

GENERAL TERMS AND CONDITIONS OF KEEPING TRANSACTION ACCOUNTS, CONDUCTING PAYMENT SERVICES AND THE AUTHORIZED OVERDRAFT FACILITY (OVERDRAFT LIMIT) FOR CONSUMERS

I. Definitions

For the purpose of these General Terms and Conditions of Keeping Transaction Accounts and Performing Payment Services for Consumers (hereinafter referred to as: the General Terms and Conditions), the following definitions shall apply:

- (1) The **issuer** of the General Terms and Conditions is UniCredit Banka Slovenija d.d., Šmartinska 140, 1000 Ljubljana, Slovenia, Swift code BACXS122, info@unicreditgroup.si, registered by the District Court of Ljubljana commercial register number 1/10521/00, registration No. 5446546 (hereinafter referred to as: the Bank). The Bank appears on the list of banks and savings banks, which have been granted a permit by the Bank of Slovenia to perform Payment services. It is also published on the website of the Bank of Slovenia;
- (2) **Member State** is a member state of the European Union or a signatory party of the EEA Agreement (the Official Gazette of the Republic of Slovenia No. 1 dating from 3 January 1994, page 3);
- (3) **Non-Member State** means a country that is not a Member State under item 2 of this paragraph;
- (4) The **User** is a consumer who uses Payment services as the Payer, the Recipient of payment or both and who concludes with the Bank an Agreement on Keeping a Transaction Account (hereinafter referred to as: the Agreement) for the purposes outside of their profit-making or professional activity;
- (5) The **Payer** is a private individual or a legal entity who orders a Payment transaction by issuing a Payment order or ensuring a Consent to the implementation of a Payment order issued by the Recipient of payment;
- (6) The **Recipient of payment** is a private individual or a legal entity who is the Recipient of funds which are the subject to a Payment transaction;
- (7) **Payment service includes:** a cash deposit into a Transaction account, cash withdrawal from a Transaction account, conduct of Payment transactions to the debit and to the credit of a Transaction account and the conduct of Payment transactions where funds are ensured by the granting of a loan to the User. It shall include the conduct of Payment transactions by means of loan payments, Direct debits, payment cards or similar instruments;
- (8) **Payment transaction** is the action of a deposit, transfer or withdrawing of funds ordered by the Payer or the Recipient of payment, in the case of which the conduct of a Payment transaction via the Bank is independent from the basic obligations between the Payer and the Recipient of payment;
- (9) **Domestic payment transaction** is a Payment transaction in the currency of the Member State in the case of which the Payer's Payment service provider and that of the Recipient of payment or the only Payment service provider perform Payment services for the Payer and the Recipient of payment within the area of the Republic of Slovenia;
- (10) **Cross-border payment transaction** is a Payment transaction in the currency of the Member State in the case of which the Payer's Payment service provider and that of the Recipient of payment perform Payment services for the Payer or the Recipient of payment within the area of different Member States; The Cross-border payment transaction shall be conducted also in case the same Payment service provider performs Payment services for the Payer in one Member state and for the Recipient of payment in another Member state.
- (11) **Other Payment transactions** shall be transactions which are conducted:
 - In the currency of a Non-Member State if a Payment transaction is conducted by a transfer of funds between the Payment service provider performing Payment services within the area of the Republic of Slovenia and the Payment service provider performing Payment services within the area of the Republic of Slovenia, within the area of another Member State or a Non-Member State, or
 - In Euros or other currency of a Member State if a Payment transaction is conducted by a transfer of funds between the Payment service provider performing Payment services within the area of the Republic of Slovenia and the Payment service provider performing Payment services within the area of a Non-Member State;
- (12) **Payment order** is an instruction provided by the Payer or the Recipient of payment to order the Payer's bank to conduct a Payment transaction (e.g. an ordinary Payment order, a Standing order, a preprinted payment slip, a Direct debit, a Universal Payment Order, etc.);
- (13) **Credit transfer** is a Payment service where the Payer instructs their Payment service provider to conduct an individual Payment transaction or more Payment transactions;
- (14) **Debit card** is a card with immediate payment or reservation of funds on Transaction account (e.g. the BA Maestro card);
- (15) **Card holder** is the User or a person authorized by the User to use the Card;
- (16) **SEPA Direct debit** shall be a standardized electronic debit Payment instrument settling liabilities of the Payer towards the Recipient of payment where the Payer gives their Consent to the Recipient of payment.
- (17) The **SEPA area** shall be an area comprising countries of the European Union with overseas territories, Liechtenstein, Norway, Switzerland, Monaco and Iceland.
- (18) **Authorization:** the Payer allows the Bank to debit their account in accordance with transactions of the Direct debit instructed by an individual Recipient of payment.
- (19) **Direct debit** is a Payment service where the Recipient of Payment orders a Payment transaction to the debit of the Payer's Transaction account on the basis of the Payer's Consent. The Payer may give their Consent to the conduct of a Payment transaction by Direct debit to the Recipient of payment or the Bank.
- (20) **Direct authorization** is a standardized electronic credit Payment instrument where the Payer forwards the contractual bank an order for the transfer of a certain amount of funds to the credit of accounts of Recipients of payment;
- (21) **Standing order as a Credit transfer** shall be a Payment service in the case of which the User gives a written Consent to their Payment service provider to the conduct of an individual Payment transaction which recurs in equal amounts;
- (22) **Transaction account** (hereinafter referred to as: the Account) shall be a payment Account which the Bank opens and keeps for the User for the purposes of conducting Payment transactions and other purposes related to the performance of banking services for the User;
- (23) **Payment instrument** shall be each instrument or a series of processes or both which have been agreed upon between an individual User and their bank, and which is related only to this User to be applied when instructing a Payment order (e.g. a Payment card);
- (24) **Coverage on the Account** is the sum of positive balance in domestic and foreign currencies and the Authorized overdraft facilities on the Account;
- (25) **Value date** is the day when the Bank grants or charges the User's Account and which is taken into consideration when calculating interest;
- (26) **Business day:** if the Recipient's Account is with the bank based within

the area of the Republic of Slovenia, a Business day shall be every day other than Saturdays, Sundays and public holidays, under applicable legislation. If the Account of the Recipient is with the Provider of Payment services which is based outside of the Republic of Slovenia, then a Business day shall be every day which is a Business day in the Republic of Slovenia and is, at the same time, a Business day of all participants included in the conduct of an individual Payment transaction for payment;

