

GENERAL TERMS AND CONDITIONS OF USE OF THE CARD IN DIGITAL FORMAT FOR CONSUMERS AND LEGAL ENTITIES

I. General

- (1) The issuer of the General Terms and Conditions is UniCredit Banka Slovenija d.d., Ameriška ulica 2, 1000 Ljubljana (hereinafter: the Bank), registration number 5446546000, VAT identification number SI 59622806, e-mail address: info@unicreditgroup.si, website: www.unicreditbank.si, telephone number: +386 (0)1 5876 600. Supervision of the issuer in relation to the provision of payment services is carried out by the Bank of Slovenia, Slovenska cesta 35, Ljubljana.
- (2) These General Terms and Conditions define the mutual rights and obligations of the Bank and the cardholder who uses their card in digital form in the digital wallet of other providers (e.g. Google Pay, Apple Pay, ...).
- (3) General information on the processing of personal data when using the services of mobile wallet providers is an integral part of the General Terms and Conditions.
- (4) By including a payment card in the digital wallet of other providers, the cardholder is deemed to confirm:
 - that he/she was informed of these General Terms and Conditions in a timely manner and in a manner that allowed him/her sufficient time to familiarize himself/herself with the terms and conditions of the services before submitting the request to include payment cards in the digital wallet of another provider;
 - that he/she fully agrees with and accepts these General Terms and Conditions;
 - that adding payment cards to the digital wallet of other providers, together with the subject matter of the General Terms and Conditions, has the legal meaning of a contract on the use of the digital wallet of another provider.

II. Definition of terms

Individual terms used in these General Terms and Conditions for the Use of Cards in Digital Form for Consumers (hereinafter: General Terms and Conditions) have the meaning already defined in the General Terms and Conditions for Card Transactions for Consumers, unless these General Terms and Conditions expressly provide otherwise.

Terms related to the digitalization of the card have the following meaning:

- (1) **The cardholder** is a natural person to whom the bank has issued the card.
- (2) **The user** of the digital card may be the primary user and/or an authorized person who is authorized to dispose of funds in the user's transaction account or has an additional card.

The user of the digital card must also meet the following conditions:

 - is an adult and a person with full legal capacity;
 - is a minor who has reached the age of at least 15 and whose legal representative or guardian has transferred the right of disposal to him by signing the document "Declaration on the right of a minor transaction account holder to unlimited disposal of funds in the transaction account".
- (3) **The card** may be a debit card or a card with deferred payment or a credit (revolving) card with contactless functionality, issued by a bank and with which the user carries out a payment transaction from his card account or from a card account to which he is authorized.
- (4) **Contactless transactions** are transactions with cards without direct contact of the card with the POS terminal, which means that in order to carry out a payment transaction, the card does not need to be inserted into the POS terminal but only needs to be brought close to it. With contactless transactions, up to a certain purchase amount, it is also not necessary to enter the PIN or sign the purchase receipt. The amount up to which contactless transactions are possible without entering the PIN

or signing the purchase receipt is published on the bank's website and may be changed at the bank's discretion. This amount may vary between individual countries.

- (5) **Contactless cards** are cards that enable contactless transactions at points of sale marked with the contactless logo.
- (6) **A digital card** is a digitized form of a physical card that is ready to be displayed and used in a mobile wallet. It enables contactless transactions at points of sale in Slovenia and abroad that support NFC technology.
- (7) **A digital wallet** is a payment service intended for digital payments that allows the cardholder to install a digital card on a mobile device and pay for goods and services with a digital card.
- (8) **A mobile device** may be a mobile phone or tablet or other device that supports NFC technology and has an appropriate version of the operating system installed that enables the installation and use of a digital wallet.
- (9) **A mobile bank** is a Mobile Bank GO! and a Mobile Bank PRO as defined in the applicable general terms and conditions for the use of online or mobile banking systems, which are available to the user on the Bank's websites;
- (10) **NFC (Near Field Communication)** is a technology that enables the exchange of data between a mobile device and POS terminals without direct contact.
- (11) **Authentication** is a procedure that allows a payment service provider to verify the identity of a payment service user or the entitlement to use a specific payment instrument, including the use of the user's personal security elements.

