic of Slovenia and a payment service provider providing payment services in the territory of a third country;
- (23) **SEPA area** is an area comprising the countries of the European Union with overseas territories and Switzerland, Liechtenstein, Norway, Iceland, and Monaco;
- (24) **Payment order** is an instruction by a payer or payee to the bank initiating the execution of a payment transaction (including, for example, an ordinary payment order, a standing order, and a direct debit);
- (25) **Credit transfer** is a payment service in which the payer orders the bank to execute a single payment transaction or several payment transactions, including a standing order, from his/her payment account to the credit of the payee's payment account;

- (26) **Direct debit** is a payment service in which the payee, based on the payer's consent, orders a payment transaction to debit the payer's account;
- (27) **SEPA direct debit** is a direct debit governed by the rules of the SEPA direct debit schemes for the execution of euro payments in the SEPA area;
- (28) **Standing order** is a written instruction of the payer to the bank to execute credit transfers in the same amounts at regular intervals or on predetermined date;
- (29) **Payment instrument** is any device or set of procedures or both, agreed upon between the user and the bank that is bound by this user and used by the user to initiate a payment order (e.g., payment card);
- (30) **Coverage on an account** is the sum of the positive balance and the approved overdraft on the account;
- (31) **Value date** is the day that the bank credits or debits a user's account and is a reference time used by the bank for the calculation of interest on the funds debited from or credited to a payment account;
- (32) **Business day**: if the account of the payee is with a payment service provider based within the area of the Republic of Slovenia, a business day shall be every day other than Saturday, Sunday, and public holiday, under the applicable legislation. If the payee's account is with a payment service provider established outside the territory of the Republic of Slovenia, the business day is every day that is a business day in the Republic of Slovenia and is also a business day of all participants involved in the execution of an individual payment transaction;
- (33) **Durable medium** is any instrument which enables the payment service user to store information addressed personally to that payment service user in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored (e.g., paper-based notice, electronic notification form in PDF format sent to online banking or by e-mail);
- (34) **Unique identifier** means the number of the user's transaction account or another unique user identification code at the bank;
- (35) **Consent to execute a payment transaction** is:
- submission of a paper or an electronic payment order by the user to the bank,
  - submission of a payment order through the payment initiation service provider,
  - submission of an authorisation for the execution of a payment transaction by the user in the case of a payment transaction ordered by the payee, and
  - a correctly entered PIN code or signature of the cardholder or holding the contactless card close to the POS terminal;
- (36) **ZPLASSIED** is an abbreviation used in these General Terms and Conditions and means the Payment Services, Electronic Money Issuance Services and Payment Systems Act (Official Gazette of the Republic of Slovenia No. 7 of 7 February 2018);
- (37) **Overdraft facility** means an authorised overdraft on the account agreed between the bank and the user. The overdraft facility is either basic or extra and is granted in EUR;
- (38) **Basic overdraft facility** is the credit amount on the account that the bank can grant to the user as an approved overdraft facility within the selected package on the account;
- (39) **Extra overdraft facility** is the credit amount on the account that the bank may grant to the user as an approved overdraft facility based on an application for the approval of the overdraft facility and the conclusion of a specific overdraft facility agreement;
- (40) **Extra overdraft facility with reduction** is the credit amount on the account that the bank may grant to the user as an approved overdraft facility based on an application for the approval of the overdraft facility and the conclusion of a special overdraft facility agreement. The amount of the overdraft facility is automatically reduced by the contractually agreed amount;
- (41) **Unauthorised negative balance on the account** is a balance that exceeds the coverage on an account;
- (42) **FATCA**: Foreign Accounts Tax Compliance Act is an agreement concluded between the Republic of Slovenia and the USA regarding the law on compliance with tax regulations regarding accounts abroad;
- (43) **U.S. Person Status**: is a U.S. taxpayer for the needs of FATCA;
- (44) **U.S. Indicia**: criteria that apply to the identification of the taxpayers for the purpose of the FATCA;
- (45) **CRS: Common Reporting Standard** is the OECD standard for the automatic financial account data exchange and sets out rules for the identification and reporting of certain financial data to a foreign country.

## II. General

- (1) These General Terms and Conditions shall define the conditions under which Agreements on Keeping a Transaction Account are concluded and terminated, the keeping of accounts, deadlines related to the execution of payment transactions, authorised overdraft facilities (overdraft limits), remuneration of funds on transaction accounts, fees and costs related to the performance of payment services, the manner and timing of notifications to account users, the bank's liability and the validity of the General Terms and Conditions.

## III. Protection of Personal Data and Confidential Information

- (1) The bank shall be the controller of personal and other confidential information on the user which the bank obtains upon the establishment of a business relationship and during further business with the user. These provisions also relate to the legal representative, proxy, guardian, guarantor, and warrantor.
- (2) For the purpose of performing mutual contractual relations and for marketing purposes, the bank processes, keeps, transmits, and protects personal and other confidential data to the extent consistent with the consent for the processing of personal data in accordance with the act governing the protection of personal data, the EU General Data Protection Regulation (Regulation (EU) 2016/679-GDPR), the act governing banking, the act governing companies, and other regulations pertaining to the protection of personal and confidential data and business secrets, and in accordance with its internal acts.
- (3) More detailed information, the rights of individuals relating to the processing of personal data and contact details are set out in the General Information on Personal Data Processing. The currently valid General Information on Personal Data Processing is available at the bank's business premises and on its website ([www.unicreditbank.si](http://www.unicreditbank.si)).
- (4) The user undertakes to notify the bank of any change in place of residence or employment, and any major changes in their financial position and income no later than 8 days after the change has occurred. At the same time, the user (and also any potential guarantor and/or pledger) allows and authorises the bank or any other person who acquires, through assignment, the rights under the contract or business relationship with the bank to make inquiries with the competent authorities about the place of residence, employment, and financial situation, including the inquiry on the existence and status of transaction accounts opened with banks.
- (5) Pursuant to the Tax Procedure Act (ZDavP-2) governing the implementation of the Agreement between the Government of the Republic of Slovenia and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA and the implementation of Directive 2014/107/EU and the OECD CRS Standard (Common Reporting Standard), financial institutions carry out due diligence procedures for the identification of non-residents' accounts, collect prescribed information on non-residents' accounts and report the information annually to the Financial Administration of the

Republic of Slovenia. The user is hereby informed that the data is being verified for the purposes of implementing the FATCA (U.S. Indicia) and CRS regulations.

- (6) The bank and the user agree that by signing the agreement in accordance with paragraph 2 of Article 215 of the Banking Act, the user agrees that the bank may communicate individual confidential data on the user to the tax authority of the Republic of Slovenia for the needs of the FATCA.