- (27) **Permanent data carrier** is each instrument which enables the User the saving of data addressed to them in person, so that they are available for later use for as long as necessary for the purposes of these data, and which enables unmodified viewing of the saved data (e.g. paper form of a notice or electronic form of a notice in the PDF form);
- (28) **Uniform identification code** is the number of the User's Transaction account or another Uniform identification code of the User with the Bank;
- (29) **Consent to the implementation of a Payment transaction** is the submission of a paper or electronic Payment order by the User to the Bank or the submission of an Authorization for the conduct of a Payment transaction by the User in case of a Payment Transaction ordered by the Recipient of payment;
- (30) **ZPlaSS** is the abbreviation applied in these General Terms and Conditions referring to the Payment Services and Systems Act (the Official Gazette of the Republic of Slovenia No. 58 dating from 27 July 2009).
- (31) An Enforcement draft is a document which may be issued by a company, a sole proprietor, an individual proprietor or a public authority; it contains the legal Issuer's statement provided in accordance with the law and by means of which a company, a sole proprietor, an individual proprietor or a public authority undertakes to pay a certain amount of money with the Enforcement draft.
- (32) **Authorized overdraft facility** in the Account (overdraft limit) is an agreement-bound loan relationship between the Bank and the User of Transaction Account (hereinafter referred to as: the User) on a Transaction account (hereinafter referred to as: the Account). Overdraft limit is authorized in Euros.
- (33) **Basic overdraft facility** in the Account (Basic overdraft limit) is the minimum loan amount in the Account which the Bank may grant the User as the Authorized overdraft facility within the framework of the selected package on the Account.
- (34) **Extra overdraft facility** (Extra overdraft limit) is the loan amount in the Account which the Bank may grant the Account user as the Authorized overdraft facility based on an Application for the Authorization of Overdraft limit and the conclusion of a special Agreement on Overdraft Limit.
- (35) **Extra overdraft limit with reduction** is the loan amount in the Account which the Bank may grant the Account user as the Authorized overdraft facility based on an application for the Authorization of overdraft limit and the conclusion of a special Agreement on Overdraft Limit. The Overdraft limit amount shall be automatically reduced by the contractually agreed amount.
- (36) **Unauthorized negative balance in the Account** is balance exceeding the contractually agreed Overdraft limit in the Account which has been agreed upon by the Bank and the User of Transaction account.
- (37) **FATCA**: Foreign Accounts Tax compliance Act is the legislation that regulates compliance with the US taxation related to the accounts abroad.
- (38) **U.S. Person**: American tax payer for the purpose of FATCA.
- (39) **U.S. Indicia**: criteria that are applicable for the identification of the tax payers for the purpose of FATCA.

II. General

- (1) These General Terms and Conditions shall define the terms of concluding and terminating Agreements on Keeping Transaction

Accounts, the keeping of accounts, deadlines related to the conduct of payment transactions, Authorized overdraft facility (overdraft limit), remuneration of funds on Transaction accounts, fees and costs related to the performance of Payment services, methods and deadlines related to the notification of the Users of Accounts, the responsibility of the Bank and validity of the General Terms and Conditions.

III. Protection of Personal Data and Classified Information

- (1) The Bank shall be the administrator of the user's personal and other confidential data which it acquires upon the establishment of a business relationship and the following operations with the user. The Bank shall protect these data as confidential in accordance with the Personal Data Protection Act, the Banking Act, the Companies Act and other regulations relating to protection of personal and confidential data as well as the business secret.
- (2) The user shall be acquainted with and agree that the Bank may use, collect, save, include in databases and manually process or computerize the stated data in any other manner for the needs of the implementation of its legal operations and for the needs of performance of its legal and contractual obligations. The user shall have the right to access, copy, duplicate, supplement, correct, block and delete personal data relating to them.
- (3) The Bank may forward these data to its contractual processors who may process the data only within the framework of the granted authorizations and in accordance with the purpose determined by the agreement. The Bank shall publish the list of all personal data it collects, together with personal data collection catalogs showing all contractual processors and purposes of submitting the data, in the register on the Information Commissioner's website, which is publicly available.
- (4) The user shall be acquainted with and agree that the Bank may forward the stated data to other companies within the UniCredit Group due to the optimization of its business processes. This may also include the submission of data outside of the Republic of Slovenia in case headquarters of the other company are outside of the Republic of Slovenia. In such cases the company which receives the data acquires the right to process them.
- (5) The user shall be acquainted with the fact that the Bank may, if it acquires a written consent from the user, forward the stated data to other companies within the framework of the UniCredit Group for the purpose of direct marketing which mainly includes the sending of offers, promotional material, magazines and invitations to events as well as telephone, written and electronic survey in the case of which the company which receives the data acquires the right to process them. In this case, the user may, at any time, require the data administrator to stop using their data for the purpose of direct marketing.
- (6) The user (and also any guarantor and/or lienee) shall be obliged to notify the Bank about every change of residence or employment and all major changes of their financial position and income not later than within 8 days following the occurrence of the change. At the same time, the user (and any guarantor and/or lienee) shall allow and authorize the Bank or any other person who obtains the rights by means of the assignment of rights under the Agreement or the business relationship with the Bank to carry out enquiries with the relevant institutions about their place of residence, employment and financial position including the enquiries about the existence and status of their transaction accounts with banks.
- (7) The User hereby consents that the bank may from time to time inspect the User's data for the purpose of FATCA (Foreign Accounts Tax Compliance Act) in order to establish, whether the possible circumstances (U.S. Indicia) have emerged which could cause that the User is classified as the U.S. tax payer (U.S. Person).

Notwithstanding to the above the User is obliged to inform the bank immediately in the written form any change of circumstances of its

status (U.S. Indicia), such as acquisition of US citizenship, permanent settlement in US, US phone number etc. The User is obliged to inform the bank and submit to it the adequate documentation proving the possible change of circumstances.

In case the User does not inform and provide to the bank the adequate documents immediately after receiving the written notice from the bank to submit the adequate documentation proving the status of the User, the bank shall inform the tax authority of Republic of Slovenia that the User is potential U.S. tax payer (U.S. Person). In that case the bank is entitled to terminate the contract unilaterally after sending written notice to the User and close the account pursuant to the general terms and conditions of the contract.

The User is obliged to compensate to the bank all possible costs and damage, that may be caused by the User's breach of this subject matter clause.

The User and the bank agree that the User by committing to this clause pursuant to Art. 215 (2) of the Banking Act (Zban – 1) consents that the bank for the purpose of FATCA may inform the tax authority of Republic of Slovenia certain confidential data of the User.

