



**GENERAL TERMS AND CONDITIONS
FOR THE ACCEPTANCE OF CARDS AT EFT POS
TERMINALS**

2022

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1. INTRODUCTORY PROVISIONS

The General Terms and Conditions for accepting cards at EFT POS terminals (hereinafter referred to as "Terms and Conditions") shall regulate the installation / modifications / uninstallation, the use method, carrying out and settlement of transactions, maintenance and servicing of EFT POS terminals that are given for use to legal entities and natural persons engaged in the registered activity (hereinafter: Trader) and other rights and obligations in the business relationship arising from the acceptance of the cards, as a non-cash means of payment for goods and services at the Trader's points of sale.

The provisions of this Terms and Conditions form an integral part of the Acceptance Agreement for cards at EFT POS Terminals of KentBank (the previous title was the Acceptance Agreement for Cirrus / Maestro, Mastercard and Visa Cards of domestic and foreign banks at EFT POS terminals (hereinafter: the Agreement) concluded by Kentbank d.d. with the Trader and thus are entirely binding for the Bank and the Trader.

2. DEFINITION OF TERMS

Authorization - approval of a transaction by the Issuer, printed / inscribed in the User Account in the form of a numeric or alphanumeric string that is unique to each transaction and is visible in the User Account (slip);

Bank - designates Kentbank d.d., Gundulićeva 1, Zagreb, OIB: 73656725926 as Acceptor

Card Number - Card identifier. Typically, this is a 16-digit number on the front or back of the Card divided into 4 4-digit groups on Credit Cards, while on Debit cards it is usually non-clustered. The Card number may in some cases be more than 16 digits long. The Card Number logically indicates / connects the Card Payment Scheme within which the card works, the Card Issuer and the Cardholder, and ultimately the account of the Cardholder to which the Card is connected in the systems of the Issuer. The card number according to the PCI DSS standard is considered as the card information that must be protected in accordance with the PCI DSS standard;

Debit card - a category of payment instrument that enables the payer to initiate a transaction with a debit card that does not have transactions with prepaid funds;

Retrieve or complete pre-authorization - provisioning the actual amount to be charged to the Cardholder and release of pre-authorized funds through a pre-authorization transaction. This type of the transaction must be specifically agreed with the Bank;

EFT POS terminal - a device intended for electronic authorization of a transaction and acceptance of cards electronically, which the Bank has assigned for the use to the Trader;

Encrypted form of data storage - a process in cryptography that modifies the original data so that the data is rendered illegible to persons who do not possess certain knowledge (key, password, etc.);

Respondent - an individual whose identity can be ascertained; a person who can be identified directly or indirectly, in particular by identifiers such as name, identification number, location information, network identifier or by one or more factors inherent in physical, physiological, genetic, mental, economic, cultural or social identity of that individual; For the purposes of this document, the Respondent represents the Client of the Bank;

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Issuer - a payment service provider who undertakes to provide the payer with a payment instrument for initiating and processing the payer's payment transactions based on the Cards;

Excerpt from the Decision on fees for business entities and residential buildings (hereinafter referred to as: Decision on Fees) and the Extract from Decision on Interest Rates for Business Entities and residential buildings (hereinafter: Decision on Interest Rates) - the applicable Decision of Kentbank d.d. on interest rates and fees for business entities;

Transaction Report - Specification of individual payment transactions based on cards by which the Bank informs the client of all transactions carried out at the EFT POS terminals with the Trader, in accordance with the Bank's rules and legal regulations;

Prepaid card - a category of payment instrument with electronic money stored in the card;

Cards / Bank Cards - all types of cards issued by domestic and foreign payment service providers as non-cash means of payment, the acceptance done through the EFT POS terminal in accordance with the Terms and Conditions;

Card Processor of the Bank - ERSTE GROUP CARD PROCESSOR d.o.o. that is, the card processor with which the Bank has entered into an appropriate legal transaction and which performs card transactions processing for the Bank and other tasks that the Bank has contracted with it;

Card payment scheme - VISA and MasterCard card companies. A unique set of rules, practices, norms and / or implemented guidelines for the execution of card-based payment transactions, which is separate from the infrastructure or the payment system that support its functioning and includes a certain decision-making body, an organization or the entity responsible for the functioning of the scheme;

Commercial Card - any card-based payment instrument issued to companies or public sector entities or self-employed natural persons the use of which is limited to business expenses, where the payments made by such cards are debited directly to the account of the company, a public sector entity or a self-employed natural person;

User account - the account that the Buyer / Cardholder signs or confirms with a PIN (the so-called slip) when making a non cash payment of a good or service at the Point of Sale;

Credit Card - the category of the payment instrument that enables a payer to initiate the credit card transactions;

Buyer / Cardholder / Payer - any natural or legal person who, using the Card as a payment instrument, in accordance with the conditions defined by the Card Issuer, purchases goods or services from the Trader at the Point of Sale and whose name is printed on the front of the Card and whose signature matches the signature on the back of the Card;

Interbank Fee - the fee paid directly or indirectly (through a third party) for each transaction between the card issuer and the acceptor of the card (Bank) included in the payment transaction on the basis of the card

Net Reimbursement - the total net amount of payments, discounts or incentives received by the issuer from the card payment scheme, Acceptor (Bank) or any other intermediary in connection with the card-based payment transactions or related activities;