#### **IV. Opening a Transaction Account**

- (1) The legal relationship between the bank and the user is established on the day of signing the Agreement on Keeping a Transaction Account (hereinafter the agreement). Prior to concluding the agreement, the bank shall submit to the user the General Terms and Conditions.
- (2) The bank opens an account for the user if the following requirements and conditions are met:
  - the user submits a request for opening an account;
  - the user submits all the necessary documentation enabling the identification of the user and persons authorised for the disposal of funds on the account, taking account of applicable legislation, and when the identity of the client has been established in compliance with the applicable legislation;
  - the user submits all the required data for keeping the account register, other documentation in accordance with applicable legislation and any other documentation required by the bank.
- (3) The bank shall either approve or reject the application no later than five business days following the receipt of the request for opening an account and the complete required documentation. The user may start performing transactions via the account on the first business day after the opening of the account.
- (4) The bank has the right to refuse the application without stating a reason.
- (5) The bank shall open a basic payment account for the user or it shall reject their request for opening a basic payment account within five business days after receiving a complete request from the user to open a basic payment account. The bank shall open a basic payment account if the conditions referred to in point 2 of this Chapter are met and if there are no legal grounds for refusing to open a basic payment account. The bank shall immediately inform the user in writing and free of charge of the rejection of the application for opening a basic payment account, the specific reason for rejection, the right to use the internal complaint procedure at the bank, the right to notify the Bank of Slovenia and the right to out-of-court dispute resolution.
- (6) An account cannot be opened by an authorised person.

#### **V. Keeping a Transaction Account**

- (1) The bank undertakes to provide payment services for the user via the account within the available coverage on the account.
- (2) A positive account balance is a sight cash deposit with the bank.
- (3) The user acknowledges and explicitly authorises that the bank charges a fee for activities related to the management of high cash balances on the user's transaction Account (hereinafter the fee for the management of high cash balances in the manner and at the level laid down in these General Terms and Conditions and the applicable tariff of the bank.
- (4) Only the user, their proxies, legal representatives, and the administrator can use the funds in the account. Disposal of funds shall be unlimited unless otherwise provided by regulations.
- (5) The user may explicitly authorise adult third parties to dispose of funds held on the account based on a written authorisation. The authorising party's signature on authorisation must be notarised unless the authorisation is given in the presence of a bank employee. The authorisation shall contain all required personal data on the user and the authorised person in accordance with the applicable legislation. The

authorisation cannot relate to the right to further issue authorisations or to the right to close the account.

- (6) The authorisation shall be valid until the bank receives a written revocation of the authorisation from the user or an official notification of the death of the authorised person or the user, at any of the bank's business units. The user shall be responsible for any damage incurred up to the moment of receiving the revocation of the authorisation and the next 24 hours following the receipt of the authorisation revocation.
- (7) The bank shall keep the account in domestic and individual foreign currencies.

#### **VI. Execution of Payment Orders and Notification of Users after the Payment Transaction Execution**

- (1) Payment orders submitted by the user to the bank must be completed in accordance with the regulations, standards in payment systems, Instructions and Methods for Completing Payment Orders and these General Terms and Conditions. The order may be submitted in paper or electronic format.
- (2) Description of payment order statuses:
  - A payment order is received when the user who initiated the payment order delivers it into the bank's possession in accordance with the General Terms and Conditions, by submitting it at the bank, presenting it at a bank counter or by submitting it via the online or mobile banking systems. The bank shall be deemed to have received a payment order when the order is submitted to it using the described method, regardless of the possible prior involvement of the bank in the process of forming and initiating the payment order.
  - A payment order is executed when the coverage on the payer's account decreases and the coverage on the recipient's account increases, provided their accounts are held with the same bank, or when the coverage in the payer's account decreases, and when an approval order is granted and the coverage is ensured to the recipient's payment service provider, or intermediary payment service provider if the recipient holds an account with a different payment service provider based in or outside the Republic of Slovenia.
  - Rejected payment order: a payment order shall be rejected in the cases referred to in point 26 of this Chapter.
- (3) The bank shall execute a payment transaction upon reception of a payment order in accordance with the Schedule of Transactions with Transaction Accounts (hereinafter the schedule), if all the conditions specified in point 1 of this chapter are met, if coverage is ensured for the order on the account, if the order form is correct, legible and complete (without any corrections), if the order is not in breach with these General Terms or bank's internal policies and if there are no legal obstacles to its execution.
- (4) The bank shall receive and execute a payment order only in case it has been submitted to the bank by the user or the person authorised for the disposal of funds on the account.
- (5) If the bank receives a payment order on a day other than its business day, or if it receives a payment order after the time set out in its schedule, the bank shall be deemed to have received the payment order the following business day.
- (6) The payment order shall refer to the execution on the same day or on a predetermined business day, but not more than 180 calendar days in advance. Fulfilment of the conditions for the execution of a payment order is verified on the value date. Payment orders submitted for execution in advance shall be processed on the value date, provided that all the conditions are met.
- (7) The payment order may not be subject to a suspensive or resolutive condition. If a suspensive or resolutive condition is recorded, it has no legal effects.
- (8) In case the user provides no specific instructions, the bank shall determine the manner of order execution as it may consider the most

appropriate and in favour of the user. The third party shall not acquire any rights towards the bank with the receipt of a payment order.

- (9) If the user submits to the bank an incorrect unique identification code on a payment order, the bank shall not be liable to the user for an incorrect execution of the payment transaction.
- (10) If the user submits other data to the bank in addition to the unique identification code or other data required by the bank to execute the payment order, the bank shall only be liable for executing the payment transaction in accordance with the unique identification code provided by the user.
- (11) The user shall be held responsible for accuracy and completeness of the data on the payment order.
- (12) Payment orders are processed in the order of receipt and within the coverage on the account. This means that an order that exceeds the coverage on the account will not be processed until there is sufficient coverage on the account. Payment orders received subsequently indicating the amounts lower than the coverage on the account are therefore processed before any orders that exceed the amount of the coverage on the account, unless otherwise agreed between the bank and the user. The bank shall observe the legally defined priorities in all cases.
- (13) The orders shall be executed in accordance with the current schedule.
- (14) In case of cross-border and other payment transactions, the bank shall usually ensure the execution deadline set out in its schedule only to the first bank involved in the mediation or execution of the payment order.
- (15) In case of SEPA domestic payment transactions, the user shall enter, in addition to the uniform identification code, also the purpose code which helps the payment recipient determine the purpose of the payment. Purpose codes are published as an appendix to the Instructions and Methods for Completing Payment Orders.
- (16) The payer's bank shall transfer the purpose of the payment to the recipient's bank in accordance with the Instructions and Methods for Completing Payment Orders.
- (17) The payer may cancel the payment order at any time by withdrawing the consent for the execution of the payment order and by revoking the authorisation for the standing order or direct debit. Any payment transaction executed after cancellation shall be considered unauthorised. The payer may not cancel a payment order after the payment order for the execution of the payment transaction has become irrevocable, i.e., when it has been received by the payer's payment service provider, unless otherwise specified for individual cases in these General Terms and Conditions.
- (18) If the payment transaction is ordered by the payment service provider, the payee or the payer through the payee, the payer may not cancel the payment order after giving consent to the payment order service provider to initiate the payment transaction or after giving consent to execute the payment transaction in favour of the payee. However, if the payment transaction is initiated by the payee as a direct debit transaction, the payer may cancel the payment order initiated by the payee until the end of the business day prior to the agreed day of debiting the payer's account according to the schedule.
- (19) If the date of the execution of the payment order is fixed in advance, the payer may revoke the payment order at the latest by the end of the business day preceding the day agreed as the value date in accordance with the schedule.
- (20) After the expiry of the time limits specified in points 18 and 19 of this chapter, the user may revoke the payment order only if agreed with the bank. If the payment transaction is ordered by the payee or the payer through the payee, the payee's agreement shall also be required after the time limit referred to in point 18 of this chapter.
- (21) The user may dispose of funds on their account when the amount of the payment transaction is credited to the bank account in accordance with the payment execution time limits specified in the bank's schedule and