III. Protection of personal and other confidential data

- (1) The Bank processes, stores and protects the user's personal data in accordance with the law governing the protection of personal data, the EU General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR) and its internal acts.
- (2) All detailed information on the processing of personal data, the rights of individuals and the Bank's contact details are set out in the document General information on the processing of personal data when using digital wallet services. The current version of the document is always available at the Bank's business premises and on its website (www.unicreditbank.si/gdpr), where all contact points for exercising rights related to the protection of personal data are also listed.
- (3) The digital wallet provider acts as an independent controller of personal data within the framework of its contractual relationship with the user and is solely responsible for the lawfulness of their processing. The Bank does not influence the method of obtaining and processing personal data by the digital wallet provider and is not liable for it; his information on the processing of personal data is available on the websites of the digital wallet provider.
- (4) Before using the digital wallet of another provider, the digital card user must familiarize himself with their general terms and conditions and personal data protection and make his own decision whether to accept them.

If he does not agree with the general terms and conditions and personal data protection of the digital wallet provider, he will not be able to use this service for mobile phone payments.
- (5) By adding the card to the digital wallet, the cardholder expressly agrees that the bank will provide his personal, banking and other data to the digital wallet provider. The provision of this data is necessary for the use of the digital wallet or the digitization of the card.

IV. Issuance and addition of a digitized card to digital wallets of other providers

- (1) A digital wallet of another provider is an application that the cardholder can install on their mobile device. The digital wallet enables the storage

of cards and the provision of contactless payment services using NFC technology.

- (2) The cardholder can add any card or multiple cards issued by UniCredit Bank Slovenija d.d. to the digital wallet of another provider, in accordance with the instructions of the digital wallet provider.
- (3) The cardholder can add their digital cards to multiple digital wallets of different providers, as well as to multiple different devices. Digitized cards can only be added to digital wallets of those providers with whom the Bank has a contractual relationship.
- (4) The cardholder can add a card to the digital wallet in two ways:
 - The user downloads the digital wallet application from the official online store of the digital wallet provider (e.g. App Store or Google Play) and installs it on their mobile device. The user manually enters the card data into the digital wallet of the digital wallet provider and according to the instructions of the digital wallet provider. During the procedure, he accepts the General Terms and Conditions for the use of the digital card.
 - In accordance with the currently valid functionality available to the user in the mobile bank, the card user will have the opportunity to add the card to the digital wallet in the mobile bank for individuals and/or legal entities, where by using the "Add card" function, he adds the card to the digital wallet of another provider with whom the Bank has a contractual relationship. In this case, manual entry of the card data is not required, but it is automatically transferred to the digital wallet of the selected provider at the request of the card user.
- (5) In the case of adding a card to a digital wallet, additional verification of the card user's identity may be required: the customer can choose to receive an activation SMS code, which is then entered into the digital wallet, or the customer can call the bank's Call Center for digitalization. In the event of successful user identification, the bank confirms the addition of the card to the digital wallet.
- (6) The bank is not responsible for any malfunction of the digital wallet, technical problems and/or malfunctions on the part of another digital wallet provider. The bank is also not responsible for any upgrades or inability to access the digital wallet of another provider or for the inability to add a card to the digital wallet if the reasons are not on the bank's side or for non-acceptance of cards in digital form at the point of sale.

The bank cannot influence the availability of the digital wallet services of another provider.

- (7) To use a digital card, the user must use a smartphone or other device that supports NFC technology and install the digital wallet of another provider. The conditions regarding supported devices and versions of operating systems are within the competence of the individual digital wallet provider.