Sensitive card data - (a) data stored on the magnetic strip of the card or on the chip (b) Card Verification Value - a number of three or four digits printed on the front or back of the card, used for conducting transactions on the Internet) (c) PIN / PIN block;

Personal Information - All information relating to an individual whose identity is determined or can be determined (Respondent);

PCI DSS Standard (Payment Card Industry Data Security Standard) – the security standard that requires banks, card companies, software manufacturers, equipment manufacturers, points of sale and anyone else involved in the process of issuing, accepting and authorizing cards to securely exchange, store and process data about the Cards and Cardholders in order to reduce the card misuse;

PIN - (Personal Identification Number) - a personal identification number issued by the Card Issuer to the Cardholder, by which the Cardholder confirms his or her identity and authorizes transactions that require the PIN;

Payment brand - a tangible or digital name, term, sign, symbol or their combination, indicating which card payment scheme is used to make card-based payment transactions;

Payment instrument - any personalized device and / or set of procedures agreed between the users of the payment services and payment service providers used to initiate the payment order;

Settlement - the function at the EFT POS terminal that is generally performed automatically, but the Trader is authorized, if necessary, to perform the manual settlement of transactions performed at the EFT POS terminal with the transactions in the authorization system of the transactions of the Card Processor of the Bank

Business entity - legal entity, sole trader, craftsman, other natural person who performs the economic activity for which it is registered by independent work;

Consumer - a natural person who, in payment services contracts, operates outside the field of commercial, business or professional activity;

Refund - Refund of the funds by Trader on paid transactions for business and / or other reasons (such as, but not limited to: the reasons arising from the verbal or written agreement on the purchase of goods and / or services between Trader and Customer / Cardholder);

Credit Card Payment Rules - All applicable VISA and MasterCard policies that apply to the Bank, Bank Card Processor and Trader; which will be performed within a certain period of time at the EFT POS terminal. This type of the transaction must be specifically agreed with the Bank;

Acceptor – the payment service provider who contracts with the Trader to accept and process payment transactions on the basis of the Cards whereby the funds will be transferred to the Trader in accordance with the terms agreed by the Trader with the Bank.

Point of sale - solely the address of the physical point of sale of the trader where the payment transaction was initiated. A trader may have one or more points of sale, however:

- a) In case that a trader does not have a permanent unit, the point of sale is the address for which the trader has a valid business license and through which the payment transaction is initiated
- b) In case that a trader does not have a permanent business unit or a valid business license, the point of sale is the correspondence address used to pay taxes relating to the trader's sales activity and through which the payment transaction is initiated

Working day - every day except Saturday, Sunday and holidays and holidays in the Republic of Croatia;

Complaint - any form of the complaint when (a) a Customer / Card Holder, (b) the Bank, (c) the Issuer disputes the card-made transaction;

Transaction - any transaction at the Trader's Point of Sale when the Customer / Card Holder uses the Card to purchase the Trader's goods or service at the Point of Sale;

Trader / Customer - Client of the Bank with whom the Bank has concluded the agreement;

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Regulation 2015/751 - REGULATION (EU) 2015/751 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 29 April 2015 on interbank fees for card-based payment transactions laying down the uniform technical and business requirements for the card-based payment transactions carried out within the Union when the payer's payment service provider and the payee's payment service provider are both located in the Union;

Visual Security Elements on the Cards - Visual security elements on the Cards serve to assist easier visual recognition if a card is a forgery;

Processing Manager - a natural or legal person, public authority, agency or other body that alone or jointly with others determines the purposes and means of processing the personal data; when the purposes and means of such processing are determined by the Union law or a Member State law, the processing manager or specific criteria for their designation may be provided for by the Union law or a Member State law. For the purposes of this document, the processing manager is the Bank;

Misuse and / or Fraud - any use of the Card / Cards contrary to the rules of the Bank, the Issuer and the Card Payment Schemes.

3. USE AND MAINTENANCE OF THE EFTPOS TERMINALS

1. The Bank shall submit to the Trader for use one or more EFT POS terminals, which the Trader will take over and allow the installation to the company with which the Bank has concluded the contract on outsourcing of POS terminals at the points of sale in accordance with the provisions of the Agreement and this Terms and Conditions.
2. Upon the successful installation of the EFT POS terminal, the Trader agrees to sign the work order, which will hand over to the authorized person of the company that made the installation on behalf of the Bank.
3. The Trader agrees to inform the Customers about accepting the Cards through the labels and stickers at the points of sale and by giving verbal notices. Traders who choose not to accept all cards or other payment instruments of the card payment scheme will clearly and unambiguously inform consumers at the same time when they will inform them of the acceptance of other cards and payment instruments of the said card payment scheme. This information will be prominently displayed at the entrance to the store and at the checkout counter. The transaction through the EFT POS terminal is carried out solely by the employee at the Point of Sale adhering to the following conditions:

a) When a point of sale employee conducts a card transaction in the presence of the Customer / Cardholder, he or she must ensure that:

- the card must not be damaged or visibly altered
- the card must not be a pure white plastic
- the card must include some of the safety visual elements such as:

- o a three-dimensional hologram with the logo or the name of the Card Payment Scheme
- o the transparent signature bar on the back of the Card bearing the name of the Card Payment Scheme
- o four digits that must match the initial digits of the Card number are written below the card number of most Credit Cards

