



**General Terms and Conditions of KentBank d.d.  
for the use of  
Business Entities Packages**

<b>Kent Bank</b>	<b>General terms and conditions for the use of business entities packages</b>	Version: <b>7.0</b>
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## 1 General provisions

The Issuer of the General Terms and Conditions of KentBank for the use of packages of business entities (hereinafter: Terms and conditions) is KentBank d.d., Gundulićeva ulica 1, 10000 Zagreb, Croatia, OIB: 73656725926, BIC (SWIFT): KENBHR22, [www.kentbank.hr](http://www.kentbank.hr) (hereinafter: the Bank).

The Bank is listed on the list of the banks for which the Croatian National Bank has granted the approval for providing banking services and the list is published on the website of the Croatian National Bank.

The Terms and Conditions shall determine the mutual rights and obligations between the Bank and the User of the Package.

Business packages are the service packages that provide the Owner of the transaction account with the Bank with the benefits in the use of certain banking services, the option of using certain non-banking services and the use of premium services, depending on the type of the contracted Package.

The Terms and Conditions are available on the Bank's website [www.kentbank.hr](http://www.kentbank.hr).

## 2 Meaning of certain terms

### **BANK** –

KENTBANK d.d. Zagreb, Gundulićeva ulica 1, Zagreb, Republic of Croatia

Registered with the Commercial Court in Zagreb, MBS: 080129579, OIB: 73656725926

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Email: [kentbank@kentbank.hr](mailto:kentbank@kentbank.hr)

Website: [www.kentbank.hr](http://www.kentbank.hr)

SWIFT: KENBHR22

IBAN: HR5741240031011111116

The Bank operates on the basis of the operating license issued by the Croatian National Bank (hereinafter: the CNB), which is the competent body for supervising the Bank's operations.

**GENERAL TERMS AND CONDITIONS** - General Terms and Conditions of KentBank d.d. for the use of packages of business entities.

**BUSINESS PACKAGES** (hereinafter: Package and / or Packages) - packages of services that provide the Owner of the transaction account open with the Bank with the benefits in the use of certain banking services, the option of using certain non-banking services and the use of premium services, depending on the type of the contracted Business Package for an indefinite period of time, in accordance with the Framework Agreement.

**BUSINESS ENTITY** - any legal or natural person operating within the scope of their economic activity or self-employment and other non-consumers who may have the status of a resident or a non resident.

**USER OF THE PACKAGE/USER** - business entity, transaction account owner classified in accordance with the Bank's internal acts as a small, medium or large enterprise who submitted the request to the Bank for contracting a particular Package. Depending on the classification of the transaction account owner as a small, medium or large enterprise, the User of the Package may use certain types of Packages within the offer of the Bank. In terms of this document, the User of the package represents the Client of the Bank.

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**CLIENT** – within the meaning of this document, the Client is the business entity in the contractual relationship with the Bank based on which they use the services of the Bank.

**TRANSACTION ACCOUNT** - a transaction account of the business entity of the User of the Package opened and maintained for the User by the Bank for the purpose of providing payment transaction services and other purposes related to performing the banking services and the account connected with the Package.

**FRAMEWORK AGREEMENT** shall mean:

- These General Terms and Conditions together with the submitted Request for contracting the package (which is also considered the Package Agreement),
- Questionnaire and request for opening the transaction account for business entities or another form introduced by the Bank, which corresponds in the content and the form to the Request for opening the transaction account,
- the Agreement on opening and maintenance of the transaction account and performing payment and other services
- General Terms and Conditions of KentBank d.d. on transaction accounts and performing payment and other services for business entities
- Special agreement on other payment and/or other services of the Bank if such is concluded together with the corresponding special General Terms and Conditions (for example, the agreement regulating operations with Internet services, the agreement on credit card operations...)
- Decision on fees for business entities and residential buildings
- Decision on interest rates for business entities and residential buildings
- Time of receipt and execution of the payment order

**REQUEST (OR APPLICATION FORM)** - a written document/form, entitled: Business Package Request (Request for contracting the business package) which validly signed and when accepted by the Bank, represents the package use agreement and the access to the General Terms and Conditions containing the data about the User of the Package and establishing this binding relationship.