when the bank receives all the necessary information to approve the user's account. If an incoming payment order fails to include all the required data on the payer and the payee, the bank shall authorise the payee's account within the same business day if the bank is able to determine the missing data by itself. If the information on the payee or payer must be obtained from the payer's bank, the bank shall authorise the payee's account upon receipt of the data.

The bank can reject an incoming payment or crediting the payee's account:

- if accepting the incoming payment or its purpose would cause a breach of financial sanctions defined in article XV. of these General terms;
  - if accepting the incoming payment would be against internal risk mitigation measures and policies of the bank;
  - if the payee fails to provide the bank, on bank's request with documentation needed to establish the compliance of the payment
- (22) The bank shall credit the user's account in the currency of the received payment transaction. If the bank does not keep the user's account in the currency of the received payment, the bank shall execute a currency conversion and credit the user's account in the domestic currency.
  - (23) If the day when the funds are credited to the payee's bank account is not a business day of the payee's bank, the payee's bank shall be deemed to have received the funds for the payee on the first following business day.
  - (24) Incorrect debiting or authorisation of the account without the user's order, which is the result of an error, or a mistake made by the bank, its outsourcers, or another payment service provider, is eliminated by the bank by counter-posting, so that the account balance remains unchanged. The bank shall notify the user thereof by an account statement sent in the agreed manner. If the user opposes such reconciliation (correction), the bank shall restore the situation before the correction immediately after receiving a substantiated complaint.
  - (25) The bank may reject the execution of a payment order (even when it is initiated by the payment initiation service provider) if not all the conditions for the order execution have been satisfied as further specified in the next paragraph. The refusal and, if possible, the reasons for it and the procedure for correcting any errors that led to the refusal shall be notified to the user, unless prohibited by other relevant regulations (e.g., an act regulating the prevention of money laundering and terrorist financing). The bank shall provide or make available the notification at the earliest opportunity, and in any case, within the period specified for the execution of the payment order and indicated in the bank's schedule.
  - (26) Payment orders shall be rejected:
    - if the account lacks the coverage to execute the received payment order by the time specified in the schedule;
    - if the information on the payment order is incorrect, illegible or incomplete;
    - in case the submitted payment orders contain corrections (dates and other data);
    - if there are legal impediments, or if the bank receives a decision from the authorities, preventing it from executing the payment orders (e.g., enforcement decisions and security interest, etc.);
    - if the execution of the payment order would infringe financial sanctions defined in article XV. of these General terms;
    - if the payer fails to fulfil the obligations defined in Article. XIII. 8 of these General Terms.
    - if the execution of the payment order would be against internal risk mitigation measures and policies of the bank;
    - if the payer fails to provide the bank, on bank's request, with documentation needed to establish the compliance of the payment;
    - A SEPA cross-border and domestic direct debit payment order shall be rejected even if:
    - the bank has not been notified of the consent issued to the payee;

- the payment order data do not match the data of the issued consent.
- (27) By rejecting a payment order, it is considered that the bank has not received the order.

## VII. Other Bases for Debiting the Transaction Account

- (1) In the case of payment of domiciled bills of exchange issued or accepted by the user, the bank will debit the user's account on the basis of the submitted domiciled bill of exchange in accordance with the regulations governing payment services and the redemption of domiciled bills of exchange at banks and within the available coverage provided that the domiciled bill of exchange contains a clause from which it is evident that the bill of exchange is payable to the bank (domiciled clause), and if the bank receives from the holder of the domiciled bill of exchange all the necessary information for the redemption of the bill of exchange. A domiciled bill of exchange shall be deemed to include an irrevocable authorisation of the user to the holder of the bill of exchange to initiate the execution of a payment transaction in accordance with the issued domiciled bill of exchange and an irrevocable consent of the user to their bank to initiate the execution of a payment transaction.
- (2) In case the bank receives an enforcement decision or security interest or, in other cases of coercive interventions of the national authorities in the user's funds on the account issued by the court, the Financial Administration of the Republic of Slovenia or another competent authority, the bank shall prevent the user from disposing of funds (coverage) on the account in the amount set out in the decision or other official document, and shall act in accordance with the content of the document. In cases of enforcement, the bank shall not verify the relationship between the user of the account and the person designated as the creditor in the enforcement decision or security interest or any other official document.
- (3) The bank determines interest rates and other conditions of credit products offered to the user, assuming a structured contractual relationship between the user and the bank, where the user also makes use of the bank's deposit services, including keeping a transaction account and concluding deposit agreements. The purpose of any credit balance of the user with the bank is thus not only non-genuine keeping of funds, but such credit balance is also in the function of providing the bank with adequate collateral for the proper fulfilment of all obligations of the user to the bank under any contractual relationship with the bank.
- (4) For the purpose of the settlement of all their obligations towards the bank, the user shall recognise the bank the right of retention, including all the user's balances on transaction account and any deposits which the user concludes with the bank, and at the same time the user shall pledge all its such assets in favour of the bank so that by concluding an individual loan product, a lien of the first priority is deemed established on each bank balance of the user in favour of the bank.
- (5) In the event that the user fails to fulfil any of its financial obligations to the bank in due time and in full, the user expressly and unconditionally allows and explicitly and irrevocably authorises the bank to settle and offset its overdue and unpaid claims against the user without a specific additional order, using the funds from any bank balance of the user with the bank including any assets on the user's transaction account and inflows to the account as well as other deposit- and tied-up funds of the user with the bank. The relevant authorisation to the bank shall be deemed an irrevocable payment order of the user in accordance with the provisions of the currently applicable Payment Services and Systems Act.
- (6) Based on the contractual grounds as defined in point 1 of this chapter, the user shall expressly waive the protection referred to in Article 316 of the Code of Obligations and shall give explicit consent that the bank may offset its due and unpaid claims against the user under any contractual relationship concluded with the bank against the user's counter-due claims against the bank from any user's credit balance with the bank, including all funds on the user's transaction account and other deposit funds of the user.