- o the cards that do not have a chip on them should be analyzed in terms of visual safety elements with a special care;

- b) the presented Card must be valid on the date of payment;
- c) the acceptance of payment for goods and services from the registered activity. It is not allowed to collect claims that are not in connection with or are not a direct consequence of the sale of goods and services or a contract between the Trader and the Cardholder;
- d) the EFT POS terminal must authorize the transaction. If the Authorization is not granted, the Point of Sale is not allowed to display one transaction as two or more transactions by repeatedly swiping the Card through the EFT POS terminal to smaller amounts; The Point of Sale is never allowed to display one transaction as two or more transactions by repeatedly swiping the Card through the EFT POS terminal to a smaller amounts; the last four numbers of the cards must match the card numbers printed on the User Account (slip). The card number printed on the slip usually begins with a series of characters "*" (stars), and ends with the last four numbers of the card with which the transaction was carried out;
- e) the Cardholder must confirm the Transaction by entering the PIN (with the Cardholder being allowed to enter the PIN in confidence - a discretionary zone) or by signing in the User's account, depending on how the EFT POS terminal has requested the confirmation;
- f) the card must be signed by the Customer / Cardholder with the note that the signature must be in accordance with the signature on one of the Cardholder's identification documents (ID, passport and similar). The Trader, i.e. the Trader's employees who make payment from the Buyer / Cardholder, are obliged to perform the above checks during every card transaction at the EFT POS terminal.
 - 4. The Trader is obliged to properly operate with the EFT POS terminal in accordance with the instructions and provisions of this Terms and Conditions, with the attention of a good businessman, and is not allowed to carry out a repair or a technical maintenance of any part of the EFT POS terminal independently. After the termination or the termination of the Agreement, the Trader shall, upon the termination of use of the EFT POS service, return to the Bank the EFT POS terminal in a functional and proper condition.
 - 5. The Trader undertakes not to alienate, assign, lease or otherwise on any other grounds make available the EFT POS terminal to a third party. The Trader cannot exercise the right of retention or a lien at the EFT POS terminal.
 - 6. All damage due to failure or breakage of any part of the EFT POS terminal or the cost of a repair or a new, replacement EFT POS terminal, resulting from the improper use of the EFT POS terminal shall be borne by the Trader.
 - 7. The Trader shall bear the costs of unjustified calls for the intervention, damage caused by the intervention of persons not authorized by the Bank for maintenance and repairs, damages caused by power supply or telephone line, and damage caused by the use of damaged Cards.
 - 8. By delivering the EFT POS terminal, the Trader also assumes the risk and undertakes to bear all damage resulting from the burglary, theft, disappearance, intentional destruction or damage of the EFT POS terminal by a third party, as well as damage caused by fire, earthquake, flood or other force majeure. The Trader shall immediately notify the Bank of the event. The Bank shall charge the Trader by the amount stipulated by the Bank's Decision on the Compensation for the damage arising from the cases referred in this paragraph.
 - 9. The Trader is not entitled to access the software support of the EFT POS terminal.
 - 10. The EFT POS terminal (s) must not be opened by the Trader without the approval of the Bank, except in the case of functional maintenance of the EFT POS Terminal, which shall mean the following: the replacement of thermal paper rolls and cleaning of external parts, the costs of which are charged to the Trader.

11. If, when using the Card on the EFT POS terminal, the message appears that the Card should be retained, the Trader is obliged to warn the Cardholder that the Card should be retained and do so if such procedure does not pose a danger to the Trader or the Trader's employee. The Trader shall be obliged to deliver the retained Card to the Bank without delay.

4. TRADER'S OBLIGATION

1. The Trader agrees to undertake the following actions and procedures in accordance with the rules of the Bank, the Bank's Card Processor, the rules of the Card Payment Schemes and the positive regulations of the Republic of Croatia, and confirms and accepts the following obligations, duties and responsibilities.
2. It undertakes to make all necessary pre-requisites in order for the Bank to install the EFT POS terminal at the point of sale:
 - a) provide free space for the EFT POS terminal;
 - b) provide free space for the PIN Pad (an electronic device intended to enter the PIN of the Card User at the Point of Sale handled by the User and therefore must be accessible to the User), in the case of the use of a device with a PIN Pad;
provide appropriate installation (electricity supply, etc.) and communication connections (telephone (standard telephone lines), Internet and other necessary communication connections) to the location of the EFT POS terminal at the Point of sale and ensure the functioning of the respective installations and communication links for the operations of EFT POS terminals for the entire term of the Agreement. The Trader shall bear all obligations and risks to the telecommunication services provider (costs of telephone impulses arising from the use of EFT POS terminals, costs of mobile operators, etc.) as well as all costs related to the said installations and communication connections;
 - c) ensure the presence of sales staff during the training on proper handling of the EFT POS terminal by an authorized person of the Bank or by an authorized person from the company-external partner of the Bank who performs the installation and training for the work on the EFT POS terminals;
 - d) if the GPRS EFT POS terminal is given for use, the Trader is obliged to cover all costs of the mobile operator that will be incurred using the terminal. The Bank is not responsible for the costs and quality of services related to the mobile operator services.
3. The Trader agrees to accept the installation of the offered EFT POS terminal of the Bank. The installation service provider will agree the time of the installation with the Trader. If the installation service provider fails to perform the installation within the agreed period for the reasons on the Trader's side (the Trader refused the installation, there are no technical conditions for the installation, etc.), the Trader shall bear all the costs caused thus to the Bank.
4. The Trader agrees, in its own name and for its own account, comply with the rules of the Bank, the Bank's Card Processor, the rules of the Card Payment Schemes and the positive regulations of the Republic of Croatia, sell goods and / or provide services to the Cardholders for which the Trader have agreed with the Bank to accept, under the same conditions as with the cash

payments, even in the case of sales for promotional purposes or sales, while respecting the rights of the Customers and the contractual rights of the Bank.