IV. Opening a Transaction Account

- (1) The legal relation between the Bank and the User shall be established on the date of signature of the Agreement on Keeping a Transaction Account (hereinafter referred to as: the Agreement). Prior to concluding the Agreement, the Bank shall forward the User the General Terms and Conditions.
- (2) The Bank shall open an Account for the User if they meet the following requirements and terms:
 - They file an application for the opening of an Account;
 - They submit all the necessary documentation enabling identification of the User and persons authorized for the disposal of funds in the Account taking applicable legislation into consideration, and when the identity and identification of the client has been established in their presence;
 - They submit all the required data for the keeping of account register, other documentation in accordance with applicable legislation and any other documentation required by the Bank.
- (3) The Bank shall either grant or reject the application not later than within five Business days following the receipt of the application for the opening of an Account and the complete documentation it has required. The User may begin conducting their transactions via the Account on the first Business day following the opening of the Account.
- (4) Irrespective of the previous paragraph, the Bank shall open a basic payment account for the User or it shall reject their request for opening a basic payment account no later than ten working days after receiving a complete request of the User to open a basic payment account. If the Bank decides to reject the request for opening a basic payment account, it shall notify the User thereof immediately in writing and free of charge, stating a specific reason for the rejection, the right to use the internal complaint procedure at the Bank, the right enabling the User to notify the Bank of Slovenia about the rejection and the right to out-of-court settlement of disputes.

V. Keeping a Transaction Account

- (1) The Bank shall undertake to perform Payment services for the User via their Account within the available Coverage in the Account.
- (2) Positive balance in the Account shall be the sight money deposit with the Bank.
- (3) Only the User may dispose of funds in their Account. Disposal of funds shall be unlimited unless otherwise provided by regulations.
- (4) The User may authorize an adult third party to dispose of funds in their

Account. The Authorization shall be made expressly and in writing. The Authorization shall not involve the right of further issuing of authorizations and the right enabling the closing of the Account.

- (5) Persons authorized to dispose of funds in the Account shall include the Account User, their assignees and statutory representatives of the private individual.
- (6) The User may authorize an assignee by means of a written Authorization signed in the presence of a bank clerk or by means of a certified written Authorization signed before a notary; the Authorization shall include all the required personal data of the statutory representative and the assignee in accordance with applicable legislation.
- (7) The Bank shall keep the Account in the domestic and individual foreign currencies. The Bank shall keep the received funds for the User in foreign currencies, in which it does not keep the Account, as bank balance or it shall convert the amounts and enter them into the Account in the domestic currency unless instructed otherwise by the Account user.

VI. Implementation of Payment Orders and Notification of Users following the Conduct of a Payment Transaction

- (1) Payment orders which the User submits to the Bank shall be completed in accordance with regulations, standards of payment systems, the Instructions and Method of Completing Payment Orders and these General Terms and Conditions. Orders may be submitted in paper or electronic form.
- (2) The Bank shall conduct a Payment transaction when it receives a Payment order in compliance with the Business Hours for Transaction Account Operations (hereinafter referred to as: the Business hours) if all terms listed in paragraph one of this Article are complied with, if Coverage is ensured for the order in the Account, if the order is legible and complete (without any corrections) and if there exist no legal impediments for its implementation.
- (3) The Bank shall be deemed to have received a Payment order when the order is handed over using communication instruments, notwithstanding any prior participation of the Bank in the process of forming and ordering a Payment order.
- (4) The Bank shall receive and implement a Payment order only in case it has been submitted to the Bank by the User or the assignee for the disposal of funds.
- (5) If the Bank receives a Payment order on the day which is not set out as its Business day or if it receives a Payment order after the time set out in its business hours, the Bank shall be deemed to have received the Payment order on the following Business day.
- (6) Payment orders shall be made out to the implementation on the same day or on a Business day fixed in advance.
- (7) Payment orders shall not be bound by any suspensive or resolutive condition. If a suspensive or resolutive condition is recorded, it has no legal effects.
- (8) In case there exist no special instructions provided by the User, the Bank shall determine order implementation method as it may consider the most appropriate and in favor 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 held responsible for an incorrect conduct of the Payment transaction.
- (10) If the User also submits to the Bank other data in addition to the Unique identification code or other data the Bank requires for the implementation of a Payment order, the Bank shall only be held responsible for the conduct of a Payment transaction in accordance with the Unique identification code submitted by the User.
- (11) The User shall be held responsible for accuracy and completeness of data on a Payment order.

- (12) If the implementation date on the Payment order is fixed in advance, the Bank shall check terms for the implementation of the Payment order on that day, except in relation to payments made to Recipients who are based outside of the Republic of Slovenia where the Bank receives the order up to two Business days prior to the Value date of the Payment order.
- (13) In case of cross-border and other Payment transactions (sending money abroad), the Bank shall ensure the implementation deadline set out in its Business hours, normally only to the first bank participating in mediation or implementation of the order for payment.
- (14) The User and the Bank may agree that Payment orders are implemented in accordance with priorities specified by the User; otherwise the Bank shall implement the orders in accordance with the time of their receipt. In this connection, the Bank shall take account of priorities established by law.
- (15) The Bank may reject the implementation of a Payment order if all terms for order implementation are not complied with. The Bank shall notify the User about the rejection and, if possible, about reasons for it and the process to remedy errors which caused the rejection, unless it is forbidden on the grounds of other provisions. The Bank shall submit the notice or make it available for the User at their earliest convenience, but not later than within a deadline which is set out for the implementation of the Payment order and which is stated in the Bank's Business hours.
- (16) In the case of payments made in the domestic payment transactions, the User shall, in addition to the Uniform identification code, also insert the purpose code which helps the Recipient of payment determine the paying details. Purpose codes shall be published as an annex to the Instructions and Method of Completing Payment Orders.
- (17) The Payer's bank shall transfer paying details to the Recipient's bank in accordance with the Instructions and Methods of Completing Payment Orders.
- (18) The Payer may cancel a Payment order at any time by withdrawing their Consent for the implementation of the Payment order and by withdrawing the Authorization for the Payment order or Direct debit. Each Payment transaction conducted after cancellation shall be considered unauthorized. It shall be impossible for the Payer to cancel a Payment order after the Payment order for the conduct of a Payment transaction has become irrevocable, i.e. after it has been received by the Receiver's Bank.
- (19) If a Payment transaction is ordered by the Recipient of payment or the Payer via the Recipient of payment, it shall be impossible for the Payer to cancel the Payment order after the Payment order or the Consent for the conduct of the Payment transaction has been given to the Recipient of payment. In case a Payment transaction is ordered by the Recipient of payment by means of the Direct debit, the Payer may cancel the Payment order which has been ordered by the Recipient of payment, by the end of the Business day before the day which has been agreed upon for charging the Payer's account. In case of the Direct debit, the Payer shall ensure Coverage in their Account on the day of the Direct debit.
- (20) Upon the expiry of deadlines listed in the Business hours, the User may cancel the Payment order only on the basis of an arrangement with the Bank. In case a Payment transaction is ordered by the Recipient of payment or the Payer via the Recipient of payment, the latter shall also agree to the cancellation of the Payment order after the expiry of a deadline.
- (21) The User may dispose of funds in their Account when the amount of the Payment transaction is authorized on the Bank's account in accordance with the conduct deadlines for Payment transactions which are set out in the Bank's Business hours, and when the Bank receives all the required data to authorize the User's Account.
- (22) If the day when funds are authorized in the Account of the Recipient's bank is not a Business day, the Recipient's bank shall be deemed to have received funds for the Recipient of payment on the first following Business day.
- (23) Incorrectly entered debit or credit of the Account without an order provided by the User which is the result of a mistake or an error of the Bank or its outsourcers may be eliminated by the Bank by means of a contra entry so that the balance in the Account remains unaltered. The Bank shall notify the User thereof by a statement of balance and transactions which will be sent in the agreed manner. If the User opposes such reconciliation (correction), the Bank shall immediately restore the situation to that prevailing prior to the receipt of a well founded complaint.