- (7) If the bank keeps an account for the user in the domestic currency and foreign currencies, it shall implement conversion of available other currencies in accordance with the user's order in case there are insufficient funds on the account for the execution of a payment order in the currency indicated in the payment order. If there is no currency exchange order, the bank shall reject the payment order.
- (8) If the bank has to make a payment from the user's account without the user's consent (e.g., under court and tax orders and other decisions of state authorities) and there are insufficient funds on the account in the currency of the payment, and at the same time the user does not provide a currency exchange order to the bank, the bank shall perform currency conversion from other foreign currencies on the user's account.
- (9) If the bank receives an enforcement draft, it shall preclude the user from disposing of their funds on any of their accounts and of any other assets with the bank, if the user freely disposes of them, until the enforcement draft submitted to the bank is fully or partly repaid when the creditor requires only partial payment of the enforcement draft, or by the end of the period of one year following the submission of the enforcement draft by the creditor to the bank, or until the enforcement draft is returned to the creditor when the latter requires the return of the enforcement draft before it is repaid or a year following the submission of the enforcement draft to the bank expires. In case the bank receives a duly completed enforcement draft in accordance with the applicable legislation governing payment services and systems as well as the realisation of enforcement drafts with banks and within the available coverage, it shall debit any account of the user and other assets with the bank which the user may dispose of, without being obliged to take account of exemptions and limitations under the applicable law regulating enforcement and security interest. In case the user does not have any funds with the bank or any other assets with the bank that they may freely dispose of, the bank shall submit a copy of the enforcement draft to other payment service providers. The enforcement draft shall be deemed to include an irrevocable authorisation of the user of the enforcement draft to the creditor to require the execution of a payment transaction to the debit of the user's funds on any account with the bank and to the debit of other assets which they have with the bank and which they may dispose of, in accordance with the issued enforcement draft, and an irrevocable consent of the user to all their banks to execute a payment transaction to the debit of their funds on any account and to the debit of other assets which the user has with banks and which the user may dispose of.
- (10) An enforcement draft may only indicate a specific amount in the domestic currency.

## VIII. Specific Features Related to Direct Debit Transactions

- (1) In case of a SEPA direct debit, the payer's obligations to the payee are settled by the direct debit to the payer's account based on the information provided by the payee to their payment service provider. The payer provides consent for debiting the account to the payee. The payer may change or revoke the consent of the payee. The payer may request a cash reimbursement after the SEPA direct debit has been executed in accordance with the scheme rules.
- (2) The bank does not perform an individual SEPA direct debit if the payer cancels the execution. The payer has the right to cancel the execution of an individual SEPA direct debit in accordance with the applicable schedule. Revocation may only relate to a specific payment obligation and shall not constitute the revocation of consent. The bank shall not be liable for any damage to the payee or payer that could result from the cancelled individual SEPA direct debit. The bank shall not be responsible for complaints arising from the contractual relationship between the payer and the payee.
- (3) If the account holder has given consent for the payment of a direct debit in which the debtor is another person (the account holder is the payer but not the debtor), the account holder agrees that upon the payee's

transfer to SEPA direct debit, the data from their consent or the consent may be transferred from their bank through the payee's bank to the payee.

#### **IX. General Features of the Basic Overdraft Facility**

- (1) The account user agrees that the bank may grant the account user a basic overdraft facility in the amount and for a period that is in line with the bank's business policy. The bank may, at its sole discretion, approve or deny the basic overdraft facility.
- (2) The bank approves the basic overdraft facility to adult account users with regular monthly inflows to the account. The user shall expressly agree to receive their regular inflows, which have presented the condition for the authorisation of the overdraft facility, to their account with the bank over a minimum period for which the overdraft facility has been authorised, and that they shall not close the account until the final repayment of the basic overdraft facility.
- (3) The basic overdraft facility shall be valid for a period of one year or throughout the duration of the Agreement on Keeping a Transaction Account. In any case, the bank shall have the right not to approve/extend the basic overdraft facility based on the assessment of the user's creditworthiness (once a year) or to approve it in a smaller amount.
- (4) The bank shall accrue interest on the use of the basic overdraft facility at an interest rate equal to the applicable default interest rate, in accordance with the law determining the prescribed default interest rate, reduced by a haircut of 5 GT (0.05%). Interest is calculated according to the linear method, considering the actual number of days in a month and 360 days in a year.
- (5) The bank shall credit the accrued interest to the account at the end of the accounting period and upon closure of the account. The user shall be obliged to ensure funds in the amount of the accrued interest prior to its maturity to avoid unauthorised negative balance caused by interest settlement.
- (6) The bank shall notify the user of the change in interest rates in accordance with the General Terms and Conditions of Keeping Transaction Accounts and the Provision of Payment Services for Consumers.
- (7) A user with several accounts opened with the bank shall normally have the basic overdraft facility granted to one account only.
- (8) The basic overdraft facility may be replaced by an extra overdraft facility based on an approved application for granting the overdraft facility on the user's transaction account.
- (9) The bank shall charge the granting and modifications of the basic overdraft facility in accordance with the Decision on the payment tariff for retail banking, transactions with small enterprises, sole proprietors, and persons of liberal professions (hereinafter the tariff).
- (10) The bank shall reserve the right to cancel the basic overdraft facility if the user acts contrary to the Agreement on Keeping a Transaction Account and these General Terms and Conditions. The bank may also cancel the basic overdraft facility if the user exceeds the overdraft facility, in the absence of regular monthly inflows or in case of receiving decisions on compulsory recovery or decisions securing fulfilment of the liability, i.e., before the execution of these, if the positive balance on the account is not sufficient for their execution. In that event, the user shall be obliged to immediately settle the amount of the used overdraft facility and the amount of the unauthorised negative balance.
- (11) The bank shall also have the right to cancel the basic overdraft facility if the user's account is blocked or if the user has not carried out any transactions via the account for more than three months or only the interest has been accrued in this period, including banking costs and minimum inflows to settle the costs and interest exceeding the overdraft facility.
- (12) The user shall be obliged to immediately and fully settle the basic overdraft facility if they withdraw from the basic overdraft facility or if the bank cancels their basic overdraft facility.

- (13) In case the user fulfils one of the following conditions:
  - the user fails to ensure regular monthly inflow at least in the amount that covers the used amount of the overdraft facility in their transaction account; or
  - the user fails to reach a positive balance on their transaction account at least once a month, the bank shall have the right to prevent the user from further drawing of the basic overdraft facility.
- (14) The user may waive the right to the basic overdraft facility in writing even before the first drawing.
- (15) The bank may, at any time, require the payment of the full amount of the drawn basic overdraft facility.