5. The Trader agrees to manage the transactions and Cardholder information in accordance with the Bank's Card Processor Rules, Credit Card Payment Rules and the Bank's instructions and other applicable regulations, and establish and maintain the stored data protection according to the Bank's Card Processor Rules, Credit Card Payment Schemes, the Bank's instructions and other applicable regulations; that it shall not disclose or further distribute the information belonging to the Cardholders, that is, all Cards used with the Trader, that it shall not use the information in question for any purpose other than that agreed with the Bank in accordance with the rules of the Bank's Card Processor, the rules of the Card Payment Schemes and the Bank's instructions; the Trader is obliged to ensure that the Card Data in any other form is not stored / recorded with the Trader except in encrypted form.

The Trader also undertakes that under no circumstances the Trader will store the complete contents of the chip and / or magnetic strip of the Card or store the Card number, and if storing it, it shall immediately notify and explain to the Bank:

- the business requirement to store the card number
- prove that storing of the card number is done in accordance with the latest valid version of the PCI DSS standard that can always be downloaded at <https://www.pcisecuritystandards.org/> or can be obtained from the Bank at the request

and will not store the Card Verification Value / Code (CVV / CVC) data (defined as a unique control value encoded on the Cards signature bar to verify the Card information during the Authorization process).

6. The Trader shall act in accordance with the Bank's written instructions in situations where (a) the disputed transactions occur, in particular the reported misuses, complaints received, requests for the documentation / information by the issuing banks and made refunds or in cases when the Bank receives the report of its Card Processor or the Card Payment Schemes on violation of their policies.
7. The Trader must not on purpose conduct a transaction for which the Trader knows or must know to be illegal and will not require or use the Card Number for any purpose other than the sale of goods and / or services
8. The Trader confirms to be aware that the Bank's Card Processor or any of the Card's payment scheme may require the Bank to limit or cancel / terminate this Agreement in any way, and that the Bank's Card Processor or any of the Card's payment schemes may, with immediate effect, prohibit performance of the Transactions (in cases such as, but not limited to: fraudulent activities, cases that impair the reputation of the Bank's Card Processor or the reputation of the Card Payment Schemes).
9. The Trader is aware and agrees that if the monthly turnover through the EFT POS terminal is lower than the amount determined by the Remuneration Decision, the Bank is entitled to charge the Trader by the amount of the additional remuneration in accordance with the same Decision, which is calculated for each EFT POS terminal. If the Trader fails to pay the amount of the additional fee 3 (in letters: three) months in a row, the Trader is obliged, at the request of the Bank, to hand over the EFT POS terminal to the person who will uninstall the terminal on behalf of the Bank or return it to the Bank by the registered mail.
10. If the EFT POS Trader does not make any Transaction within a continuous period of 6 (in letters: six) months, the Bank will have the right to request the refund of the EFT POS terminal in question. The Trader is obliged to hand over the EFT POS terminal to the person who will

uninstall the terminal on behalf of the Bank or return it to the Bank by the registered mail at the request of the Bank.

11. As the Bank owns the EFT POS terminal, in case of the disappearance, destruction or damage of the EFT POS terminal by the Trader, the Trader will be obliged to pay to the Bank the compensation determined by the Bank's Remuneration Decision and other costs related to the EFT POS terminal. The Bank shall directly debit the Trader's transaction account or offset the mutual claims. If the Trader's account will not have sufficient funds to settle the fees in question and the claim is not offset, the Trader is obliged to pay the same to the Bank.
12. The Trader is obliged to properly keep and, within the time stipulated by law and in an adequate way, keep bookkeeping and accounting documents in connection with the sold goods and / or services, as well as the documentation on the delivery of such goods and / or services to the Buyer. The Trader also undertakes to deliver all such documents without delay to the Bank at its written request, not later than 3 (three) days from the date of the Bank's request, except if USKOK and similar would instruct a shorter deadline.
13. The Trader agrees that, at any time during the contractual relationship, the valid records of the exact number and locations of the points of sale at which the EFT POS terminals are installed are the records kept by the Bank. The Trader may at any time ask the Bank to print out the records of the exact number and locations of the points of sale with the installed EFT POS terminals.
14. The Trader agrees to seek the Bank's prior written consent for:
 - a) any change of Point of Sale
 - b) any change related to the type of activity and / or sale of the goods or services that the Trader wishes to further perform through the Point of Sale (which must always be consistent with the Trader's registered activity).
15. The Trader agrees to allow the Bank the unhindered access to the EFT POS terminal always at the Bank's request.
16. The Bank is not obliged to make payment to the Trader for the Transactions made on the EFT POS device, arising from the provision of the EFT POS service to the Trader in any of the following cases:
 - a) if the invoice on which the Transaction is based has not been issued;
 - b) if the signature on the User Account is forged or the User Account has been signed by an unauthorized person or the User Account has not been signed;
 - c) if the User Account is illegible or incomplete;
 - d) if two or more User Accounts have been issued for one Transaction;
 - e) if the cash payment has been made to the Cardholder;
 - f) if the Card validity expired;
 - g) if the User Account refers to the Card for which the Bank has forbidden the acceptance and has sent a notification of this to the Trader before the date of the Transaction;
 - h) if the last four digits of the Card number in the User Account received through the EFT POS terminal are not identical to those on the Card
 - i) if the Issuer refuses to pay the cost to the Bank because of a complaint or an objection to performed services or quality of goods;
 - j) if the requested documentation has not been submitted or has not been submitted within the stipulated time period by the Trader;
 - k) if the Bank has mistakenly approved the Trader for transactions made with another Trader;