VII. Other Bases for Debiting a Transaction Account

- (1) In the case of payment of domiciled bills of exchange issued or accepted by the User, the Bank shall, in accordance with provisions regulating Payment services and the realization of domiciled bills of exchange with banks and within the framework of available Coverage, debit the User's account also on the basis of a submitted domiciled bill of exchange if it contains a clause establishing that the bill is payable with the Bank (the domicile clause) and if the Bank receives all the data relevant for the realization of the bill from the holder of the domiciled bills of exchange. A domiciled bill of exchange shall be deemed to include an irrevocable Authorization of the User to the holder of the domiciled bill of exchange to order the conduct of a Payment transaction in accordance with the issued domiciled bill of exchange, and an irrevocable Consent of the User to their bank to order the conduct of the Payment transaction to the debit of their funds.
- (2) In case the Bank receives the following documents issued by the Court, the Tax Administration of the Republic of Slovenia or some other competent authority, namely, a decree for execution, for security interest or in other cases of compulsory interventions of authorities of the State into the User's funds in their Account, the Bank shall prevent the User to dispose of funds (Coverage) in their Account in the amount as indicated in the decree or any other official document, and shall act in accordance with the contents 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 decree for enforcement or security interest or any other official document.
- (3) The Bank shall fix the interest rate and other conditions of loan products it offers the User, on the assumption of the structured contractual relationship between the User and the Bank, where the User also uses the Bank's deposit services including the management of a transaction account and conclusion of deposit agreements. Thus the purpose of each User's bank balance shall not be only non-genuine safekeeping of funds, but such bank balance is, after the agreement between the contracting parties and at the same time, also in the function of ensuring the Bank adequate security interest for correct compliance of all obligations of the User towards the Bank under any contractual relationship concluded with the Bank.
For the purpose of repayment of all of their obligations towards the Bank, the User shall recognize the Bank possessory lien on each User's bank balance with the Bank 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 their such assets in favor 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 with the Bank in favor of the Bank.
In case the User does not fulfill any of their financial obligations towards the Bank in due time and fully, the User shall expressly and unconditionally allow the Bank and they shall expressly and irrevocably authorize it to repay and settle their claims due and outstanding claims towards the User, without a special additional order, using the funds from any bank balance of the User with the Bank including all potential assets on the User's transaction account and inflows in the account as well as other deposit- and tied up funds of the User with the Bank. The relevant authorization to the Bank shall be deemed an irrevocable payment order of the User in accordance

with provisions of the applicable Payment Services and Systems Act. Based on the contractual grounds specified by paragraph one of this item, the User shall expressly waive protection referred to in Article 316 of the Code of Obligations and shall give their express consent that the Bank may offset their claims to money due and outstanding claims to money towards the User under any contractual relationship concluded with the Bank with counterclaims due of the User towards the Bank under any bank balance of the User with the Bank including all funds on the User's transaction account and other User's deposit funds.

- (4) If the Bank keeps the Account for the User in the domestic currency and foreign currencies, it shall implement conversion applying other available currencies in accordance with the User's order in case there are not enough funds in the Account for the implementation of a Payment order in the currency in which the Account is made out. If there is no conversion order, the Bank shall reject the Payment order.
- (5) If the Bank has to make a payment from the Account without the User's Consent (e.g. under court, tax and other provisions of authorities of the State) and there are not enough funds in the Account in the payment currency and, at the same time, the User does not provide a conversion order to the Bank, the Bank shall implement conversion from other foreign currencies.
- (6) If the Bank receives an Enforcement draft, it shall preclude the User to dispose of their funds on any of their accounts and of other assets with the Bank if the User freely disposes of them until the Enforcement draft submitted to the Bank is wholly 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 realization of Enforcement drafts with banks and within the framework of 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 pursuant to the applicable law regulating execution and security interest. In case the User does not have any funds with the Bank and other assets with the Bank which they may freely dispose of, the Bank shall submit a copy of the Enforcement draft to other providers of Payment services. The Enforcement draft shall be deemed to include an irrevocable Authorization of the User of the Enforcement draft to the creditor to require the conduct of a Payment transaction to the debit of their 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 conduct a Payment transaction to the debit of their funds on any account and to the debit of other assets which they have with banks and which they may dispose of.

VIII. Special Features Relating to Transactions with Direct Debit

- (1) Transactions with Direct debits shall be specified by the General Terms and Conditions of Transactions with Direct debit prepared by the Bank Association of Slovenia.
- (2) The Direct debit shall be a standardized electronic debit Payment instrument settling liabilities of the Payer towards the Recipient in the amount set out by the Payer and the Recipient in their mutual contractual relationship. Liabilities shall be settled by a Direct debit of the Payer's Account on the basis of data which the Recipient of payment submits to the Bank.
- (3) The User may sign the Authorization for Account debit (hereinafter

referred to as: the Authorization) at the Bank or at the Recipient of payment. In case the User signs the Authorization at the Recipient of payment, the latter shall submit the Authorization to the Bank. The User shall specify the date of payment in the Authorization.

