

## GENERAL TERMS AND CONDITIONS OF CARD TRANSACTIONS FOR CONSUMERS

### I. Definition of Terms

Individual terms used in these General Terms and Conditions of Card Transactions for Consumers (hereinafter: **General Terms and Conditions**) shall have the following meaning:

- (1) **Issuer of the General Terms and Conditions** means UNICREDIT BANKA SLOVENIJA d.d., Šmartinska cesta 140, 1000 Ljubljana, Slovenia, SWIFT code BACXSI22, info@unicreditgroup.si, registered with the District Court of Ljubljana, application number 1/10521/00, registration number 5446546000 (hereinafter: **Bank**). The Bank is on the list of banks and savings banks that hold Bank of Slovenia authorisation to provide payment services, which can be found on the Bank of Slovenia website;
- (2) **Member State** means a Member State of the European Union or signatory state to the Agreement on 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 the previous paragraph;
- (4) **Bank's website** means www.unicreditbank.si;
- (5) **Bank's Contact Information:** 080 88 00 if calling from the Republic of Slovenia and +386 1 5876 777 if calling from abroad. The e-mail address is kartice@unicreditgroup.si;
- (6) **Consumer** means an individual that concludes a Card Transactions Agreement for personal use not connected with his/her trade, business or profession;
- (7) **Card Transactions Agreement** means an agreement or other document on the basis of which the User arranges a contractual relationship with the Bank to execute Card transactions;
- (8) **User** means an individual that concludes a Card Transactions Agreement;
- (9) **Cardholder** means the User or person authorised by the User to use the Card;
- (10) **Card Account** means an account within which the expenditure by card (primary and additional) is kept;
- (11) **Overdraft** means a monthly overdraft on the card account used by the card account holder and all Cardholders linked to that card account for the purchase of goods or payment of services (hereinafter: the **purchase**) and/or cash withdrawals at ATMs in Slovenia and abroad. Card Account overdrafts shall be approved by the Bank;
- (12) **Payee** means any individual or legal entity who receives a payment from a Card transaction;
- (13) **Card** means a payment instrument that allows the cardholder to pay goods and services on point of sales;
- (14) **Primary Card** means a Card issued to the User;
- (15) **Additional Card** means a card which can be requested by the User or the Cardholder with the permission of the User and in accordance with these General Terms and Conditions. The Additional Card has its own number which is different from the number of the Primary Card;
- (16) **Direct debit** means a payment service that is used to settle liabilities arising from Card transactions by directly debiting the User's transaction account;
- (17) **Reference Exchange Rate** means an exchange rate offered by the international card systems (Mastercard International, Visa International) and is used as the basis for calculating currency exchange;
- (18) **Durable medium** means 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 for the purposes of the information and which allows the unchanged reproduction of the information stored, such as paper format, electronic PDF format, etc.;
- (19) **Monthly bank statement** means a written summary used by the Bank detailing card payment transactions made by the User and/or Cardholder;
- (20) **Automated Teller Machine** (hereinafter: **ATM**) means a device used for performing payment services, e.g. cash withdrawals and deposits, payment of invoices, etc.;
- (21) **Point of Sale** means a place where a Consumer makes a purchase (e.g. physical point of sale with a POS terminal, online points of sale, mail order or telephone sales, etc.);
- (22) **POS terminal** means an electronic reader at a Point of Sale that is used for electronic data transfer between the Point of Sale, the processing centres and the Bank upon each card payment;
- (23) **Personal Identification Number** (hereinafter: **PIN**) is used to verify card payment transactions made at a Point of Sale or an ATM;
- (24) **Contactless transactions** mean card transactions where the Card does not come into direct contact with a POS terminal; which means that to carry out a payment transaction, the Card does not have to be inserted into a POS terminal, but rather only brought close to the POS terminal. In the case of Contactless transactions, there is no need to enter a PIN or sign a receipt up to a certain purchase limit. The limit for Contactless transactions without entering a PIN or signing a receipt is published on the Bank's website www.unicreditbank.si/brezsticno and may vary at the discretion of the Bank. This amount may vary between countries; If the Cardholder wishes to perform transactions with a mandatory PIN entry regardless of the amount, they can agree at the Bank's business unit to disable the payment without the PIN entry;
- (25) **Contactless Cards** mean Cards that allow contactless transactions at Points of Sale bearing the contactless transaction logo;
- (26) **Consent to execute the card payment transaction** is a correctly entered PIN or signature of the Cardholder or a correctly entered card information or, in the case of 3D Secure online purchases, correctly entered card information and mobile bank confirmation with the use of biometric data or PIN code, or in the case of Contactless transactions up to a certain amount, the act of holding the contactless card close to the POS terminal;
- (27) **An authorised payment transaction** is a payment transaction where the payer has given consent to the payment transaction prior to its execution or (when so agreed by the payer and the payment service provider) after the payment transaction execution;
- (28) **An unauthorised payment transaction** is a payment transaction executed without a payer's consent to execute it;
- (29) **Security Code** mean the three-digit number written on the signature band on the reverse of the Card (CVC code for Mastercard cards, CVV code for Visa cards);
- (30) **3-D Secure** is a service that provides an added layer of security for online purchases using Maestro, debit Mastercard and Mastercard card with deferred payment at Points of Sale bearing the Mastercard ID Check logo and using the Visa card at Points of Sale bearing the Verified by Visa or Visa Secure logo. The Bank uses strong customer authentication or requires the use of two-factor authentication elements that confirm the user's identity by confirming online purchases in the mobile bank application using biometric data or a PIN;
- (31) **Skimming** means a method of copying a Card and using a cloned Card without the knowledge or consent of the Cardholder;
- (32) **Card Blocking** means prohibiting further use of the Card;
- (33) **Restricted card use** means temporary prohibition of use of the Card;
- (34) **Business Day** means any day on which banks in the Republic of Slovenia are open for business, other than Saturdays, Sundays and holidays in the Republic of Slovenia and days on which the European payment and settlement system in euro does not operate;
- (35) **ZPLASIED** is an abbreviation for the Payment Services, Services of Issuing Electronic Money and Payment Systems Act.