- l) if the same amount was wrongly charged to the Cardholder two or more times;
 - m) if the Bank receives the report from its Card Processor and / or Card Payment Schemes about a breach of their rules by the Trader;
 - n) if the Bank fails to dispute the complaint of some of the Transactions at the Trader's EFT POS terminal in the complaint procedure with the Issuer either directly or through the Card Payment Schemes and is charged for this or has to pay the cost of Transactions and all related fees;
 - o) if the Trader does not fulfill any of its obligations under this General Terms and Conditions and / or Contract;
 - p) if it is established that there are disputed Transactions with the Trader (such as, but not limited to: Reported Complaints, Misuses, Refunds, Authorization Cancellations, etc.), the Bank is authorized to suspend the payment for an indefinite time and cancel any previously approved amount or settle all its obligations (including all statutory fees of the Bank, Card firms or statutory fees)
17. The Bank may offset claims that the Trader may have under this Agreement against the Bank by the amount the Bank claims from the Trader.
18. The Trader is obliged to provide to the Bank the written notice of any status changes (mergers, acquisitions, takeovers, changes related to the ownership structure, etc.), particularly changes of persons authorized to represent the Trader and notification of possible liquidity difficulties (threatening blockages of the account, possible initiation of the bankruptcy procedure, etc.).

5. BANK'S OBLIGATIONS

1. The Bank undertakes, in accordance with the rules of its Card Processor and the rules of the Card Payment Schemes, to take the following actions and carry out the following procedures:
 - a) ensure that the EFT POS terminal is connected to the MBNET, MasterCard and VISA network through the Card Processor
 - b) submit to the Trader the use of the EFT POS terminal(s) and provide access to the transaction authorization system;
 - c) ensure the staff training at the Point of Sale to operate with the EFT POS terminal and provide the Trader with the Operating Instructions of the EFT POS terminal;
 - d) provide all necessary assistance in terms of informing on the rules and methods of working with EFT POS terminals, in order that the Trader may, in compliance with all these instructions, operate in accordance with the law and requirements / regulations of the card payment schemes;
 - e) perform all other obligations in accordance with this Terms and Conditions.
2. The Bank is obliged, on behalf and for the account of the Cardholder, to make all payments to the Trader in the national currency arising from the use of the Cards at the Trader's EFT POS terminals that are made in the manner approved by the Bank and in accordance with the Rules of the Card Processor and the Rules of the Card Payment Schemes.
3. The costs of the regular maintenance of the EFT POS terminal shall be borne by the Bank. The Bank undertakes, at its own expense, to maintain the EFT POS terminal technically and programmatically in accordance with the provisions of the Agreement and the General Terms of Use of the EFT POS terminal. Technical and software maintenance means replacing any defective part or all of the EFT POS terminal, if the failure is not caused by the incorrect use of the EFT POS terminal, as well as

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upgrading the EFT POS terminal software. Incorrect use is considered any use of the EFT POS terminal that is contrary to the contents of the instructions of the Bank ie. the authorized person by the Bank.

4. The Bank separately agrees with each Trader the terms for the EFT POS service, which includes:
 - the amount of fees paid by the Merchant to the Bank for Transactions conducted at the Trader's EFT POS terminals
 - settlement periodicity of the transactions made at the Trader's EFT POS terminals.
5. The Bank shall provide the Trader with the delivery of materials and instructions for work at the Point of Sale on the day of the installation of the EFT POS terminal.
6. The Bank undertakes to provide the Trader with Transaction Information at least once a month. The Bank defines the format and the final layout of the reports through which it informs the Traders of the transactions.
7. For the transactions performed through the EFT POS terminal of the Trader, the Bank shall make at least the following analytical information available to the Trader:
 - a reference that allows the payee to identify a payment transaction based on the Cards. The reference to be provided to the Trader is a reference to the same Transaction in the Bank's systems. Using the Transaction reference, the Trader and the Bank can unambiguously for any purpose determine exactly what the Transaction is about
 - the amount of the payment transaction in the currency in which the payment was made in favor of the Trader's payment account
 - the amount of the Interbank Fee in the currency in which the Bank receives the said information from the Card Payment Schemes. The said amount will be shown by the Bank only for Transactions regulated by Regulation 2015/751, and if the information is available, it will complete this for all other Transactions
 - the amount of the compensation calculated to the Trader for each individual Transaction.