#### **X. Extra Overdraft Facility**

- (1) Based on the application for the approval of the authorised overdraft facility on the transaction account, the bank may grant an extra overdraft facility to an adult user.
- (2) The user may submit the application for the approval of the authorised overdraft facility on the transaction account in writing to the bank's business unit or via the electronic banking system.
- (3) The amount and maturity of the extra overdraft facility depend on the amount of regular monthly inflows to the account and the bank's business policy. The bank may, at its discretion, grant or reject the extra overdraft facility.
- (4) The bank shall grant the extra overdraft facility for a maximum period of 12 months. If the user meets the conditions for the renewal of the overdraft facility upon the expiry of the period of validity of the overdraft, the bank may extend its validity for the same period and up to the amount of the overdraft facility granted. The bank shall notify the user of the extension of the period of validity of the overdraft facility in writing no later than 8 days prior to the expiry of the period of validity of the overdraft. If the user does not agree with the proposed extension of the period of validity of the overdraft facility, they may inform the bank thereof in writing no later than 3 business days prior to the expiry of the period of validity of the overdraft facility using the "Request for the suspension of the overdraft facility under the Agreement on authorised overdraft facility on the transaction account" form available on the bank's website, otherwise it shall be deemed that the bank and the user agree to extend the validity of the overdraft facility. If the bank does not approve the extension of the validity of the overdraft facility or if the user has submitted a request to terminate the overdraft facility, the user shall pay the full amount of the overdraft drawn. The user shall be obliged to pay the bank default interest for the unpaid overdraft in accordance with the law that determines the default interest rate.
- (5) For the approval and drawing of the extra overdraft facility, the bank and the user shall conclude a written Agreement on Authorised Overdraft Facility on the Transaction Account.
- (6) The bank shall remunerate the drawing of the extra overdraft facility at the interest rate on the authorised extra overdraft facility on the account in accordance with the applicable bank's decision on interest rates. Interest shall be calculated in accordance with the linear method, taking account of the actual number of days in a month and 360 days in a year.
- (7) The bank shall credit the accrued interest to the account at the end of the accounting period and upon closure of the account. The user shall be obliged to ensure funds in the amount of the accrued interest prior to its maturity to avoid unauthorised negative balance caused by interest settlement.
- (8) The bank shall notify the user of the change in interest rates in accordance with the General Terms and Conditions of Keeping Transaction Accounts and the Provision of Payment Services for Consumers.
- (9) The costs for approving or changing the overdraft facility are specified in the Decision on payment tariff for retail banking, transactions with small companies, sole proprietors and persons of liberal professions (hereinafter the tariff).

- (10) The bank may withdraw from the Agreement on Authorised Overdraft Facility on the Transaction Account if the user acts contrary to the said agreement, the Agreement on Keeping a Transaction Account, the General Terms and Conditions of Keeping Transaction Accounts and the Provision of Payment Services for Consumers and these General Terms and Conditions. Furthermore, the bank may terminate the Agreement on Authorised Overdraft Facility on the Transaction Account in case of an unauthorised negative balance on the user's account, the absence of regular monthly inflows or in case it receives decisions on forcible collection or decisions on securing the meeting of liabilities, i.e., prior to their execution if the positive balance in the account does not suffice for the execution of these decisions. In that event, the user shall be obliged to immediately settle the amount of the drawn overdraft facility and the amount of the unauthorised negative balance.
- (11) The bank shall also have the right to withdraw from the Agreement on Authorised Overdraft Facility on the Transaction Account if the user's account is blocked or if the user has not carried out any transactions via the account for more than three months or only the interest has been accrued in this period, including banking costs and minimum inflows to settle the costs and interest exceeding the overdraft facility.
- (12) In case the user fulfils one of the following conditions:
  - the user fails to ensure regular monthly inflow at least in the amount that covers the used amount of the overdraft facility in their transaction account; or
  - the user fails to reach a positive balance on their transaction account at least once a month, the bank shall have the right to prevent the user from further drawing of the extra overdraft facility.

## XI. Supplementary Services

- (1) The bank also provides the user with supplementary services associated with the account, which is subject to a separate agreement between the bank and the user. The bank may issue the General Terms and Conditions for the provision of supplementary services.
- (2) The Mastercard card is a debit card with immediate payment or reservation of funds on a transaction account.
- (3) The debit card holder may deposit banknotes in the domestic currency of EUR 10, 20, 50 and 100 at designated ATMs of the bank in Slovenia and abroad by using the "automated cash deposit at ATM" service. A deposit may contain up to a maximum of 100 banknotes.
  - The debit card holder shall insert into an ATM unfolded banknotes without any staples, otherwise the ATM may be damaged. The debit card holder undertakes to reimburse the bank for the damage to the ATM.
  - The ATM checks the authenticity of banknotes when they are deposited. If the ATM detects that the banknote is counterfeit, it will retain it and inform the debit card holder about this via the information appearing on screen and a separate notice on the printed confirmation of the transaction performed which states the number of banknotes retained. To obtain the information concerning the retained banknotes, the debit card holder or user shall go to the business unit where their transaction account was opened.
  - The bank may subsequently, within 30 days after the cash has been credited to the user's transaction account, verify the authenticity of the deposited banknotes. If the banknotes are found to be counterfeit, the bank may debit the user's transaction account for an amount equal to these banknotes.
  - Deposited cash which has not been retained shall be available on the user's transaction account immediately after being successfully deposited. The debit card holder is notified of the completed deposit with a printed confirmation of the completed transaction. Automatic deposit is possible at any time during the operation of an individual ATM.
- (4) Using the "Universal Payment Order (UPO) on ATM" service, the debit card holder may pay their obligations to domestic issuers of these

payment orders having the OCR line at designated ATMs of the bank in Slovenia, but not any other payment orders.

- The user shall select the "Payment of a pre-printed payment slip or UPO" service on an ATM's screen if they wish to pay an UPO at an ATM. The user shall acquaint themselves with the rules on the use of this service in these General Terms and Conditions prior to using this service. The user may only insert an individual pre-printed payment slip or an UPO separately in the slot of the ATM following the instructions on the screen. The user shall confirm the correctness of the amount of the payment which is displayed; if the amount is incorrect, the user may abort the payment. When there is no amount indicated on a pre-printed payment slip or an UPO, the user shall enter it themselves (e.g. humanitarian payments).
  - The user shall receive a confirmation of the conducted transaction on a copy of the UPO and a printed confirmation of the payment made from the ATM.
  - The user's personal account shall be debited for the amount of an UPO on the day when the service is provided at an ATM regardless of the payment value date stated on the UPO. The transaction shall be executed in accordance with the applicable schedule described in point 3 of chapter VI of these General Terms and Conditions.
  - The bank shall charge a fee for the performed service of payment of an UPO at an ATM in accordance with the applicable Decision on Payment Tariff for Retail Banking, transactions with small companies, sole proprietors, and persons of liberal professions.
- (5) Services available to accounts accessible online:
    - Account information service: the bank enables access to information on certain accounts and the corresponding payment transactions based on the explicit consent of the user granted to the account information service provider.
    - Payment initiation service: the bank allows the payer to give consent for the initiation of payment transactions through a payment initiation service provider. The bank treats such payment orders in the same way as payment orders which it receives directly from the payer.
    - Confirmation of availability of funds: at the request of the payment service provider issuing card-based payment instruments, the bank shall immediately confirm whether the payer's account holds the amount necessary for the performance of the card-based payment transaction. The payer shall give explicit consent to the bank for it to respond to the request of the specific payment service provider and to confirm the availability of funds on the payer's account matching the specific card-based payment transaction. The consent shall be given prior to the first request for confirmation.
  - (6) In initiating the consent to the account information service provider, payment initiation service provider and the payment service provider issuing the card-based payment instruments, the authentication processes which the bank offers to the user in account transactions online are considered.