## II. General

In these General Terms and Conditions, the Bank sets out the conditions for concluding and terminating agreements on card transactions, fees and costs, methods and deadlines for notifying the User and/or Cardholder, the responsibilities of the Bank, the User and the Cardholder, the procedures for peaceful settlement of disputes and the validity of these General Terms and Conditions.

## III. Protection of Personal and Other Confidential Data

- (1) The Bank shall be the controller of personal and other confidential data on the User and the Cardholder which the Bank obtains upon the establishment of a business relationship and during further business with the User and the Cardholder.
- (2) For the purpose of performing mutual contractual relations and 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 secret, and in accordance with its internal acts.
- (3) More detailed information, the rights of individuals relating to the processing of personal data and contact details are set out in the General Information on the Processing of Personal Data. The currently valid General Information on Personal Data Processing is available at the bank's business premises and on its website ([www.unicreditbank.si/gdpr](http://www.unicreditbank.si/gdpr)).
- (4) The User and the Cardholder 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 the Cardholder allows and authorises the Bank or any other person who acquires, through assignment, the rights under the agreement 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) The User and the Cardholder agrees that the Bank periodically verifies the User data in order to determine - for the needs of the FATCA (Foreign Accounts Tax Compliance Act) - whether any circumstances have occurred (U.S. Indicia) that could cause a User and the Cardholder to be considered a US taxable person (U.S. Person).
- (6) Notwithstanding the above provision, the User and the Cardholder undertakes to immediately notify the Bank, in writing, of any change in the circumstances of their status (the U.S. Indicia), such as the acquisition of US citizenship, a residence address in the USA, a phone number in the USA, etc. The User and the Cardholder undertakes to communicate and forward to the Bank relevant documentation demonstrating any change in circumstances.
- (7) If the User and the Cardholder fails to communicate and provide the Bank with all relevant documents immediately upon the receipt of a written invitation from the Bank/UCB to provide the relevant documentation showing the status of the User and the Cardholder, the Bank will inform the tax authority of the Republic of Slovenia that the User and the Cardholder is a potential US taxable person (U.S. Person). In this case, the Bank shall be entitled to unilaterally terminate the contractual relationship after prior written notification to the User and the Cardholder and close the account in accordance with the provisions of the General Terms and Conditions.
- (8) The User and the Cardholder undertakes to refund the Bank for any costs and damages that may result from the violation of this article by the User.
- (9) The Bank and the User and the Cardholder agree that by signing the

Agreement in accordance with Article 215(2) of the Banking Act, the User and the Cardholder agrees that the Bank communicates to the tax authority of the Republic of Slovenia certain confidential information on the User and the Cardholder for the needs of the FATCA.

## IV. Card Issuance

- (1) The contractual relationship between the Bank, the User and the Cardholder concerning the Maestro card or debit Mastercard comes into being with the conclusion of the Agreement on Keeping a Transaction Account, for Mastercard card with deferred payment with the signing of the Application for the issue of a Mastercard card, and for the Visa card with the conclusion of the Agreement on the Revolving Loan on Visa Payment-Credit Card (hereinafter: **Agreement**). Before concluding an Agreement, the Bank provides the User with these General Terms and Conditions.
- (2) The Bank may issue an original Maestro or debit Mastercard card to the User if they meet the following requirements and conditions:
  - they have a transaction account opened with the Bank;
  - they have submitted a complete application for the issue of a Card.
- (3) The Bank may issue an additional Maestro card to the Cardholder at the request of the User if the latter specifies the Cardholder in the application for the issue of the Card and if the Cardholder is authorised on the User's transaction account.
- (4) The Bank may issue the original Mastercard card with deferred payment and/or the original Visa card to the User if they meet the following requirements and conditions:
  - they have a transaction account opened with the Bank;
  - they have submitted a complete application for the issue of a Card;
  - they are of legal age;
  - they have a permanent or temporary residence in the Republic of Slovenia;
  - they meet all of the conditions for the approval of the Card.
- (5) The Bank may issue an additional Mastercard card with deferred payment and/or Visa card to the Cardholder at the request of the User if the latter specifies the Card Holder in the application for the issue of the Card.
- (6) The Cardholder receives their Card and PIN code separately to the address specified in the application for the issue of the Card.
- (7) The Bank decides on the issue of the Card in accordance with its business policy.
- (8) If the Cardholder operates in accordance with the Agreement and these General Terms and Conditions, the Bank issues a new Card to the Cardholder before the expiration of the old one and without another application for the issue of the Card. The Card is sent to the Cardholder's last known address on record with the Bank.

## V. Use and Features of the Card

### Standard Features of the Card

- (1) The Card incorporates a security chip and the name and surname of the Cardholder.
- (2) The Card shall be valid until the last day of the month indicated on the Card.
- (3) Upon a purchase of goods or services at a Physical Point of Sale equipped with a POS Terminal supporting the chip technology, the Cardholder inserts the Card into the POS Terminal or – at Points of Sale with the Contactless Transaction logo – holds the Contactless Card close to the POS and enters the PIN code, except in the case referred in paragraph 24 of Chapter I (I. Definition of Terms) of these General terms and Conditions. If a Physical Point of Sale is not equipped with a POS Terminal supporting the chip technology, the Cardholder signs the purchasing receipt (hereinafter: **receipt**). The signature on the receipt must be identical to the one on the Card. The Cardholder keeps one

copy of the receipt for their records. The obligation to sign the receipt does not apply to the case referred to in paragraph 24 of Chapter I (I. Definition of Terms) of these General Terms and Conditions.

- (4) Upon a purchase of goods and/or services via the internet, the Cardholder performs the card payment in two ways:
  - a. At online Point of Sale with the Mastercard ID Check or Verified by Visa or Visa Secure logo, Card payment is executed in accordance with the Terms and Conditions for the use of the 3D Secure - UniCredit Bank service which are available on the Bank's website;
  - b. At online Point of Sale without the Mastercard ID Check or the Verified by Visa or Visa Secure logo, Card payment is executed by submitting the details on the MasterCard or Visa card (e.g. Card number, Card validity and security code, if requested) to the Point of Sale.
- (5) By submitting Mastercard or Visa card data and a purchase confirmation using biometric data (e.g. fingerprint or face recognition) or a PIN code, the Cardholder guarantees to the Point of Sale that the transaction amount is correct and that it will be settled in accordance with the Agreement and these General Terms and Conditions.
- (6) When paying by Card in mail order or telephone sales, the Cardholder performs a Card Payment by submitting the Card data (e.g. Card number, Card validity and security code, if requested). By submitting the Card data, the Cardholder guarantees that the transaction amount is correct and that it will be settled in accordance with the Agreement and these General Terms and Conditions.
- (7) When the Cardholder gives consent to execute a card payment transaction, the transaction can no longer be cancelled. The cancellation of a card payment transaction shall only be possible on the basis of an explicit agreement between the Cardholder and the Point of Sale.
- (8) The Cardholder cannot use the Card for illegal purposes, including purchases prohibited under Slovenian legislation.