The user must install the third-party digital wallet on their mobile device according to the provider's instructions and accept and agree to the third-party digital wallet provider's general terms and conditions of licenses.

V. Use and characteristics of the digitized card

- (1) The digital card holder may make payments at points of sale that enable contactless payments with a mobile or other device.
- (2) Both the card issued in physical form and the digital card are unique for the same card account on which payment transactions are made.
- (3) The card holder who paid at the point of sale using the mobile device in which the digital card is located will be charged for this transaction in the same way as for any other transaction with the card on the basis of which the digital card was created.
- (4) In the event that the Bank issues a new or replacement card to the card holder, the card holder must add the new card back to the digital wallet.
- (5) In the event that the card holder has multiple digital cards in the digital

wallet, the card holder determines the order in which the digital cards are used to make a transaction.

- (6) The card user may remove the card from the digital wallet at any time in accordance with the instructions of the digital wallet provider. If the cardholder removes the digital card from the mobile wallet, he or she can later add the card back to the mobile wallet as a digital card.
- (7) Cancellation of the digital card does not mean cancellation of the physical card.

VI. Digital wallet login

- (1) The user logs into the digital wallet each time they open a digital wallet from another provider. The login can be done with a password or using biometric data, if the mobile device or other device allows this.
- (2) Biometric data, fingerprint and/or facial image of the user, are stored on the user's mobile device, therefore the user must ensure their safe handling and proper storage and protection on the mobile device.

The Bank does not process fingerprint and facial image data (for example, it does not store or access them), which means that the Bank is not the controller of such personal data. It cannot be considered that such data is processed by a contractual processor on behalf of the Bank. Taking the above into account, the Bank does not ensure compliance of the processing of such personal data with the Personal Data Protection Act (ZVOP-2) or the General Data Protection Regulation (GDPR).

The Bank is not responsible for and does not guarantee the security of the fingerprint authentication and facial recognition function on any device and the operation of the function in the manner represented by the device manufacturer.

VII. Restrictions on the use of a digital card or blocking of a card

- (1) The Bank may refuse to add a card to a digital wallet for various reasons, e.g. in the event of violations of these and the general terms and conditions of the card and always in the event of a cancelled, terminated or blocked card. The Bank shall also refuse to add a card in the event of suspected card misuse.
- (2) The digital wallet provider may disable the use of a digital wallet in the event of violations of its general terms and conditions for the operation and management of the digital wallet. It may also prescribe certain restrictions on the use of the digital wallet, such as, for example, the age limit of the user, the number of cards that can be added to the digital wallet, etc.

More information on this is available on the website of each digital wallet provider.

- (3) In the event that the card is blocked, cancelled by the user or invalid, the right to use the digital card in the digital wallet also ceases.
- (4) The Bank is not liable for cases where the digital wallet provider refuses to add a card to the digital wallet.

VIII. SECURE CARD USE - Measures to be taken by the cardholder when using a digital card

- (1) The digital card user is obliged to take all reasonable measures to prevent the loss, theft or misuse of the device on which the digitized card is installed.
- (2) The digital card user is responsible for the security and confidentiality of all verification data used on the device on which the digital wallet is installed.
- (2) The Bank does not cover damage caused by theft, loss or misuse of the device on which the digital card is installed, if the damage was caused by the cardholder's negligent conduct.