- (4) The Bank shall debit the Account if the Direct debit is submitted on the day specified by the User in the Authorization and if it does not exceed the maximum amount of the Direct debit set out by the Bank Association of Slovenia.
- (5) The Bank shall not make the Direct debit if the Payer cancels it. The Payer shall have the right to cancel an individual Direct debit in accordance with the applicable Business hours. The cancellation may refer only to an individual and specified payment of liabilities and shall not mean a notice on the cancellation of the Authorization. The Bank shall not be held responsible for any damage on the side of the Recipient or the Payer which might have been caused under the canceled individual Direct debit.
- (6) The Bank may refuse the Authorization signed and submitted by the Recipient of payment and notify the Recipient of payment and the Payer thereof.
- (7) The Payer may cancel the Authorization at the Bank or at the Recipient of payment.
- (8) The Bank shall have the right to cancel the Authorization in case the Recipient of payment has sent the Bank no application for the realization of the Direct debit within the past 13 months.
- (9) The Bank shall not be held responsible for complaints arising from the contractual relationship between the Payer and the Recipient of payment.

IX. Special Features Relating to Transactions with SEPA Direct Debit

- (1) Obligations shall be settled by a Direct debit of the Payer's Account on the basis of data which the Recipient of payment submits to the Bank.
- (2) The Payer may sign the Consent for the Account debit (hereinafter referred to as: the Consent) at the Recipient of payment.
- (3) The Bank shall not make the SEPA Direct debit if the Payer cancels it. The Payer shall have the right to cancel an individual SEPA Direct debit in accordance with the applicable Business hours. Cancellation may refer only to an individual and specified payment of liabilities and shall not mean a notice on the cancellation of the Consent. The Bank shall not be held responsible for any damage on the side of the Recipient or the Payer which might have been caused under the canceled individual Direct debit.
- (4) The Payer shall cancel the Consent with the Recipient of payment.
- (5) The Bank shall not be held responsible for complaints arising from the contractual relationship between the Payer and the Recipient of payment.
- (6) In case the Account holder has given their Consent for the payment of the Direct debit in the case of which the debtor is another person (the Account holder is the Payer but not the debtor), the Account holder shall agree that data from their Consent or the Consent may be transferred from their bank via the bank of the Recipient of payment onto the Recipient of payment upon the transition of the Recipient of payment to the SEPA Direct debit.

X. General Features of Basic Overdraft Limit

- (1) The Account User shall agree that the Bank may grant the Account User the Basic Overdraft limit in the amount and for the period which is consistent with the Bank's business policy. The Bank may authorize or reject the Basic Overdraft limit at its discretion.
- (2) The Bank shall authorize the Basic Overdraft limit to adult Account Users with regular monthly inflows into the Account. The User shall expressly agree to receive their regular inflows, which have presented the condition for the Authorization of the Overdraft limit, into their

Account with the Bank over a minimum period for which the Overdraft limit has been authorized or that they shall not close the Account up to the final repayment of the Overdraft limit.

- (3) The Bank shall remunerate the use of the Basic Overdraft limit at the interest rate for the authorized Basic Overdraft facility in the Account in accordance with the applicable Bank's Decision setting interest rates. Interest rate shall equal the prescribed interest rate for default interest in force from time to time, in accordance with law that provides the prescribed interest rate for default interest reduced by the deduction in the amount of 5 BT (0.05 %). 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.
- (4) The Bank shall attribute the calculated 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 calculated interest prior to their maturity to avoid Unauthorized negative balance caused by interest settlement.
- (5) The User, who has more Accounts open with the Bank, shall normally have the Basic Overdraft limit only in one Account.
- (6) The Basic Overdraft limit may be substituted with the Extra overdraft limit on the basis of an approved application for the Authorization of the Authorized overdraft facility in the User's Transaction account.
- (7) The Bank shall charge Authorizations and modifications of the Basic Overdraft limit in accordance with the Decision on payment tariff for retail banking, transactions with small companies, sole proprietors and persons of liberal professions (hereinafter referred to as: the Tariff).
- (8) The Bank shall have the right to cancel the Basic Overdraft limit if the User acts in conflict with the Agreement on Keeping a Transaction Account, the General Terms and Conditions of Keeping Transaction Accounts and Performing Payment Services for Consumers and these General Terms and Conditions. Furthermore, the Bank may terminate the Basic Overdraft limit if the User enters the Unauthorized negative balance, in the case of absence of regular monthly inflows or in case it receives decisions on forcible collection or decisions on securing the meeting of liabilities, namely, 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 used Overdraft limit and the amount of the Unauthorized negative balance.
- (9) The Bank shall have the right to cancel the Basic Overdraft limit also if the User's Account is blocked or if the User does not conduct transactions via the Account for more than three months or they have only the attribution of interest, banking costs and any minimum inflows to settle the costs and interest exceeding the Overdraft limit in the Account within the period of three months.
- (10) The User shall be obliged to immediately and fully settle the Basic Overdraft limit if they withdraw from the Basic Overdraft limit or if the Bank cancels their Basic Overdraft limit.
- (11) In case the User fulfills one of the following conditions:
 - They do not monthly ensure the regular monthly inflow at least in the amount that covers the used amount of the Authorized overdraft facility in their Transaction account or
 - They do not reach the positive balance in 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 limit.
- (12) The User may waive the right to the Basic Overdraft limit in writing even before the first drawing.
- (13) The Bank may, at any time, require the payment of the entire amount of the drawn Basic Overdraft limit.
- (14) The Basic Overdraft limit shall be valid for the period of one year or throughout the period the Agreement on Keeping a Transaction Account. In any case, the Bank shall have the right not to approve/extend the Basic Overdraft limit on the basis of the

assessment of the User's creditworthiness (once a year) or to approve it in the lower amount.