#### Special Features of debit Maestro and debit Mastercard Card

- (1) Debit Maestro Card or debit Mastercard card are an immediate debit card.
- (2) The liabilities arising from the card transactions are settled directly from the User's transaction account either immediately or by reserving funds.
- (3) The Cardholder may use the Card for purchases and cash withdrawals at ATMs in Slovenia and abroad bearing the Mastercard, Maestro or Cirrus logo, i.e. within the cover on the transaction account and the approved daily limit.
- (4) The daily limit is the authorised total daily amount of card payment transactions. The User and the Bank agree on the amount of the daily limit by signing an application for the issue of a Card, i.e. separately for purchases and cash withdrawals.
- (5) The User may request to have their daily limit changed. The Bank shall decide on a change of the daily limit in accordance with the Agreement, these General Terms and Conditions and its business policy.
- (6) In accordance with these General Terms and Conditions, the Bank may at any time request the repayment of the entire amount of the daily limit used.
- (7) Once a month, the Bank notifies the User of the card payment transactions by sending the User a monthly bank statement.

#### Special Features of the Mastercard card with deferred payment

- (1) The payment Mastercard card is a card with deferred payment where all liabilities incurred through Card transactions are settled by directly debiting the User's transaction account once a month.
- (2) The User selects the liabilities settlement date for Card transactions (the 8<sup>th</sup>, 18<sup>th</sup> or 28<sup>th</sup> day of the month) and at the same time authorises the Bank to settle all liabilities incurred through Card transactions by debiting their transaction account regardless of the balance on the transaction account. If the date on which liabilities are settled or fall

due is a non-business day, the liabilities shall be settled on the last business day preceding it.

- (3) The Cardholder is granted a monthly spending limit for the term of use or validity of the Card or until the cancellation of the rights to use the Card, and a cash withdrawal limit that constitutes the authorised daily and monthly cash withdrawal amount and is part of the total approved monthly Card spending limit.
- (4) The User may apply for a change in the monthly spending limit on the Card at any time. The Bank shall decide on a change in the monthly spending limit pursuant to the Agreement, these General Terms and Conditions and its business policy.
- (5) The Cardholder may use the Card for purchasing and withdrawing cash at ATMs in Slovenia and abroad bearing the Mastercard logo, i.e. within the approved monthly spending and cash withdrawal limit.
- (6) In accordance with these General Terms and Conditions, the Bank may at any time request the repayment of the entire amount of the monthly limit used, which also applies to the payment by instalment service.
- (7) Once a month, the Bank notifies the User of the card payment transactions by sending the User a monthly bank statement.
- (8) Payments by Instalment with a Mastercard Card with deferred payment  
The Bank provides payment by instalment service to the Cardholders who use the SMS Security Alert service and agree with the terms and conditions of the payment by instalment service.

Should the Cardholder wish to use the payment by instalment service, they shall notify the Bank which activates the payment by instalment service. The service must be activated prior to making a purchase, which the Cardholder wants to divide into instalments.

With purchases exceeding 50,00 EUR at a Point of Sale or online, the Cardholder may decide to pay by Card in 2 to 24 instalments and within the approved monthly spending limit (hereinafter: **payment by instalment**). The minimum amount of an individual instalment is 25,00 EUR. Following the purchase, the Cardholder receives an SMS message containing information on the amount, date, time and Point of Sale of the payment transaction and the instructions for making payment by instalment. Within one hour of receipt of the SMS message, the Cardholder may determine the amount of instalment payments (2 to 24) by sending a return SMS message. The Cardholder can only send one return SMS message to determine payment by instalment. After sending the SMS message, the Cardholder receives a return SMS message. If the Cardholder fails to reply to the SMS message, the transaction will be due in full on the settlement date. Any subsequent change to the number of instalments is no longer possible.

The Point of Sale may also communicate multiple transactions to the Bank for the performed purchase, over which the Bank has no influence (e.g. when purchasing an airline ticket, the Point of Sale may submit separate transactions to the Bank for the airline ticket and for the corresponding airport charges). Regardless of the number of purchases actually made, the Bank shall consider the number of the transactions as communicated by the Point of Sale.

Upon payment by instalment, the Bank shall decrease the available monthly spending limit by the entire amount of the purchase.

Individual instalments shall fall due on a monthly basis and shall be settled together with other liabilities arising from card transactions in accordance with these General Terms and Conditions. The first instalment shall fall due and be settled upon the first settlement of other liabilities arising from card transactions in accordance with these General Terms and Conditions that follows the purchase or payment by instalment. Upon each monthly settlement of liabilities arising from card transactions, the available monthly spending limit shall be increased by the amount of the instalment settled.

The Bank shall charge a fee for each purchase or payment by instalment upon the settlement of each instalment pursuant to the Decision on payment tariff for retail banking, transactions with small companies, sole proprietors and persons of liberal professions.

Liabilities arising from unpaid and not yet due instalments shall not bear interest.

In the event of an early repayment of liabilities, the current liabilities shall be paid first, followed by liabilities with a future due date, from the largest to the smallest amount.

The Bank will increase the available monthly spending limit on the card account by the amount of the early settlement of the liabilities arising from the payment by instalment.

The Cardholder may make repayment no later than 9 days before the next selected due date, or before that date. If the liability settlement date or the due date of liabilities falls on a non-business day, the liability settlement date or the due date of liabilities shall shift to the last preceding business day. If the Holder carries out the repayment at a later date, the repayment is taken into account in the following accounting period.