## XII. Bank Liability and Refund of Payment Transactions

- (1) The bank's liability in connection with the execution of payment transactions is regulated in the ZPlaSSIED.
- (2) If the payment transaction was initiated by the payee or the payer through the payee, the payer may request a refund of the total amount of the approved and correctly executed payment transaction within 8 weeks from the date of debit if:
  - the payer has given consent without the exact amount of the payment transaction;
  - and if the amount of the payment transaction exceeds the amount that the payer could reasonably expect given the amounts of past payment transactions, the terms and conditions in the General Terms and Conditions and other contractual documentation and other circumstances of the case (unless the excess amount is due to currency exchange rate).

The payer shall prove that both of the above conditions are met. The payer shall not be entitled to a refund where they have given their consent directly to the payment service provider and the payment service provider or payee has provided or made available information on the future payment transaction in an agreed manner at least 4 weeks before the due date.

- (3) The Bank shall not be liable if the Payment Transaction is not executed, is not executed correctly or is executed late if the reason for not executing the Payment Transaction, not executing it correctly or executing it late is in acting of the intermediary or any third person involved in execution of the Payment Transaction according to regulation binding the intermediary or third person involved in execution of the transaction
- (4) The user of PIS and AIS services shall display a sufficient level of diligence when using these services. It shall be deemed that the user failed to act diligently if, prior to giving consent to the provider of the PIS and/or AIS services for the provision of these services, they did not verify whether the provider concerned can provide these services in the Republic of Slovenia. In the Republic of Slovenia, the PIS and AIS services can be provided by banks, savings banks, and certain payment institutions. The authorisations of payment institutions or electronic money institutions for the provision of PIS and AIS services in the Republic of Slovenia can be checked in the register of payment institutions which is kept and maintained by the Bank of Slovenia and are accessible on the website <https://www.bsi.si/financna-stabilnost/nadzor-placil-in-infrastruktur/nadzor-placilnih-institucij/register-placilnih-institucij> or <https://www.bsi.si/financnastabilnost/nadzor-placil-in-infrastruktur/nadzor-druzba-izdajoelektronskega-denarja/register-druzba-izdajo-elektronskega-denarja>. The PIS and/or AIS service provider, which is a payment institution or electronic money institution, has been granted authorisation to provide these services in the territory of the Republic of Slovenia if it is listed on one of the lists of payment institutions or electronic money institutions published within the aforementioned registers, and if it has, in addition to its firm, number 7 (authorisation to perform PIS services) or number 8 (authorisation to perform AIS services) indicated as a ref. no. of the payment service referred to in the first paragraph of Article 5 of the ZPlaSIED or Annex I to the Directive 2015/2366/EU.
- (5) The consent for the provision of PIS and/or AIS services which the user gives to the provider of these services is the subject of the contractual relationship between the user and the provider of the PIS and/or AIS services. Due to the above, the user shall notify the bank immediately when they detect that an entity is accessing their account without the user's consent:
  - during working hours by phone (+386 1 5876 777 or +386 40 636 898),
  - by e-mail at any time (e-mail address: e-blokada@unicreditgroup.si),
  - during working hours in person at the bank's business unit that keeps their personal account. The information on working hours is published on the bank's website [www.unicreditbank.si](http://www.unicreditbank.si).
- (6) Points (3) and (4) of this chapter shall apply only to those users who are also users of the online and mobile banking systems for consumers.

### XIII. Notification

- (1) The user shall notify the bank, no later than 5 days of the occurrence of a change, of all changes of personal data, the data of their authorised persons and other data relating to the account and which the user provided when submitting the application for opening an account. The bank is not liable for any damage incurred due to the failure to comply with the obligation to notify changes.
- (2) In case of a written notice by the bank, the notice shall be deemed to have been duly served if it is sent to the last known address held by the bank in its record.
- (3) The bank shall notify the user of payment transactions executed to their

account by means of a statement including outstanding balance and transactions which it shall send to the user at least once a month (hereinafter the monthly statement). The bank shall send to the user who also uses the Online banking monthly statements to the online banking system. Documentation in paper form is sent only on the prior explicit request in the form or an order placed through the Online banking system or in the bank's business unit. The bank shall forward the Annual fee calculation to the holder of the account in the same way as agreed or specified for monthly statements.

- (4) The user shall be obliged to notify the bank immediately and without any delay of any unauthorised, incorrectly executed and/or non-executed payment transaction, when they realise that such payment transactions have occurred, and no later than within 13 months after the date of the debit and/or authorisation.
- (5) The user shall undertake to immediately, no later than within 90 days of the change, notify the bank in writing of any change in the circumstances of their status or data and provide appropriate documentation or evidence relating to the determination of tax residence status, including for the purposes of the FATCA and CRS, such as:
  - change of tax residence;
  - acquisition of US citizenship;
  - change of address of permanent or temporary residence;
  - change of postal address;
  - change of telephone number;
  - change of a valid authorisation for a person from abroad;
  - change of "hold mail" instruction abroad;
  - change of "in-care-of" address abroad.
- (6) If the user fails to notify the bank and does not provide the relevant documents or supporting documents immediately after receiving a written request from the bank, the user's bank will report to the tax authority of the Republic of Slovenia that the user is a potential tax resident of a foreign country (e.g., U.S. Person Status). In this case, the bank shall be entitled to unilaterally terminate the contractual relationship after prior written notification to the user and close the account in accordance with the provisions of the General Terms and Conditions.
- (7) The user undertakes to refund the bank for any costs and damage that may incur as a result of the user's violation of this article. The bank shall not be liable for any damage resulting from non-compliance with the obligation to notify changes. All financial and other consequences due to non-compliance with the notification obligation or late notification of changes shall be borne by the user.
- (8) The User commits to deliver on the Bank's request the necessary documentation and information needed by the Bank to fulfil the customer check obligations.

### XIV. Fees, Interest Rates and Exchange Rates

- (1) An overview of fees for the provision of payment and other services is available to the user in the valid bank's tariff. The bank will debit the user's account for the appropriate amount of fee after the execution of the payment transaction or on the basis of a contractual relationship.
- (2) The bank shall have the right to charge fees and actual costs for the provision of payment services set out in the bank's valid tariff.
- (3) The bank also charges fees for costs paid to foreign banks set out in the bank's currently valid tariff.
- (4) The bank shall pay interest on the funds in the account by the deadlines and in the manner and at the interest rate determined by the bank's applicable resolutions on the level of interest rates. The bank shall credit the accrued interest at the end of the accounting period, which it determines itself, and when the account is closed. Interest is calculated according to the linear method, considering the actual number of days in a month and 360 days in a year.