XI. Extra overdraft Limit

- (1) Based on the Application for the approval of the Authorized overdraft facility in Transaction account, the Bank may authorize the Extra overdraft limit to an adult User.
- (2) The User may submit the Application for the approval of the Authorized overdraft facility in Transaction account in written form at the Bank's business unit or via the electronic bank.
- (3) The amount and maturity of the Extra overdraft limit shall depend on the amount of regular monthly inflows in the Account and the Bank's business policy. The Bank may authorize or reject the Extra overdraft limit at its discretion.
- (4) The Bank shall authorize the Extra overdraft limit for a period of not more than 12 months. If the User, upon the expiry of the period of validity of the Overdraft limit, fulfills the conditions for the renewal of the Overdraft limit, the Bank may extend the validity of the Overdraft limit for the same duration and up to the amount not exceeding the approved amount of the Overdraft limit. The Bank shall inform the User of Transaction account in writing about the extension of the period of validity of the Overdraft limit no later than 8 days prior to the expiry of the period of validity of the Overdraft limit. If the User does not agree with the proposed extension of the period of validity of the Overdraft limit, they may inform the Bank thereof in writing not later than 3 working days prior to the expiry of the period of validity of the Overdraft limit. The User shall inform the Bank by using the »Request for suspension of the Overdraft limit under the Agreement on permitted overdraft facility on Transaction account« form, which is available on the Bank's website. Otherwise it shall be considered that the Bank and the User agree on the extension of the period of validity of the Overdraft limit. If the Bank does not approve the extension of the period of validity of the Overdraft limit or if the User has submitted an application for termination of the Overdraft limit, the User shall be obliged to settle the entire amount of the used Overdraft limit following the expiration of the period of validity of the approved Overdraft limit. The User shall be obliged to pay the Bank default interest for the amount of the default Overdraft limit in accordance with law that provides the prescribed default interest rate.
- (5) For the purpose of Authorization and drawing of the Extra overdraft limit, the Bank and the User shall conclude the written Agreement on Authorized Overdraft Facility in the Account.
- (6) The Bank shall remunerate the use of the Extra overdraft limit at the interest rate for the authorized Extra overdraft facility in the Account in accordance with the applicable Bank's Decision setting interest rates. Interest rate shall equal the prescribed interest rate for default interest in force from time to time, in accordance with law that provides the prescribed interest rate for default interest reduced by the deduction in the amount of 5 BT (0.05 %). 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 attribute the calculated interest to the Account at the end of the accounting period and upon the closure of the Account. The User shall be obliged to ensure funds in the amount of the calculated interest prior to their maturity to avoid Unauthorized negative balance caused by interest settlement.
- (8) The Bank shall notify the User about the modification of interest rates in accordance with the General Terms and Conditions of Keeping Transaction Accounts and Performing Payment Services for Consumers.
- (9) Costs of the Authorization or modification of the Overdraft limit shall be referred to in the Decision on payment tariff for retail banking, transactions with small companies, sole proprietors and persons of liberal professions (hereinafter referred to as: the Tariff).
- (10) The Bank may terminate the Agreement on Authorized Overdraft

Facility in the Transaction Account if the User acts in conflict with this Agreement as well as with the Agreement on Keeping a Transaction Account, the General Terms and Conditions of Keeping Transaction Accounts and Performing Payment Services for Consumers, and these General Terms and Conditions. Furthermore, the Bank may terminate the Agreement on Authorized Overdraft Facility in the Transaction Account if the User enters the Unauthorized negative balance, in the case of absence of regular monthly inflows or in case it receives decisions on forcible collection or decisions on securing the meeting of liabilities, namely, 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 used Overdraft limit and the amount of the Unauthorized negative balance.

- (11) The Bank shall have the right to withdraw from the Agreement on Authorized Overdraft Facility in the Transaction Account also in case the User's Account is blocked or if the User does not conduct transactions via the Account for more than three months or they have only the attribution of interest, banking costs and any minimum inflows to settle the costs and interest exceeding the Overdraft limit in the Account within the period of three months.
- (12) In case the User fulfills one of the following conditions:
- They do not monthly ensure the regular monthly inflow at least in the amount that covers the used amount of the Authorized overdraft facility in their Transaction account or
 - They do not reach the positive balance in their Transaction account at least once a month,
- the Bank shall have the right to prevent the User from further utilization of the Extra overdraft limit.

XII. Supplementary Services

- (1) The Bank shall enable the User supplementary services bound by the Account. The Bank and the User shall agree upon such services separately. With regard to supplementary services, the Bank may publish general terms and conditions for performance of such services.
- (2) The BA Maestro Debit card shall be intended for the identification of a Transaction account and used to pay for goods and services on points of sale as well as to withdraw money on ATMs which are marked by a BA, Maestro or Cirrus, in Slovenia and abroad, within the framework of Coverage in the Transaction account and the Overdraft limit set out daily.
- (3) The Debit card holder may deposit banknotes in the domestic currency valuing 10, 20, 50 and 100 EUR on marked ATMs of the Bank in Slovenia and abroad by using the "automated cash deposit on ATM" service; a deposit may contain up to 100 banknotes;
- The Debit card holder shall insert into an ATM leveled banknotes without any paper clips, otherwise they may damage the ATM. The Debit card holder shall undertake to pay the Bank compensation for the damage caused to an ATM.
- Upon cash deposits, ATMs shall perform the authenticity check of banknotes. If an ATM notices that a banknote is counterfeited, it keeps it and notifies the Debit card holder thereof by a notice on the display and a separate notice on a printed certificate of the conducted transaction which states the number of kept banknotes. To acquire information concerning the kept banknotes, the Debit card holder or User shall visit the business unit where their Transaction account is kept.
 - The Bank may subsequently check the authenticity of the deposited banknotes within 30 days following the crediting of cash to the User's Transaction account. In case it is established during the check that banknotes are counterfeited, the Bank may debit the User's Transaction account for the amount of these banknotes.
 - Deposited cash which has not been kept shall be available on the User's Transaction account immediately after the successful deposit. The Debit card holder shall be notified about the deposit by a printed certificate of the conducted transaction. It shall be possible to make an automatic deposit at any time during an individual ATM's operation.

- (4) Using the "Payment of pre-printed payment slips and Universal Payment Orders (UPO) on ATM" service, the Debit card holder may pay their obligations towards domestic issuers of the mentioned Payment orders having the OCR line, but not other Payment orders on marked ATMs of the Bank in Slovenia.
- 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 a pre-printed payment slip or an UPO on an ATM. The User shall acquaint themselves with rules enabling the use of this service from 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 payment amount which is displayed; if the amount is incorrect, the User may abort the making of payment. When there is no payment amount stated 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 pre-printed payment slip or an UPO and a printed confirmation of the payment made from the ATM.
 - It shall not be possible to perform the service unless a pre-printed payment slip or an UPO is completed pursuant to all regulations and standards of Payment transactions. In case the Recipient of the remittance who is stated on a pre-printed payment slip is not included in the Bankart d.o.o. collection center or in case the Account of the UPO issuer is kept by a bank which is not included in the SEPA IKP payment system, the transaction shall be rejected. Furthermore, the transaction shall be rejected if there is no Coverage on the User's personal Account for the amount of payment made on an ATM.
 - The User's personal account shall be debited for the amount of a pre-printed payment slip or an UPO on the same day when the service is performed on an ATM regardless of the payment Value date which is stated on the pre-printed payment slip or an UPO. The transaction shall be conducted in accordance with the applicable Business hours described in item 2 of Chapter VI of these General Terms and Conditions.
 - The Bank shall charge a fee for the performed service of payment of a pre-printed payment slip or an UPO on 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.