With repayment, the Holder cannot choose to repay a specific selected instalment or purchase.

When the payment by instalment service is rendered, the Bank shall only use or take into account the mobile phone number indicated in the application submitted to the Bank.

The execution of the payment by instalment service includes the mobile network operator which provides the service of forwarding the SMS message. Considering the mobile network operator's involvement in the payment by instalment service, the service shall be subject to, mutatis mutandis, the General Terms and Conditions for the use of electronic communication services of the mobile network operator (hereinafter: **MNO General Terms and Conditions**). The Cardholder is aware of and agrees with the MNO General Terms and Conditions.

If the Cardholder cannot or does not receive an SMS message, e.g. due to a mobile phone being turned off, no mobile phone signal, full SMS inbox, the inability of the mobile phone to receive the type of SMS sent, turned off mobile application for sending and receiving SMS messages or a mobile application for sending and receiving the type of SMS sent, and other similar reasons or circumstances, it shall be deemed that the SMS message was sent to the Cardholder anyway. In such case, the mobile network operator shall strive to deliver the sent SMS to the Cardholder within the next 24 hours. After 24 hours have passed from the moment an SMS was sent, that SMS shall be discarded and no further attempt shall be made to deliver it to the Cardholder. The Bank and/or mobile network operator shall not be held responsible when the Cardholder is unable to receive and does not receive the SMS message. If the SMS contains Slovenian sibilants, there is a possibility that the SMS will not be delivered in the proper form, which the Cardholder understands and agrees with.

In relation to the forwarding of an SMS message, the mobile network operator shall resolve only those complaints referring to the non-executed forwarding or transfer of an SMS message or non-executed delivery of an SMS message that is the result of the (non-)functioning of the mobile application for sending or receiving SMS messages and/or the (non-)functioning of the mobile application for sending or receiving the type of SMS messages sent. The Cardholder may contact the Bank in case of any other questions and complaints relating to the execution of the payment by instalment service.

The mobile network operator does not guarantee absolute reliability and security of the mobile application for sending or receiving SMS messages and/or the mobile application for sending or receiving the type of SMS messages sent and/or paths to forward SMS messages. The latter may also cause a delay in forwarding or receiving an SMS message or even non-executed forwarding or receipt of an SMS message. The Cardholder is aware of this and agrees with it. The Cardholder shall have no claim to the mobile network operator and/or the Bank in relation to the provision of reliability and security of the mobile application for sending or receiving SMS messages and/or the mobile application for sending or receiving the type of SMS messages sent and/or paths to

forward SMS messages, and waives any such claims in advance.

If the Cardholder does not wish or no longer wishes to use the payment by instalment service using a Card, they shall be required to inform the Bank thereof in accordance with these General Terms and Conditions. In this case, the Cardholder will not or no longer receive an SMS message after making a purchase.

#### Special Features of the Visa Card

- (1) The Visa card is a payment-credit card with deferred payment or payment by instalment, whereby the minimum amount of the revolving loan drawn is settled once a month in the amount defined by the Agreement. The remaining part of the revolving loan is paid by the User partly in any amount or in full.
- (2) The User shall select the day on which the minimum amount of the revolving loan drawn is to be settled, as laid down in the Agreement (the 8<sup>th</sup>, 18<sup>th</sup> or 28<sup>th</sup> day of each month). The User may in addition to the minimum amount of the drawn revolving loan also settle the remaining part of the drawn revolving loan, either partially or in full, no later than 9 days before the selected due date or before that date. If the liability settlement date or the due date falls on a non-business day, the liabilities settlement date shall shift to the last business day preceding it.
- (3) The User shall authorise the Bank to settle the contractually agreed minimum amount of the drawn revolving loan by debiting their transaction account regardless of the balance on the transaction account.
- (4) The User may also settle the liabilities arising from the revolving loan drawn or arising from Card transactions in full and does not draw the revolving loan.
- (5) The Cardholder shall be granted a revolving loan for the term of use or validity of the Card or until the right to use the Card ceases, and a cash spending limit that is the permitted daily amount of cash withdrawal forming part of the total approved revolving loan.
- (6) The User may at any time apply for a change of the revolving loan. The Bank shall decide on the change of the revolving loan in accordance with the Agreement, these General Terms and Conditions and the Bank's business policy.
- (7) The Cardholder may use the Card for purchasing and withdrawing cash in Slovenia and abroad at ATMs bearing the Visa logo, i.e. within the approved revolving loan and the cash spending limit.
- (8) The Bank may at any time and in accordance with these General Terms and Conditions request the repayment of the entire amount of the revolving loan drawn.
- (9) Once a month, the Bank notifies the User of the card payment transactions by sending them a monthly bank statement.
- (10) **Insurance with 24-hour Assistance**

The Gold or Classic Visa UniCreditBank Cardholder is aware of and confirms that the insurance with 24-hour assistance is an insurance product of the insurance company SOLID Försäkrings AB under insurance policy AU3211620SO-2. For further information on the benefits, terms and conditions, restrictions and exclusions concerning the 24-hour assistance see the Bank's website at [www.unicreditbank.si/si/prebivalstvo/kreditiranje/visa-asistenca.html](http://www.unicreditbank.si/si/prebivalstvo/kreditiranje/visa-asistenca.html). The Bank shall not guarantee the payments under the insurance policy.