In addition to the aforementioned analytical data, the Bank will also include in the transaction reports the aggregated transaction data at the EFT POS terminals, with the aim of the Trader having a transparent overview of its business in terms of EFT POS acceptances. The data will be aggregated according to the data categories listed below:

- a) the name of the Trader
- b) the point of sale and the identification (ID) EFT POS terminal
- c) the accounting period of transactions
- d) the card type
- e) the category of cards, as defined by Regulation 2015/751 and additional categories according to the categorization determined by the Bank for Card transactions issued in regions not covered by the said Regulation druge kategorije podataka koje odredi Banka.
- f) other categories of data determined by the Bank.

The Bank will send the reports referred to in this item to the Trader electronically (by e-mail) to the address previously provided on the Application Form for the installation of the EFTPOS device.

6. PAYMENT IN INSTALLMENTS

The Trader may arrange the payment with the Bank in installments for Maestro, Mastercard or Visa cards in a way that the Trader requests to pay in installments on the Application Form for the installation of the

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EFT POS terminal. The Bank may provide the aforementioned service only for certain cards of legal entities with which the Bank has an Agreement on the use of MBPlus service. This installment payment service will be provided under the following conditions:

1. The Bank shall allow Card Users to make one-time delayed payment as well as payments in installment, with or without a payment delay.
2. The services referred to in the previous Item may be performed solely on the basis of the Debit Card of the MBCard / Maestro, Mastercard or Visa related to the card account of the Cardholder at the Bank or a transaction account at another bank.
3. The Trader undertakes, on the basis of the authority referred to in the preceding paragraph of this Terms and Conditions, to authorize its employees to realize the installment payment service using the EFT POS Terminal on behalf of and for the account of the Bank. The Trader shall be liable to the Bank for any damage that may occur by the actions of the Trader's authorized employees contrary to the Agreement and / or this Terms and Conditions and / or the instructions and / or documents referred to in this Terms and Conditions.
4. The contracting parties have agreed that the Trader will sell goods and services in installments from their business activity with the cards, under the following conditions:
 - When entering the Transaction, payment in installments through the EFT POS Terminal, the Trader is obliged to indicate the number of installments, the number of days of deferred payment and the total amount of the purchase. The purchase represents the amount for which the Buyer-Cardholder will be charged in as many monthly installments as specified in the Authorization Request.
 - The Bank will pay to the Trader the total amount of the Transactions for the sold goods and services by payments in installments in the national currency decreased by the amount of the fee specified in the Agreement for accepting cards through the EFT POS terminal within the deadlines specified in the Agreement in question.
5. If the Trader at EFT POS terminal does not receive the confirmation that the transaction is approved (Approval of the Issuer), the Trader is not authorized nor it may, in the name and on behalf of the Bank allow the User of the card, the service of the payment in installments, with or without deferred payments using the EFT POS Terminal. If the Trader acts contrary to the above, the Bank will bear no liability nor responsibility, and any damage caused by such treatment will be born solely by Trader.
6. When completing each payment installment transaction, with or without delay, using the EFT POS Terminal, the Cardholder is obliged to authorize the transaction. The Trader is obliged to ensure the implementation of the transaction and its authorization in accordance with the provisions of the Agreement and this Terms and Conditions.
7. The Trader shall be liable for damage resulting from acting contrary to the provisions of this Article, and the Bank shall not be obliged to do its obligations if the Trader fails to comply with its obligations.

7. SUPPORT TO THE USE OF THE EFTPOS TERMINALS

1. The Bank shall provide the Trader with the support regarding the EFT POS terminals installed at the Trader in the following stages:

- Installation / relocation of EFT POS terminals, training of Trader staff working with the Bank's EFT POS terminals
 - Troubleshoot technical issues at EFT POS terminals
 - Support in resolving financial claims arising from the EFT POS terminal business with the Trader
 - Support in the introduction / modification / cancellation of some of the services provided through the EFT POS terminals
2. All EFT POS terminals are remotely operated. The management is performed by the Card Processor or the maintenance service provider with whom the Bank has concluded the appropriate legal transaction, all in accordance with the agreements concluded with the Bank. The management involves changing the parameters of the terminal, updating the list of blocked cards, updating and changing the terminal application (if necessary), and periodically recording the status of the EFT POS terminal. The determination of the dynamics, as well as the periodic recording of the status of EFT POS terminals, is in the responsibility of the Bank. The Bank shall not be obliged to notify the Trader in advance of the above changes.
 3. If, during the periodic recording of the situation, malfunctions in the operation of EFT POS terminals are detected, the Bank shall proceed to eliminate them, irrespective of whether the malfunction was detected also by the Trader. The cost of troubleshooting the EFT POS terminal, as well as the cost of spare parts, is fully borne by the Bank.
 4. In case of failure or malfunctioning of the EFT POS terminal, the Trader shall report the problem by telephone to the telephone numbers provided by the Bank visibly displayed at each EFT POS terminal to remedy the failure or any other number subsequently notified by the Bank. If eliminating the malfunction cannot be done through the verbal communication, the Bank undertakes to remove the malfunction at the site in the shortest possible time.