XIII. Responsibility of the Bank and Reimbursement of Payment Transactions

- (1) If the Bank is responsible for the failure to conduct a Payment transaction and/or the irregular conduct of a Payment transaction and/or the conduct of an unauthorized Payment transaction, it shall immediately reimburse the Payer the amount of the failed, the irregularly conducted or the unauthorized Payment transaction together with all the charged fees and interest the Payer is entitled to.
- (2) In the case of a Payment transaction ordered by the Recipient of payment or the Payer via the Recipient of payment, the Payer may require the reimbursement of the entire amount of the authorized and correctly conducted Payment transaction within 8 weeks following the debit day. If the Payer has given their Consent without a specific amount of the Payment transaction or if the amount exceeds the reasonably anticipated amount considering amounts of past payment transactions, the terms of the Agreement or other circumstances of the case, the Payer shall submit to the Bank all supporting documents of the circumstances of the case. The Payer shall not have the right to reimbursement in case they have given their Consent directly to the Bank, and the Bank or the Recipient of payment ensure them information concerning the following payment transaction at least 4 weeks before the maturity date.
- (3) The Bank shall be relieved of the responsibility of refunding the amounts of the failed, incorrectly conducted or unauthorized Payment

transaction, for fees and interest in the following cases:

- If the conduct of an unauthorized, failed or incorrectly conducted Payment transaction results from exceptional and unforeseeable circumstances which the Bank cannot influence or which it does not manage to influence despite all its efforts;
 - If the conduct of an unauthorized, failed or incorrectly conducted Payment transaction results from the Bank's obligation arising from other legal provisions which are binding for the Bank;
 - If the conduct of an unauthorized Payment transaction results from the User's fraud or if the User has not complied with their obligations in relation to the Payment instrument deliberately or through gross negligence;
 - If the Bank has conducted an unauthorized Payment transaction, if it has incorrectly conducted a Payment transaction or if it failed to conduct a Payment transaction on the basis of a falsified or modified Payment order submitted to the Bank by the User;
 - In the part covered by the User, if the conduct of an unauthorized Payment transaction results from the use of a stolen or lost Payment instrument or a Payment instrument which has been abused (if the User failed to secure their personal safety elements of the Payment instrument);
 - If the User has failed to notify the Bank immediately and without any delay about a failed Payment transaction, the incorrect conduct of a Payment transaction or the conduct of an unauthorized Payment transaction when they found out that such a Payment transaction has occurred, but not later than within 13 months following the date of the debit or Authorization.
- (4) In case the User submits data and Payment orders in form of an unprotected format (e.g. floppy disc, e-mail, fax), the Bank shall not be held responsible for any damage which may arise due to loss, delays during interchange, transformation or disclosure of data. The Bank shall not be held responsible for any damage incurred during the conduct of Payment transactions conducted on the basis of Payment orders which have been submitted in the manner described above. The responsibility for a safe, correct and timely data transfer shall be borne by the data sender.

XIV. Notification

- (1) The User shall inform the Bank, not later than within 5 days of the occurrence of modification, about all modifications related to personal data, data of their assignees and other data related to the Account as well as data which the User has stated when submitting the application for opening the Account. The Bank shall not be held responsible for the damage incurred due to the non-compliance with obligations regarding information about modifications.
- (2) The Bank shall inform the User about Payment transactions conducted in their Account by means of a statement including outstanding balance and transactions. The Bank shall send the statement to the User at least once a month. When the Bank sends a written communication to the User, it shall be considered that the communication is handed correctly if it is sent to the last known address of the User which the Bank has in its register.
- (3) The User shall be obliged to notify the Bank immediately and without any delay about an unauthorized, incorrectly conducted and/or a non-conducted Payment transaction when they have found out that such a Payment transaction has occurred, but not later than within 13 months following the date of the debit and/or Authorization.

XV. Fees, Interest Rates and Exchange Rates

- (1) An overview of fees for the performance of payment and other services shall be available to the User in the Bank's Tariff. The Bank shall debit a respective fee amount to the User's Account after the conducted Payment transaction or on the basis of a contractual relationship.

- (2) The Bank shall have the right to charge the User fees and actual costs for performance of its services in accordance with the Bank's applicable Tariff.
- (3) The Bank shall remunerate funds in the Account within deadlines, in the manner and at the interest rate specified by the applicable Bank's decision on the amount of interest rates. The Bank shall attribute accrued interest at the end of a return period defined by the Bank and upon the closure of the Account.
- (4) In case of rate exchange, the Bank's retail exchange rate list in force at the time of the actual implementation of exchange shall apply (hereinafter referred to as: the Exchange list). The Exchange list shall be bound by the Exchange List of the European Central Bank. It shall be published on the Bank's website (www.unicreditbank.si) and in the Bank's business units.
- (5) Buying and selling rates from the daily Bank's retail Exchange list shall apply to the domestic/foreign currency exchange and foreign currency/foreign currency exchange. The daily Bank's retail Exchange list shall be in force at the moment of exchange unless the contracting parties agree otherwise on a case by case basis.
- (6) The Bank shall notify the User about any modification made to provisions of this Chapter in the manner specified in Chapter XIV of these General Terms and Conditions.