#### Restricting Card Use or Blocking a Card

- (1) The Bank may block a Maestro or debit Mastercard card at any time in the following cases:
  - when the User and/or Cardholder violates the provisions of the Agreement and/or these General Terms and Conditions;
  - if the User fails to meet their card payment liabilities or any other liabilities towards the Bank;
  - in case of receiving a court, tax or other decision by a national authority;
  - if there is a suspicion that the Card was used at a Point of Sale where a

device for copying cards was installed or that there was fraudulent use of the Card (e.g. skimming);

- at the written request of the User;
  - when the Cardholder reports the loss, theft or fraudulent use of the Card.
- (2) The Bank may limit the use of the Mastercard card with deferred payment and/or Visa card at any time in the following cases:
- if the User fails to meet their card payment liabilities or any other liabilities towards the Bank;
  - in case of receiving a court, tax or any other decision by a national authority.
- (3) The Bank may block the Mastercard card with deferred payment and/or Visa cards at any time in the following cases:
- when the User and/or Cardholder violates the provisions of the Agreement and/or these General Terms and Conditions;
  - if the User has not settled their liabilities arising from Card transactions or any other liabilities towards the Bank despite a written reminder from the Bank;
  - in the case of a suspected use of the Card at a Point of Sale where a device for copying cards was installed or fraudulent use of the Card (e.g. skimming);
  - at the written request of the User;
  - when the Cardholder reports the loss, theft or fraudulent use of the Card.
- (4) The Bank shall inform the User of the blocking or restricting the Card use (and, if possible, of the reasons for such a decision) immediately after blocking the Card or restricting its use, via phone, by sending an SMS message, in writing by regular post, e-mail, through mobile bank or the Online banking systems. The User shall inform all Cardholders of the blocking of the Card or its restricted use. The Bank is not obliged to inform the User of the blocking or restricting of the Card use, when this is contrary to the legislation in force.
- (5) The Bank shall cancel the blocking at the request of the Maestro or debit Mastercard card User as soon as these grounds have ceased to exist. In case of the Mastercard card with deferred payment and/or Visa card blocking, the cancellation of blocking is not possible and the User shall order a new Card pursuant to these General Terms and Conditions.

## VI. SMS Security Alert Service

- (1) The Bank enables the Cardholders to use the SMS Security Alert service.
- (2) The SMS Security Alert service enables the Cardholder to receive SMS messages on card payment transactions when online authorisation is made. A SMS Security Alert is sent to the mobile phone number indicated in the application submitted to the Bank to the extent and in the manner supported by a specific package selected by the Cardholder. The SMS Security Alert service aims to inform the Cardholder of card payment transactions and to enable early detection of any fraudulent use of the Card.
- (3) **Approving Use of the SMS Security Alert Service**

In order to use the SMS Security Alert service, the Cardholder shall submit a written application using a special form to the Bank or fill in the Application for activating/changing the SMS Security Alert service, or through the Online b@nka system after successful identification and authorisation, and they need to submit all necessary data to the Bank and select the criteria for sending SMS messages among the following packages:

	Package 1, 4	Package 2, 5	Package 3, 6
In Slovenia and abroad			
Information on purchases made at POS terminals	Each purchase	Purchases over 50 EUR	Purchases over 100 EUR
Information on cash withdrawals at ATMs	All withdrawals	Withdrawals over 50 EUR	Withdrawals over 100 EUR
Information on purchases made online or via phone	Each purchase	Each purchase	Each purchase
Information on purchases made at other Points of Sale, e.g. mail orders	Each purchase	Purchases over 50 EUR	Purchases over 100 EUR
Information on purchase cancellation	Each purchase	Each purchase	Each purchase

The Cardholder is responsible for the accuracy and veracity of the data submitted to the Bank.

### (4) SMS Security Alert Service Terms and Conditions

The Cardholder who wishes to acquire the right to use the SMS Security Alert service, shall meet the following criteria:

- they must have a transaction account opened with the Bank;
  - if a person is only authorised on the User's transaction account and is a holder of an additional card (hereinafter: **authorised person**), they need to be given consent by the User to use the SMS Security Alert service;
  - they must submit a correctly completed application for the SMS Security Alert service;
  - they must have a valid subscription entered into with a Slovenian mobile network operator or be a user of a pre-pay system of a Slovenian mobile network operator.
- (5) **Cardholder's Obligations**
- The Cardholder undertakes to:
- operate in accordance with these General Terms and Conditions and respect them in full;
  - immediately inform of any changes related to their personal data, change in or cancellation of a mobile phone number or any other relevant data relating to card transactions;
  - immediately inform the Bank of the theft or loss of their mobile phone and/or SIM card and accordingly arrange the relationship regarding the further use of the SMS Security Alert service.

### (6) Bank's Obligations

The Bank undertakes to:

- forward the data on payment transactions effected with a card of the User of the SMS Security Alert service in accordance with the selected criteria, except in case of force majeure and for reasons over which the Bank has no influence and which fall out of its domain, as well as the reasons that would occur on the part of the company responsible for the distribution of data and/or mobile network operator;
- inform the User of any amendments and supplements to these General Terms and Conditions in the usual manner.

The Bank shall aim at providing a continuous SMS Security Alert service; however, the Bank shall not be held liable for the SMS Security Alerts delivered to card holders with a time delay or not delivered at all due to prolonged non-availability of the card holder and/or prolonged mobile phone non-availability and/or non-availability of a mobile network.

### (7) Data Protection

The Bank undertakes to ensure the maximum level of security measures in order to minimise the risks of unauthorised access, change or loss of data. The user of the SMS Security Alert service authorises the Bank to collect, process and forward the data collected in connection with and for the purpose of the execution of this service to the company

responsible for the distribution of the data and/or the mobile network operator.

(8) **Fees**

The User undertakes to pay a monthly fee for using the SMS Security Alert service according to the applicable Decision on payment tariff for retail banking, transactions with small companies, sole proprietors and persons of liberal professions. The fee shall be calculated monthly, providing that the SMS Security Alert service has been active for at least one day in a month, irrespective of whether any card transaction was executed or of the number of SMS Security Alerts received. The fee shall be settled by debiting the user's transaction account.

(9) **Cancelling the SMS Security Alert Service**

The Bank can discontinue the SMS Security Alert service at any time and without any prior notice or a period of notice in the following cases:

- if the provisions of these General Terms and Conditions are not complied with;
- if the user's transaction account with the Bank has been closed;
- in the event of the death of the Cardholder or their loss of capacity to exercise rights;
- in the case of incorrect transactions by the card holder;
- at its own discretion.

The card holder can cancel the SMS Security Alert service at any time by filling out a special form available at the Bank's business units.

The user can cancel the SMS Security Alert service for their authorised person at any time without their approval by filling out a special form available at the Bank's business units.

The authorised person needs the User's consent to cancel the SMS Security Alert service.