- (5) In cases where the average monthly cash balance on the user's transaction accounts exceeds the limit, the bank charges the user a fee for the management of high cash balances. The amount of the limit is determined by the bank's valid tariff. The average monthly cash balance on the transaction accounts in the Euro currency represents all funds held in a given month in all user's transaction accounts opened with the bank. The amount of the monthly fee for the management of high cash balances shall be calculated as follows: (annual fee rate as determined by the bank's valid tariff in %) × (average monthly cash balance on transaction accounts in EUR above the limit) × (actual number of days in a month/360). The bank shall debit the user's transaction account the fee charged for the management of high cash balances once a month. If the fee charged for the management of high cash balances refers to several transaction accounts of the user opened with the bank, each individual transaction account shall be debited in proportion to the average amount of cash balance on each account. The fee shall be charged on the first day of the month for the previous month. The user shall undertake to provide sufficient balance on the transaction account to pay the fee for the management of high cash balances.
- (6) In case of currency exchange, the bank applies exchange rates for retail customers valid on the day of the actual execution of the currency exchange (hereinafter the exchange rates). The exchange rates are published on the bank's website ([www.unicreditbank.si](http://www.unicreditbank.si)) and at the bank's business units.
- (7) Buying and selling exchange rates from the daily bank's exchange list for retail clients shall apply to the domestic/foreign currency exchange and foreign currency/foreign currency exchange in force at the time the currency exchange shall be used, unless otherwise agreed by the contracting parties on a case-by-case basis.
- (8) The bank shall notify the user of any amendments to the provisions of this chapter in the manner specified in chapter XVII of these General Terms and Conditions.

## XV. Financial Sanctions

- (1) "Sanctions" means any economic, financial or trade sanctions laws, regulations, executive orders restrictive measures or other sanctions requirements enacted, administered, imposed, enforced or publicly notified by the government, any official institution, authority and/or agency of:
  - a. the United Nations;
  - b. the European Union;
  - c. the United States of America;
  - d. the United Kingdom, Italy or the Federal Republic of Germany.
- (2) "Sanctioned Country" means any country or other territory that is, or whose government is, subject to country-wide or territory-wide Sanctions.
- (3) "Sanctioned Person" means a person who is, or is owned or controlled by, a designated target of Sanctions.,
- (4) Regardless the above, the Bank can classify the person as a Sanctioned person especially but not exclusively if one or more of the following risk indicators is detected by the UniCredit Group, member of which is the Bank:
  - Possibility of a business connection with a country, region, subject and/or economic activity
  - Ownership connection with subject under Sanctions with detected possibility of controlling position of such subject and/or such subject's assets.
  - Any other kind of connection with subject under Sanctions with detected possibility of controlling position of such subject and/or such subject's assets.
  - Involvement in transactions with high-risk countries, regions, subjects or economic activities that is subject of Sanctions

- (5) The User declares the he /she is not a Sanctioned Person or in breach of any Sanctions. The User hereby undertakes to inform the Bank immediately in the event of any change in these declarations.

## XVI. Termination of the Agreement

- (1) The agreement concluded for a definite period of time is terminated upon expiry of such a period, or through termination.
- (2) With the consent of the bank, the user may terminate the agreement at any time in writing with immediate effect. The user may also unilaterally terminate the agreement at any time in writing with a notice period of one month.
- (3) The bank may unilaterally terminate the agreement concluded for an indefinite period of time upon 2 months' notice. The notice of the termination of the agreement shall be provided to the user by the bank in a clear and comprehensible manner, on paper or on another durable medium. Until the closure of the current account, the user or their legal representative has the right to freely dispose of funds in the account, unless the bank has received a decision on enforcement, insurance, or other cases of compulsory intervention of public authorities in the user's funds in the account, issued by a court, the Financial Administration of the Republic of Slovenia, or another competent body. Upon termination of the agreement, the bank will transfer any remaining funds to a special temporary account, where the funds will no longer be remunerated. In this case, the user is deemed to be in arrears to the creditor regarding these funds. Upon termination of the agreement, the funds will be available to the user only by cash withdrawal at the register of a business unit or by refund to a user's transaction account opened with another bank.
- (4) Notwithstanding the previous paragraph, the bank may unilaterally terminate the agreement on access to a basic payment account by giving two months' notice only if there have not been any transactions on the user's basic payment account for more than 24 months, if the user no longer resides legally in the European Union or if the user subsequently opens such a payment account with another bank, which allows them to use the services that must otherwise be provided by the basic payment account. In such a case, the bank shall be obliged to notify the user in writing and free of charge of the reason for the termination unless such disclosure would be prohibited under other regulations, the right to use the internal complaint procedure at the bank, the right to notify the Bank of Slovenia of the termination of the agreement and the right to out-of-court dispute resolution. The bank may unilaterally terminate the agreement on access to a basic payment account with immediate effect if the user has intentionally used their basic payment account for illegal purposes or provided inaccurate information to obtain the right to the basic payment account, if they would not obtain such a right on the basis of providing accurate information, or if the user violates or has violated their contractual obligation towards the bank within the last three years.
- (5) The bank may also unilaterally terminate the agreement on access to a basic payment account under the conditions laid down by another law in respect of withdrawal from the agreement.
- (6) On the date of expiry of the Contract all banking products connected with transactions account shall expire.
- (7) In case of termination of the Contract, the User shall be obliged to fully settle all his contractual liabilities as well as all other liabilities arising from other contract relations in connection with transactions account which have been incurred up to the day of termination of the Contract.
- (8) If the bank violates provisions of these General Terms and Conditions relating to the notification of the user, the latter shall have the right to challenge the agreement under the provisions of the Code of Obligations.
- (9) In the event of termination of the agreement, the user shall pay to the bank the fees which the bank charges for its performance of payment services, for a specified period of time only proportionally up to the

termination of the agreement. If such fees are paid in advance, the bank shall reimburse to the user a proportionate share of the fees paid.

- (10) The bank may not charge the user any special fees due to the termination of the agreement if the user terminates the agreement concluded for a limited period in the duration of more than 6 months, or concluded for an unlimited period, following the expiry of six (6) months after the conclusion of the agreement.
- (11) The bank can terminate the Contract with immediate effect, regardless of the limited or unlimited duration of the Contract, if the User infringes provisions of these General Terms and Conditions and/or any other specific conditions, guidelines or decisions that are component part of these General Terms and conditions, other agreements or regulation, especially:
  - if the User fails to provide the bank with needed information regarding the business activity, expected purpose and nature of business relation of the User or if, without notice to the bank, User's business activity deviates from the announced, the purpose or expected nature;
  - if the bank is of opinion that the User became insolvent or illiquid or its assets are significantly reduced;
  - if the user does not establish the agreed lien or mortgage in favor of the bank;
  - if there was no incoming payment on User's account in the last 6 months;
  - if negative balance on User's account is not repaid in deadline set in bank's notice;
  - if the bank receives such decision from the authorities;
  - if the User becomes a "Sanctioned Person".