XVI. Termination of Agreement

- (1) The Agreement shall expire upon the expiry of time in the case of a fixed term Agreement or by termination.
- (2) At any time, the User may terminate the Agreement in writing, with immediate effect and with the Consent of the Bank. The User may unilaterally terminate the Agreement in writing at any time by giving a month's notice.
- (3) The Bank may unilaterally terminate the Agreement of unlimited duration giving 2-months' notice. The Bank shall forward the notice on the termination of the Agreement to the User in a clear and comprehensible manner, written on paper or any other Permanent data carrier.
- (4) Irrespective of the previous paragraph, the Bank may unilaterally terminate the Framework agreement for accessing a basic payment account by giving two months' notice only if there has not been any transactions on the User's basic payment account for more than 24 months, if the User no longer lawfully resides in the European Union or if the User subsequently opens 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 inform the User in writing and free of charge about the reason for the termination unless such a disclosure is prohibited under other regulations, the right to use the internal complaint procedure at the Bank, the right to inform the Bank of Slovenia about the termination of the Framework agreement and the right to out-of-court settlement of disputes.
- (5) In the case of termination of the Agreement, the User shall be obliged to fully settle all their liabilities from the Agreement which have been incurred up to the day of termination of the Agreement.
- (6) In case the Bank violates provisions of these General Terms and Conditions referring to informing the User, the latter shall have the right to challenge the Agreement under provisions of the Code of Obligations.
- (7) In the case of termination of the Agreement, the User shall pay the Bank fees which the Bank charges for its performance of Payment services, for a specified period of time only in a proportional share up to the termination of the Agreement. If such fees are paid in advance, the Bank shall reimburse the User the proportional share of the paid remuneration.
- (8) The Bank may not charge the User special fees due to the termination of the Agreement if the User terminates the Agreement which has

been concluded for a limited period in the duration of more than 12 months or for an unlimited period, following the expiration of 12 months from the conclusion of the Agreement.

- (9) Irrespective of the previous paragraph, the Bank may unilaterally terminate the Framework agreement for accessing a basic payment account with immediate effect only if the User has intentionally used their basic payment account for illegal purposes, if the User has provided inaccurate and untrue information to obtain the right to a basic payment account, where, in the case of providing accurate and truthful information, they would not obtain such a right, and if the User violates or has violated their contractual obligation towards the Bank within the last three years. In such a case, the Bank shall be obliged to inform the User in writing and free of charge about the right to use the internal complaint procedure at the Bank, the right to inform the Bank of Slovenia about the termination of the Framework agreement and the right to out-of-court settlement of disputes.
- (10) The Bank may terminate the Agreement with immediate effect in case the User violates the provisions of these General Terms and Conditions or provisions of the Agreement.

XVII. Amicable Settlement of Disputes

- (1) The User and the Bank shall resolve any potential disputes, disagreements or complaints with regard to the performance of services in accordance with these General Terms and Conditions consensually.
- (2) The Bank shall resolve potential disputes and disagreements based on the consumer's written request. The consumer can address such request to the Bank via a prescribed form available in all the Bank's branches, in written form to the address UniCredit Banka Slovenija d.d. Šmartinska 140, 1000 Ljubljana or via web portal <http://www.unicreditbank.si/pisitenam.asp>. The Bank's competent body shall decide regarding the complaint in the shortest possible time or at latest within eight (8) days upon the receipt of the entire relevant documentation. The Bank shall send the answer to a complaint with adequate explanations in written format to the consumer's address. The consumer shall have the right to file an objection to a complaint. The Bank shall send the decision regarding the objection with adequate explanations in written format to the consumer's address within 15 business days. By doing so, the Bank's decision shall be final and its internal complaint procedure shall be concluded.
- (3) In case a complexity of a case shall not allow for the settlement of a complaint or objection within the stated deadline, the Bank shall inform the consumer in written format about the anticipated date of final settlement of complaint.
- (4) If the user doesn't agree with the decision regarding the complaint or if they don't receive the Bank's answer to a complaint within 30 days, they shall have the right to file within maximum of 13 months from the final decision in the internal complaint procedure or from the expiration of the deadline for dealing with the complaint an initiative for the beginning of the out-of-court dispute resolution procedure with the provider of out-of-court resolution of disputes (hereinafter referred to as: the IRPS provider), who is acknowledged as competent for consumer dispute resolution by the Bank. The Bank may at any time change the IRPS providers competent for resolution of consumer disputes.
- (5) The name, electronic address and phone number of acknowledged IRPS provider at each time shall be published on the Bank's web page www.unicreditbank.si.
- (6) Filing of the initiative shall not interfere with the user's right to file adequate request for dispute resolution with the court of competent jurisdiction according to the Bank's headquarters.

XVIII. Preliminary and Final Provisions

- (1) If the Bank modifies these General Terms and Conditions, it shall notify the User thereof two months prior to the implementation of modifications in writing via post and by a notice via electronic banking system if the User conducts their business operations via electronic banking systems by sending them a proposal of the modification of the General Terms and Conditions.
- (2) If the User does not agree with modifications of the General Terms and Conditions, they may terminate the Agreement, which has been concluded on the basis of these General Terms and Conditions, without notice and without paying fees. The User shall submit the termination of the Agreement to the Bank in writing not later than the day prior to the specified date of entry into force of a modification. If the User does not notify the Bank about their disagreement with modifications within this deadline, it will be considered that they agree with modifications. In case the User rejects suggested modifications in writing, but does not terminate the Agreement, it shall be considered that the Bank has terminated the Agreement with 2-month's notice, which starts to run on the day a written notification has been sent.
- (3) Applicable General Terms and Conditions shall be published on the Bank's website and in all its business units.
- (4) These General Terms and Conditions shall constitute an integral part of the Agreement on Keeping a Transaction Account. By signing the Agreement on Keeping a Transaction Account, the User shall affirm that they have been acquainted with the General Terms and Conditions prior to concluding the Agreement and they fully agree thereto.
- (5) Upon the entry into force of these General Terms and Conditions, the existing General Terms and Conditions of Keeping Transaction Accounts shall cease to be in force. These General Terms and Conditions shall apply to Agreements on Opening and Keeping Transaction Accounts which have been concluded on the basis of the previous General Terms and Conditions of Keeping Transaction Accounts.
- (6) Provisions of the Agreement which have been applied by the Bank and the User to settle matters relating to Agreements on Keeping Accounts and Performing Payment Services until the enactment of these General Terms and Conditions and which are contrary to the Payment Services and Systems Act (ZPlaSS) shall be deemed to have been substituted by provisions of the ZPlaSS.
- (7) The User shall have the right to require, at any time, a copy of their Agreement and these General Terms and Conditions in the paper form or on some other Permanent data carrier.
- (8) The law of the Republic of Slovenia shall apply to the performance of services in accordance with these General Terms and Conditions and to their interpretation.
- (9) If the User finds that there has been a violation constituting an offense under the ZPlaSS during the performance of services on the basis of these General Terms and Conditions, they shall have the right to file a written proposal to initiate criminal proceedings. The proposal shall be filed with the Bank of Slovenia, which is competent for ruling on such offences.
- (10) The General Terms and Conditions shall be drawn up in the Slovene language.
- (11) These General Terms and Conditions shall apply as from September 18th 2016.