**VII. Measures to be taken by the Cardholder when Using the Card**

The Cardholder shall ensure all reasonable measures to protect the Card from any abuse. The Bank shall not be held liable for damages caused by theft, loss or misuse of the card, if the damage resulted from negligent conduct of the Cardholder. Failure to comply with the following instructions and measures shall be considered negligent conduct of the Cardholder:

- The Cardholder shall use the Card in accordance with the Agreement and these General Terms and Conditions.
- The Card is non-transferable and can only be used by the Cardholder.
- The holder of a contactless card, who owns a mobile phone and who has enabled the **SMS Security Alert** referred to in Chapter 6 of these General Terms and Conditions (VI. SMS Security Alert Service) free of charge as part of their selected bank account or service package, must also enable the SMS Security Alert service.
- The Cardholder using the SMS Security Alert service who receives a notification of a card payment transaction for which the Holder knows they did not make it themselves, notifies the Bank or the processing centre that blocks the Card, thus reducing the damage that may result from any further fraudulent use of the Card.
- The Cardholder shall not give the Card to another person or dispose of it on purpose in any other way and thus enable the unauthorised use of the Card.
- Immediately after receiving the Card, the Cardholder shall protect the security elements of the Card, namely:
  - they shall destroy the notice containing the PIN immediately after receiving it and memorise the PIN;
  - they shall not disclose the PIN to anyone and shall not keep it together with the Card and shall not write it on the Card;
  - they shall ensure that PIN is not accessible to a third person;
  - they shall sign the Card immediately upon receiving it, because an unsigned Card is invalid and the User shall be held responsible for any damage in case of an unsigned Card;

- the PIN, Card validity date, CVC code, CVV code, and a one-time password for online purchases are confidential and unique data and shall, therefore, never be disclosed to anyone by the Cardholder or permitted to be used by third persons.
- If the Cardholder finds their already cancelled Card, they shall no longer use it. They shall inform the Bank of it, destroy the Card and return it to the Bank.
- The User shall return the Card to the Bank in the case of the cancellation of authorisation, the closing of the transaction account or the death of the Cardholder. If the User fails to return the Cardholder's Card, they shall be responsible for any consequences resulting from the use of the Card after the cancellation of authorisation, the closing of the transaction account or the death of the Cardholder.
- The Cardholder will be held responsible if they fail to make sure the Card is within their field of vision all the time at the Point of Sale. The Bank shall not be held liable for any fraudulent use of the Card at the Point of Sale.
- Before signing the receipt, the Cardholder shall check the amount of payment which they confirm with their signature.
- The Cardholder shall ensure that the receipt is not accessible to any third persons. The receipt usually contains enough data on the Card on the basis of which a third person can identify important Card information.
- The Cardholder shall not sign a receipt at a Point of Sale that is not intended for immediate purchase and/or a receipt that contains a future date or is blank.
- The Cardholder shall demand a receipt from the Point of Sale for each unsuccessfully performed authorisation because the Card may only be used once to make a payment at the Point of Sale.
- When performing a card payment transaction (and especially when using an ATM), the Cardholder shall make sure that no one can see the PIN code they enter. If any third person should stand too close, they should ask them to move away.
- The Cardholder shall use POS terminals and ATMs on their own. If the Cardholder does not know how to use them, they shall not accept any help from a passer-by. They shall be instructed on their use by the Bank's competent personnel.
- The Cardholder shall use the Card at those ATMs that are situated in populated and well-lit places.
- If the Cardholder detects any deviations from normal operation at the ATM (e.g. it is more difficult to insert the card in the slot, there are devices or things in the ATM which are usually not there, unusually placed cameras, unusual slot for inserting the card, etc.), the Cardholder shall take the Card and leave the ATM and use another one. The Cardholder shall inform the Bank of the event using the telephone number written on the Card and the police as soon as possible.
 

If an ATM is installed in a place that can only be entered with a Card, the Cardholder shall never enter their PIN code into the device installed at the entrance to the room.
- The Cardholder may submit their Card data (Card number, Card validity and the security code) via the Internet only when they want to make a purchase.
- The Cardholder shall make sure that their computer used for accessing the Internet is well protected by antivirus programmes.
- The Cardholder shall not receive any inflows to the Card account or use the Card account for purposes other than the Card payments and the settlement of liabilities arising from Card transactions. The Bank shall not be held liable for any such actions of the Cardholder. If despite this, the Cardholder receives an inflow to the Card account while they have overdue and outstanding liabilities towards the Bank from Card transactions, the Bank shall offset the overdue and outstanding liabilities from Card transactions based on this inflow and the remaining amount of the inflow shall be transferred to the User's transaction

account. The Bank will transfer any Card account inflows to the User's transaction account once a month, on the 8th/ 18th/ 28th calendar day of the month or on the following working day should this calendar day fall on a holiday or non-working day.

## VIII. Notifications

- (1) The User and the Cardholder (and any guarantor and/or pledger) undertakes to notify the Bank of any change in place of residence or employment, and any major changes in their financial standing and income no later than 8 days after the change has occurred. Furthermore, 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 their transaction accounts opened with banks.
- (2) The User and Cardholder will be informed of the Card payment transactions with a monthly bank statement received by post, via the online and/or mobile bankIt is deemed that the monthly bank statement is correctly submitted or served if it is sent by post to the last known address of the User and Cardholder held by the Bank in its record. If the Cardholder concludes an agreement on the use of the Online bank and/or Mobile bank, they receive a statement of card payment transactions via the online or mobile bank. Nevertheless, the Cardholder shall have the right to request that monthly bank statements be sent to them by post or in paper format.
- (3) If the User and/or the Cardholder do not receive a monthly bank statement for liabilities arising from card transactions within 8 days of the day on which the transaction account was debited, they shall immediately inform the Bank thereof.
- (4) If the User and/or the Cardholder find any irregularities in the received monthly bank statement, they shall inform the Bank thereof within 8 days of debiting the transaction account for liabilities arising from card transactions.
- (5) In the case of card transactions at points of sale or ATMs, where currency conversion is carried out to any non-euro currency of the European Free Trade Association (EFTA), the user and/or card holder will receive an SMS notification about any potential conversion fees charged as a markup on the latest available European Central Bank (ECB) reference rates. This SMS is not part of the Security SMS service.