## **XVII. Amicable Resolution of Disputes**

- (1) Potential disputes, disagreements, or complaints in connection with the provision of services in accordance with these General Terms and Conditions shall be resolved amicably by the user and the bank.
- (2) Disputes and disagreements shall be resolved by the bank based on a written or oral complaint provided by the user (hereinafter the complainant). The complainant may address a written complaint to the bank using a prescribed form available at all business units of the bank, in writing to UniCredit Banka Slovenija d.d., Ameriška ulica 2, 1000 Ljubljana (with the note: Monitoring of complaints), via electronic banking systems, by e-mail to the competent contact person at the business unit, to the bank's general e-mail address [info@unicreditgroup.si](mailto:info@unicreditgroup.si) or via the web portal <https://www.unicreditbank.si/si/o-nas/pripomocki/pritozbeni-postopek.html>. The complainant may file an oral complaint in person or by telephone at all business units of the bank or by telephone 080 8800 to the bank's contact centre. The bank shall be obliged to respond in writing only to complaints submitted in writing.

The client's complaint shall be comprehensible and clear and shall contain the facts on which the complaint is based. The complaint shall contain the information on the client filing the complaint (name, surname, address, e-mail address, telephone); explanation of the reasons to complain, description of the event or indication of key facts and date of the event; indication of the documents to which the complaint relates; submission of evidence to confirm the facts on which the client's claim is based; contact details for sending the answer; signature of the client (in case of submitting a complaint by post to the address of the bank's registered office).

The party's claim for damages shall be submitted in writing and shall contain all the mandatory elements of the complaint. If it is not submitted in writing or is not complete, the conditions for dealing with it are not met.

The bank shall only handle complaints that are complete and submitted correctly. If the client's complaint is incomplete, incomprehensible, or unclear, the bank shall invite the client to complete the complaint and shall set an 8-day time limit for completing it. The request to supplement the complaint suspends the complaint-handling time-limit. In this case,

the complaint procedure, and thus the time limit for resolving the complaint and sending the response to the complaint, shall begin to run on the day following the day of receipt of the complete or supplemented complaint. If the client fails to supplement the complaint within the time-limit prescribed, the bank shall reject it.

The competent body at the bank shall decide on the complainant's claim within the shortest possible time or at the latest within the time limit determined for individual types of complaints by the applicable regulations. The bank shall send a reply to the complainant's claim with appropriate explanations in writing to the complainant's address.

The bank shall reply to complaints regarding the performance of payment transactions which are covered by the provisions of the Payment Services, Electronic Money Issuance Services and Payment Systems Act (ZplaSSIED) within 15 business days following the receipt of all relevant documentation. If due to exceptional circumstances the reply is not possible within 15 business days, the bank shall send a temporary answer to the client in which it explains the delays or gives an appropriate explanation to the client and sets a deadline by which the client will receive the final answer. This period may not exceed 35 business days.

In case of complaints that do not relate to payment transactions, the bank shall provide a reply to the client within 8 days of receipt of all relevant documentation.

The complainant shall have the right to file an objection to the bank's reply. The bank shall send the decision regarding the objection with adequate explanations in written format to the claimant's address within 15 business days. By doing so, the bank's decision shall be final, and its internal complaint procedure shall be concluded. If the complexity of the case does not allow the resolution of the claim or objection within the specified period, the Bank shall notify the complainant in writing of the anticipated date of the resolution of the complainant's claim or objection.

- (3) Should the complainant not be satisfied with the bank's decision on the complainant's claim or objection or if the complainant does not receive the bank's reply to the complainant's claim or objection within 30 days, the complainant shall have the right to file, within a maximum of 13 months from the final decision taken in the bank's internal complaint procedure or from the expiration of the deadline for handling the complainant's claim or objection, an initiative for the commencement of out-of-court dispute resolution proceedings with the out-of-court dispute resolution provider (hereinafter NJDR Provider), which the bank recognises as competent for resolving consumer disputes. The bank may at any time change the IRPS provider responsible for resolving consumer disputes.
- (4) The name, e-mail address and telephone number of the currently acknowledged IRPS provider shall be published on the bank's website [www.unicreditbank.si](http://www.unicreditbank.si).
- (5) The filing of an initiative for an out-of-court dispute resolution procedure shall be without prejudice to the complainant's right to file an appropriate claim for the dispute resolution with the court of competent jurisdiction according to the bank's registered office in accordance with law.

## **XVIII. Transitional and Final Provisions**

- (1) The following documents form an integral part of these General Terms and Conditions:
  - Schedule for transactions with transaction accounts
  - Instructions and methods for completing payment orders
  - Decision on the payment tariff for the bank's services provided to households, small enterprises, sole proprietors and liberal professions
  - Decision on bank interest rates
  - General terms and conditions for the use of the online and mobile banking system for consumers

- GENERAL TERMS AND CONDITIONS OF CARD TRANSACTIONS FOR CONSUMERS
  - Information on Deposit Guarantee Scheme for Depositors
- (2) If the bank amends these General Terms and Conditions, it shall inform the user in writing by post two months before the changes take effect, and in case the user operates by using the electronic banking systems, by notification via electronic banking systems, sending the user proposed amendments to the General Terms and Conditions.
  - (3) If the user does not agree with the 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 any payment of fees. The user shall terminate the agreement in writing no later than on the day preceding the day on which the amendments come into 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. If the user rejects the proposed amendments but does not terminate the agreement, it shall be understood the bank terminated the agreement with a two-month period of notice, counted from the day that the notification of the amendments is sent.
  - (4) The currently valid General Terms and Conditions shall be published on the bank's website and at all of the bank's business units.
  - (5) These General Terms and Conditions form an integral part of the Agreement on Keeping a Transaction Account. By signing the Agreement on Keeping a Transaction Account, the user acknowledges that they have been familiar with the General Terms and Conditions before concluding the agreement and fully agree with them.
  - (6) With the entry into force of these General Terms and Conditions, the previous General Terms and Conditions on the Transaction Account Management shall cease to apply. From 1 February 2023 onwards, these General Terms and Conditions shall apply to agreements on the opening and management of transaction accounts concluded on the basis of the previous General Terms and Conditions on the Transaction Account Management.
  - (7) The provisions of the agreement between the bank and the user regulating contractual relations in connection with the opening and managing of an account and the provision of payment services which are contrary to the provisions of the ZPlaSSIED shall hereby be deemed to be replaced by the provisions of the ZPlaSSIED.
  - (8) The user shall have the right to request, at any time, a copy of their agreement and these General Terms and Conditions in a paper format or on another permanent data medium.
  - (9) Services carried out under these General Terms and Conditions and the interpretation of these Terms and Conditions shall be governed by the law of the Republic of Slovenia.
  - (10) If the user becomes aware of a breach committed in carrying out services under these General Terms and Conditions, and such a breach constitutes an infringement under the ZPlaSSIED, they shall have the right to file a written proposal to initiate misdemeanour proceedings. The proposal shall be lodged with the Bank of Slovenia which is responsible for deciding on such offenses.
  - (11) The General Terms and Conditions are drawn up in Slovene.
  - (12) These General Terms and Conditions shall become effective and apply as of 1 December 2022.