Obligations and responsibilities of the digital card user

The user undertakes to:

- carefully store the mobile or other device and protect it as a good steward by preventing its loss, theft and/or misuse, and not to give it to

unauthorized persons for inspection or use, whereby he is responsible for any damage that is either directly or indirectly caused by unauthorized persons using the mobile device;

- to use appropriate authentication and level of protection to access the digital wallet of another provider on the device, namely one of the strong security elements, such as a strong PIN password, fingerprint or facial recognition function;
- in the case of fingerprint activation to log in to mobile applications, to use only his own fingerprints. Otherwise, the user is solely responsible for all damage that may arise due to possible misuse. The Bank does not assume liability for any damage that may arise from possible misuse as a result of failure to comply with the instructions related to the use of fingerprints written in these general terms and conditions;
- secure access to the mobile device in which the digital wallet is installed with a password or other appropriate protection and never leave the mobile device unattended;
- always have the device lock functionality enabled;
- notify the Bankart call center on tel. no. +386 1 583 41 83 of unauthorized use, suspected unauthorized use of the mobile wallet or mobile device, theft or loss of the mobile device, which will block the card;
- regularly install security patches for the mobile device's operating system and for applications installed on the mobile device and use security functions enabled by mobile devices (e.g. encryption, remote deletion, location tracking and similar technologies);
- will not store the password for logging into mobile applications unprotected on his/her device;
- deactivate the digital wallet on his/her mobile device if he/she no longer uses the device;
- will only connect to "trusted" WiFi networks when using mobile applications;
- use the digital wallet in accordance with these general terms and conditions and the provider's instructions and recommendations;
- assume responsibility for a transaction that is a result of fraud and/or deceit by the mobile wallet user or if the digital wallet user intentionally or due to gross negligence failed to fulfill his/her obligations regarding measures to protect the mobile device and personal password in accordance with these general terms and conditions or which is a result of a violation of these general terms and conditions by the mobile wallet user;
- failure to comply with the instructions and measures that are part of these General Terms and Conditions is considered negligent conduct by the cardholder.

IX. Fees

- (1) The Bank charges the user the same fees and interest for transactions with a digital card in accordance with the currently valid Decision on the Tariff of Payments for Transactions with Individuals, Small Businesses, Sole Proprietors and Liberal Professions and the Decision on Bank Interest Rates, and settles them from the user's transaction account as applies to cards that are not digitized.
- (2) The Bank will not charge the holder of a digitized card a fee for adding the card to the digital wallet and its use.
- (3) The Bank has no influence on any fees charged by the digital wallet provider or third parties that provide services directly or indirectly related to this service.

X. Transitional and final provisions

- (1) The General Terms and Conditions in force at any time are published on the Bank's website and in all Bank branches.
- (2) In the event that the Bank amends or supplements these General Terms and Conditions, it shall notify and inform the User two months prior to

their entry into force in writing by post or via electronic banking systems, if the User operates using electronic banking systems, by sending him a proposal for amendment or supplementation of these General Terms and Conditions.

- (3) Instructions for using the digital wallet are available to the User on the Bank's website.
- (4) These General Terms and Conditions are an integral part of the General Terms and Conditions for Card Operations for Consumers, the General Terms and Conditions for Managing Transaction Accounts, Providing Payment Services and Permitted Overdrafts (Limits) for Consumers or, in the case where the user uses a payment card issued to a legal entity's account, the General Terms and Conditions for Operating a Business Card with Deferred Payment and the General Terms and Conditions for Managing Transaction Accounts and Providing Payment Services for Legal Entities, Entrepreneurs and Private Individuals.
- (5) All instructions regarding the use of online or mobile banking systems, completing and executing payments, are available to the user on the Bank's websites and in online banking systems.
- (6) The law of the Republic of Slovenia shall apply to the provision of services in accordance with these General Terms and Conditions and to their interpretation.
- (7) Withdrawal from the use of a digital card does not constitute withdrawal by the user from the consumer contract or the contract for legal entities or from other approved services on this account.
- (8) If the user detects that a violation has occurred in the provision of services based on these General Terms and Conditions, which constitutes an offense under the ZPlaSSIED, he has the right to file a written proposal for the initiation of an offense procedure. The proposal shall be filed with the Bank of Slovenia, which is competent to decide on such offenses.
- (9) The General Terms and Conditions are drawn up in the Slovenian language.
- (10) These General Terms and Conditions are valid from June 23rd 2026 onwards.