The user and/or card holder will only be notified of potential conversion fees and markups on European Central Bank (ECB) reference rates, if the Bank is in possession of the correct phone number; thus, the user and/or card holder must communicate to the Bank the phone number to which they would like to receive SMS notifications. Users and/or card holders who do not wish to receive SMS notifications or who do not communicate their phone number to the Bank will not be notified about potential conversion fees and markups on European Central Bank (ECB) reference rates for card transactions. Information about potential conversion fees and markups on European Central Bank (ECB) reference rates for card transactions is regularly published and updated on the Bank's website.

- (6) The Bank shall notify the User of any amendments to these General Terms and Conditions, Decision on the payment tariff for transactions with the retail sector, small enterprises, sole proprietors and freelancers and the Decision on the Bank's interest rates referring to the General Terms and Conditions, in accordance with these General Terms and Conditions.

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

- (1) The Bank shall provide the User with all the information on fees, interest rates, and exchange rates prior to the conclusion of the Agreement.
- (2) The User shall undertake to settle their card payment liabilities on time

in accordance with the Agreement and these General Terms and Conditions.

- (3) The Bank will charge the User fees and interest on card transactions according to the current Decision on the payment tariff for the bank's services provided to households, small enterprises, sole proprietors and liberal professions and the Decision on the Bank's interest rates, which will be debited from the User's transaction account.
- (4) The User shall settle all card payment liabilities in Slovenia or abroad in euro. Liabilities arising from card transactions in countries where euro is not the domestic currency shall be calculated from the local currency at the exchange rate used for conversion defined by the rules of the Mastercard and Visa international card systems. The exchange rate of an individual card payment transaction made is evident from the monthly bank statement. Due to the multiple changes in exchange rates of international systems during the day, the exchange rates for card payment transactions during the same day can be different. As a result, when a SMS Security Alert is received, there may be a difference between the exchange rate used at the moment the SMS Security Alert is sent (at the moment when the User authorises a transaction at a Point of Sale) and the exchange rate applied at the moment the debit is effected on the Card Account.
- (5) For cash withdrawals at an ATM or in the Bank, the User pays a fee according to the applicable Decision on the payment tariff for the bank's services provided to households, small enterprises, sole proprietors and liberal professions.
- (6) In addition to the fees charged by the Bank in accordance with these General Terms and Conditions, the Point of Sale or the bank which is the ATM owner may charge an additional fee for payments or cash withdrawals using cards, over which the Bank has no influence.
- (7) In case of due and outstanding liabilities arising from card transactions, the Bank shall have the right to block or withdraw the Card and the User shall be held liable according to the law of obligations. On the basis of the Bank's notice, the Card may also be withdrawn at a Point of Sale.
- (8) The Bank shall transfer the transactions to the credit of the card account to the User's transaction account and shall charge a fee for the transfer pursuant to the applicable Decision on the payment tariff for the bank's services provided to households, small enterprises, sole proprietors and liberal professions.
- (9) **Specific Features of the Visa Card**

Credit interest rate shall be determined in the Agreement and shall equal the applicable statutory rate of default interest reduced by a haircut of 5 BP (0.05%) and shall be changed in accordance with the applicable Decision on the Bank's Interest Rates and these General Terms and Conditions. The credit shall be revalued within deadlines in the amounts and according to methods prescribed by the applicable Decision on the Bank's Interest Rates. Interest shall be calculated in accordance with the linear method.

If the Bank blocks the use of the Visa card due to overdue and outstanding liabilities arising from card transactions, it shall charge default interest on the amount of such overdue and outstanding liabilities (principal and interest) from the date on which the Card was blocked to the date of the final settlement of the liabilities arising from card transactions, i.e. in the amount and form determined by the applicable Decision on the Bank's Interest Rates and these General Terms and Conditions. The loan principal shall fall due on the date of the Card blocking.

The User shall settle the full amount of the revolving loan drawn plus the corresponding interest:

- no later than the date of expiry of the card if the User waives the issue of a new Card;
- no later than on the termination date of the contractual relationship due to the withdrawal from the agreement of one of the contracting parties;

- on the date of the prohibition of the use of the Card in accordance with these General Terms and Conditions.

The interest shall be charged at the compilation of the monthly bank statement on the amount of the liabilities arising from card transactions and shall be paid together with the repayment of the drawn revolving loan in the following accounting period. The interest shall not be charged for the first accounting period of the revolving loan drawn.

## X. User's Responsibility

- (1) The Cardholder shall immediately and without any delay report the loss, theft, suspected abuse of the Card or its abuse to the Bank or to a 24-hour phone number +386 (0)1 583 41 83. The Cardholder shall also report the theft, suspected abuse of the Card or its abuse to the police. The Bank will block the Card on the date of receiving the notification. The Cardholder shall also immediately confirm the theft, suspected abuse of the Card or its abuse in writing at the Bank's business unit. In the event of a theft, suspected abuse of the Card or its abuse, the Cardholder shall, at the request of the Bank, also submit a copy of the reported theft, suspected abuse of the Card or its abuse to the police. In the event of Card abuse by third persons when the Cardholder did not lose the Card or it was not stolen, the Cardholder shall inform the Bank of the abuse as soon as they become aware of it.
- (2) In the event of the consequences of the loss, theft, or misuse of the Card, the User shall be held responsible for the damages incurred until the moment of notification up to the amount of EUR 50 pursuant to the previous paragraph of these General Terms and Conditions. If the Cardholder acts negligently, contrary to the provisions of the General Terms and Conditions, or when the damage is the result of the Cardholder's fraud or wilful misconduct, the User shall bear full responsibility for all the damages incurred. Non-compliance with the conditions and/or measures specified in these General Terms and Conditions shall be considered negligent conduct. The Bank shall cover the damages incurred due to theft, loss or fraudulent use of the Card from the date of the Card blocking, except when the damage was incurred due to the Cardholder's negligent conduct. If the Cardholder does not expressly want the Bank to block their Card, the Card User shall bear full responsibility for the damage incurred.
- (3) The User and the Cardholder shall keep receipts. Upon the receipt of the monthly bank statement, the User and Cardholder shall carefully check the compliance of the card payment transactions listed in the monthly bank statement with the receipts kept.