8. COMPLAINTS

1. The Bank assumes no responsibility for the quality and delivery of goods and services purchased by the Card. The Cardholder will resolve with the Trader all complaints regarding goods and services. The complaints regarding conducted transactions at the Trader's EFT POS terminals may be received by the Bank directly from the Card Issuer or through the Card Companies. If the Bank fails to dispute the Cardholder's complaint during the complaint procedure and is charged for the same or has to pay the cost of the transactions and all related fees, and has previously already settled the disputed transaction with the Trader, the Trader will accept and agree that the Bank decreases future settlements of the transactions to the Trader by the said amount plus all related fees or charge the same amount to the debit of its transaction account without a specific order and a consent.
2. The Trader accepts and agrees that the Bank shall act the same also in case that the Trader has not previously settled the amount of the disputed transaction.
3. The deadline for complaints under this Terms and Conditions for individual transactions conducted at the EFT POS terminal is fifteen days, beginning from the moment when the Transaction Data is submitted to the Trader, in accordance with the provisions of this Terms and Conditions.
4. The Trader agrees that the Bank may collect all amounts due from the complaint by unilaterally debiting funds held in all Trader's accounts opened with the Bank, as well as activating the taken over insurance instruments.
5. In case of resolving requests or objections of the Client / Respondent to the processing of personal data and exercising the clients' rights related to the processing of personal data, the complaint procedure

and the deadlines set out in the General Data Protection Regulation and "Personal Data Protection" of this General Term and Conditions shall apply.

9. PERSONAL DATA PROTECTION

1. The Bank, as head of personal data processing, in terms of fulfilling the requirements to the lawfulness of the processing of personal data and other conditions laid down and stipulated by the Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of individuals with regard to the processing of personal data and free movement of such data, and repealing the Directive 95/46/EC (hereinafter referred to as the "General Regulation"), collects and processes the personal data of its Clients in accordance with the principles and legal bases of the General Regulation.
2. When collecting and processing the personal data of Clients, the Bank shall provide them with information from the General Regulation, depending on whether the data was obtained from the respondent or from a third party.
3. Information that the Bank may collect and process may include, for example, the following information:
 - Identification information (surname, first name, date of birth, gender, citizenship, residence address, OIB)
 - Identification document information (number and type of identification document, date of issue, expiration date, issuer of the document / place of issue of the document)
 - Financial identification information (transaction and deposit account numbers, loan numbers, credit and debit cards, secret codes (PINs, PANs, etc.)
 - Financial transactions (announced and executed payments, account balances, credit lines, deposits, guarantees)
 - Memberships in associations (memberships in trade unions, political parties, etc.) and similar
4. If the Bank collects and processes certain categories of personal data not provided in this Terms and Conditions, the Bank shall inform the Client about their collection and processing at the moment of their collection, through the document "Privacy Statement", which is adjusted for the collection and processing of personal data information for various purposes that are stated in the statements in question.
5. Clients can find privacy statements on the Bank's website at www.kentbank.hr, as well as in the branch of the Bank.
6. The Bank may also provide clients with additional information regarding the collection and processing of their personal information in relation to the specificity of a particular credit product, whether verbally or in some other way.
7. The Bank collects and processes the respondents' personal data required to fulfill the purpose for which they were collected and they are collected on the basis of one of the legal bases specified in the General Regulation, or if processing is necessary, for the performance of the contract in which the respondent is a party, if processing is necessary for taking action at the request of the client prior to the conclusion of the contract, if processing is necessary for the legitimate interests of the Bank or to comply with the Bank's legal obligations.
8. This includes the Bank's right to use, collect, store, organize, duplicate, record and access personal information for the purpose of the regular business of the Bank and the member of the group to which the Bank belongs in a third country.
9. The Bank may forward personal data to third parties such as:

- processing managers and joint managers who are registered to perform processing activities for the purpose of processing and who meet the appropriate level of protection of personal data
- authorized bodies and employees of the Bank, as well as a member of the group to which the Bank belongs in a third country, for the purpose of conducting regular business of the Bank in accordance with the law and / or internal rules and procedures of the Bank.

10. Furthermore, the Bank may collect personal data on the total amount, type and timely settlement of obligations incurred on any legal basis, and submit them to authorized law firms or other advisors, government institutions and other public bodies, during the term of a specific contractual relationship, as well as for the purpose of any subsequent proceedings and actions regarding the failure to fulfill or the improper fulfillment of the contractual obligations arising from this contractual relationship.

11. The Bank will process Client's personal information only for the fulfillment of the purpose for which they were collected, such as:

- a. the assessment of the existence of the risk of money laundering and terrorist financing
- b. the submission of information to competent institutions, executors and / or processing managers for the purpose of fulfillment of the Bank's legal and contractual obligations
- c. the submission of data to the authorized bodies of the Bank, employees and members of the group in a third country in the form of reports at various time intervals which the Bank must submit in accordance with the law and / or internal rules and procedures of the Bank
- d. for direct marketing purposes during and after the expiry of the business relationship

12. If the processing of personal data is based on a consent as the legal basis for processing, the Client may withdraw it at any time, but the withdrawal of the consent will not affect the legality of processing that was based on the consent before it was withdrawn.

13. The Bank shall keep the Client's personal data for as long as the relevant legal regulation stipulates this that relates to certain processing of personal data, that is, to the extent permitted by the respondent in its consent.