## XI. Bank's Responsibility

- (1) In case of an unauthorised or incorrectly executed card payment transaction that is reported to the Bank by the User and/or Cardholder, the Bank shall provide the User with a correction of the unapproved or incorrectly executed card payment transaction within 13 months of the day on which the transaction account was debited for liabilities arising from that card payment transaction if the User and Cardholder acted in accordance with these General Terms and Conditions and fully observed them.
- (2) The Bank shall not be held responsible for any delay in forwarding information on a card payment transaction by a Point of Sale. In the event of a delayed card payment transaction, the Bank will debit the card account or transaction account on the day it receives the information on the card payment transaction.
- (3) The Bank shall not be held responsible for any damages incurred by the User and/or the Cardholder if the Point of Sale, another payment service provider or an ATM do not support a card transaction and/or the card payment transaction is not possible.
- (4) The Bank shall not be responsible for the quality of goods and services paid for by the Cardholder with the Card. Any disputes between the Cardholder and the Point of Sale shall not affect the User's responsibilities resulting from the use of the Card.

- (5) The Bank can demand from the User to reimburse all the costs incurred due to the failure to comply with the Agreement or these General Terms and Conditions.

## XII. Cancellation of the Right to Use the Card

- (1) The Agreement shall terminate upon the expiry of the period for which it was concluded or in accordance with these General Terms and Conditions.
- (2) With the consent of the Bank, the user may, at any time, terminate the Agreement in writing with immediate effect.
- (3) The User may also unilaterally terminate the Agreement at any time by giving 1 month's written notice.
- (4) If the case of concluding a distance Agreement the User can terminate the Agreement with a 14-day period of notice without giving any reason and without any fee payment.
- (5) If the User no longer wishes to use the Card after it expires and does not wish a new Card to be issued by the Bank, they must inform the Bank thereof no later than 60 days before the Card expiry date.
- (6) The Bank may terminate the Agreement concluded for an unlimited period with a 2-month period of notice. The Bank will inform the User of the termination of the Agreement in a clear and understandable manner on a durable medium.
- (7) If the User and/or Cardholder violates the provisions of these General Terms and Conditions, the Bank may cancel the contractual relationship without notice and block the Card immediately.
- (8) The Card is the property of the Bank, therefore the User and the Cardholder shall return it immediately at the request of the Bank upon the termination of the Agreement.
- (9) The use of a non-valid Card is not allowed.
- (10) In the event of the termination of the Agreement, the User shall fully settle all their liabilities arising from card transactions up to the Agreement termination date.
- (11) In the event of the termination of the Agreement, the User shall pay to the Bank the fees which the Bank charges proportionally for the period up to the termination of the Agreement. The User shall not be entitled to a refund of the proportional part of the fees if they fail to return the Card to the Bank at the termination of the Agreement. In case of the termination of the Agreement, the User shall return the Card to the Bank upon the termination of the Agreement, whereas if the Agreement is cancelled by the Bank, the User shall return the Card to the Bank within 30 days of the day on which the Bank sent a written notice of the termination of the Agreement. It is deemed that the notice on the termination of the Agreement is correctly submitted or served if it is sent by post to the last known address of the User held by the Bank in its record.

## XIII. Amicable Dispute Resolution

- (1) Potential disputes, disagreements or complaints in connection with the provision of services under these General Terms and Conditions shall be resolved amicably by the User and/or the Cardholder and the Bank.
- (2) Disputes and disagreements shall be resolved by the Bank on the basis of a written or oral complaint provided by the User and/or the Cardholder (hereinafter: **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., Šmartinska cesta 140, 1000 Ljubljana (with the note: Monitoring of complaints), via Online banka electronic banking system, 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 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: **IRPS Provider**), which the Bank recognises as competent for resolving consumer disputes. The Bank may at any time change the IRPS provider competent for the resolution of consumer disputes.

- (4) The name, e-mail address and telephone number of the currently recognised 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.

#### **XIV. Transitional and Final Provisions**

- (1) If the Bank amends or supplements these General Terms and Conditions, it shall notify the User thereof in writing by post or via the e-banking systems if the user uses one, two months before the changes take effect, i.e. by sending them the proposed amendments and supplements to these General Terms and Conditions.
- (2) If the User disagrees with the amendments or supplements to these General Terms and Conditions, they may withdraw from the Agreement whose integral part these General Terms and Conditions are or which has been concluded on the basis of the General Terms and Conditions, without a period of notice and without any payment of fees. The User shall submit their withdrawal from the Agreement in writing no later than on the date before the amendments and supplements to these General Terms and Conditions enter into force. If the User does not notify the Bank within this time limit that they disagree with the amendments or supplements to these General Terms and Conditions or does not withdraw from the Agreement, it shall be considered that they agree with them. If the User disagrees with the proposed amendments and supplements to these General Terms and Conditions and notifies the Bank thereof in writing while not withdrawing from the Agreement, it shall be deemed that the Bank has terminated the Agreement with a 2-month period of notice which commences on the day of sending the notification of the amendments or supplements to these General Terms and Conditions.
- (3) The currently valid General Terms and Conditions shall be published on the Bank's website and at all of the bank's business units.
- (4) These General Terms and Conditions form an integral part of the Agreement. The Terms and Conditions of the 3-D Secure Service also form an integral part of these General Terms and Conditions. By signing the Agreement, the User acknowledges that they have been made aware of the General Terms and Conditions in advance and fully agree with them and that all Cardholders have also been made aware.
- (5) The User shall have the right to request at any time a copy of their Agreement concluded with the Bank and the General Terms and Conditions on paper or on another durable medium.
- (6) The law of the Republic of Slovenia shall apply to the provision of services in accordance with these General Terms and Conditions and for their interpretation.
- (7) 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 application to initiate misdemeanour proceedings. The application shall be lodged with the Bank of Slovenia which is responsible for deciding on such offenses.
- (8) These General Terms and Conditions are drawn up in the Slovenian language.
- (9) With the entry into force of these General Terms and Conditions, the General Terms and Conditions of Card Transactions for Consumers valid as of 5 April 2021 shall no longer apply. From 19 April 2021 onwards, these General Terms and Conditions shall apply to all Cards issued on the basis of the current General Terms and Conditions of Card Transactions for Consumers.
- (10) These General Terms and Conditions shall become effective and apply as of 19 April 2021.