14. The following rights shall be granted to the Client during the contractual relationship:

- a. the right to be informed
- b. the right of access
- c. the right to correct any personal information that is incorrect or incomplete
- d. the right to delete personal data
- e. the right to restrict the processing of personal data
- f. the right to transfer the data to the respondent and / or other processing manager
- g. the right to object to processing personal data including the objection to making solely automated decisions as well as the objection to processing data for direct marketing purposes.

15. The Client may exercise the said rights at any time on the form of the Bank or in a free form and submit it to the Bank in one of the following ways:

- a. By post mail to KentBank d.d. Gunduliceva 1, 10 000 Zagreb
- b. By email to szop@kentbank.hr
- c. by fax to +385 75 802 604
- d. in person in a branch of the Bank

16. The Bank undertakes to keep all information it has learned about the Client confidential in accordance with the legal requirements.

10. CANCELLATION / TERMINATION OF THE AGREEMENT

1. The Bank is authorized to cancel / terminate the Contract by written notice to the Trader with the immediate effect (without a notice period) in the following cases:
 - a) if the Trader does not comply with or refuses to comply with any contractual obligation under the Agreement and particularly if it does not comply with and does not act in accordance with the instructions of the Bank under this Terms and Conditions
 - b) in case of doubt and / or evidence that the Trader and / or his employee is involved in activities of a misuse, the Bank reserves the right to settle any outstanding obligation to the Contracting partner only after determining the amount of the damage, in the amount decreased by the damage incurred / determined.
 - c) in case of a suspicion and / or evidence that the Trader and / or an employee is involved in activities of a misuse and / or that the sale of goods and / or services of illegal and / or inappropriate content is done through the Trader's Point of sale
 - d) if the information provided in the Application Form for the installation of the EFT POS terminal and / or the Contract is found to be incorrect
 - e) if the Trader fails to timely fulfils obligations under the Agreement
 - f) in the event of a rise and / or reporting by the Card Payment Schemes of the disputed transactions, particularly the reported misuses, received complaints, requests for the documentation / information by the Issuer Banks and made refunds
 - g) if the Trader refuses in any way to assist the Bank and / or participate in the investigation conducted by the Bank in cases such as, but not limited to: cases of reported misuses, complaints, refunds
 - h) in the event or circumstance which (individually or in interaction with a previous event or circumstance) constitutes a negative change in human resources, performance of the activity, property, financial or trading position of the Trader of such magnitude that can be expected (by reasonable judgment of the Bank) that the Trader will not be able to fulfill the obligations under the Agreement
 - i) where, at the reasonable judgement of the Bank, no conditions exist and / or it is impossible to secure the conditions for the fulfillment of the purpose of the Agreement
 - j) The Trader sells illegal goods and / or services or engages in illegal activities in any way if the Card Processor of the Bank and / or any of the Card's payment schemes requires the Bank to terminate the Agreement
2. If there is a suspicion of the Bank in a misuse of the cards and any unlawful action by the Trader to the detriment of the Bank, the Cardholder or some third party, the Bank may at any time and without prior notification and consent of the Trader temporarily or permanently prevent the Trader from using the service of the acceptance of the cards at EFT POS terminals.
3. Despite the termination and / or cancellation of the Agreement, the Bank is authorized to withhold all payments to the Trader from the amount of retained funds for all payments made on the grounds such as, but not limited to: received or reported misuses, complaints, returns.
4. Regardless of the cancellation and / or termination of the Agreement, the Trader is liable to the Bank and third parties for all damage incurred upon the executed transaction.
5. In the event of the termination of the Agreement for any reason, the Trader is obliged to remove characteristics of belonging to the Card Processor, Visa and / or MasterCard.

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11. ENTERING INTO FORCE AND APPLICATION

1. This Terms and Conditions, as an integral part of the Agreement, bind the Trader by signing the Agreement. The Bank reserves the right to amend the General Terms and Conditions. By way of derogation from the previous provision, for Traders who have already entered into the Agreement with the Bank on the effective date of this Terms and Conditions, this Terms and Conditions:
 - a) oblige the Trader from the date of its entry into force
 - b) the provisions of this Terms and Conditions replace the specific contractual provisions and agreements from the previously concluded Agreements, unless the Trader terminates or cancels the Agreement and it is deemed that the Trader have agreed to this Terms and Conditions and its application to the existing contractual relationship with the Bank if, by the date of its entry into force the Trader does not inform the Bank that it does not accept them and is deemed to have accepted them in this respect.

2. This Terms and Conditions are available to the Trader in writing at the Business Relationship manager responsible for the Business Relationship and on the Bank's website: <https://www.Kentbank.hr>.
3. All amendments to this Terms and Conditions will be made available to the Trader by the Bank in the same way as determined in the previous paragraph.
4. This Terms and Conditions will be applicable together with
 - Decision on fees for business entities and residential buildings
 - Decision on interest rates for business entities and residential buildings
 - Instructions for the use of the POS terminal

and form an integral part of the General Terms and Conditions. The Trader also accepts other general terms and conditions of the Bank that might have an impact to the business relationship.

This General Terms and Conditions shall enter into force on 1 January 2023. The General Terms and Conditions of 25 March 2022 shall cease to apply with the entry into force of this Terms and Conditions on 1 January 2023.