**RESPONDENT**- an individual whose identity can be identified; a person who can be identified directly or indirectly, particularly with the help of identifiers such as name, identification number, location data, network identifier or with the help of one or more factors inherent for a physical, physiological, genetic, mental, economic, cultural or social identity of that individual.

**PERSONAL DATA** - all data relating to an individual whose identity has been determined or can be determined (Respondent).

**PROCESSING CONTROLLER** - a natural or legal person, a public authority body, agency or other body that alone or jointly with others determines the purposes and means of processing personal data; where the purposes and means of such processing are determined by the Union law or the law of a Member State, the processing controller or the specific criteria for their nomination may be provided for by the law of the Union or a Member State. Within the meaning of this document, the processing controller is the Bank.

**ON - LINE BANKING** - a set of Bank services consisting of internet banking services (e-Kent) and mobile banking services (m-Kent)

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**Charge business credit card** - the card with deferred payment issued to the Client at the Client's request. All costs incurred by its use and debiting during the accounting period are entirely due for the collection once a month on a specific due date, with the accounting period of one month.

**Revolving business credit card** - issued to the Client at the Client's request. The Client pays off the total amount of expenses once a month in the agreed percentage; in the minimum repayment amount on a specific due date, with the accounting period of one month.

### 3 Opening and Usage of the Package

The package may be contracted by the business entity that is the owner of the transaction account opened with the Bank or opened when contracting packages (hereinafter: Client/User) by submitting the completed and signed Request/Application by the business entity representative for contracting Packages in a Branch / Business Centre of the Bank or by other distributive channel which the Bank may use for contracting services (eg. the Bank's website, online services and other, determined by the Bank to represent the distribution channel for a particular product or service). The applicant allows the Bank to check all data listed in the Application Form and collect any necessary additional information about the applicant. The package is contracted for an indefinite time.

The Bank and the Client shall enter into a separate agreement for every banking service included in the offer of a particular type of the Package.

The Client will give the consent for contracting a non-banking service contained in certain types of the Package by signing the appropriate statement of consent in the Request/Application Form, or in other appropriate way in case the agreement is concluded through other distribution channels, or by accepting the amended General Terms and Conditions if the content of the contracted package is changed by the amended terms and conditions in relation to non-banking services.

The option of using non-banking services (convenience) within the Package will change depending on the conclusion of separate agreements on the use of additional non-banking services between the Bank and a third party and depending on the conclusion, change and termination of the agreements on non-banking services and conveniences between the Bank and a third party whereby the Bank will strive to maintain the standard of scope and quality of these conveniences.

The User of the Package has no right to request from the Bank the provision of non-banking services or the provision of non-banking conveniences, nor demand the damage compensation from the Bank for the non-provision of non-banking services or the refusal to provide non-banking conveniences by third parties. The Bank shall not be responsible in case that a third party denies the User of the Package a non-banking service or a convenience, nor is responsible for the quality of non-banking services or conveniences contracted on the basis of the agreement with the Bank.

The User of the Package shall resolve any complaints regarding non-banking services or conveniences with a third party - a non-banking service provider.

The Bank may one - sidedly introduce the new and change or revoke the existing non-banking services and conveniences within the Package for the purpose of improving the quality of services and conveniences or the changes in the business market conditions in the financial markets. The Bank's notice to the User of the Package is relevant for the occurrence and the termination of the right to use the conveniences. The Bank shall publish the Notice on its official website [www.kentbank.hr](http://www.kentbank.hr) and may do this

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in some other convenient way, no later than 8 (eight) days prior to the beginning of its application. The Bank may consider in good faith that the Client agrees to such change if the Client does not declare the cancellation of the continued use of the agreed Package within the left deadline prior to the beginning of its application.

The right to use the non-banking services/conveniences will be acquired by the User of the Package in accordance with the terms of the special agreements on the use of additional non-banking services between the Bank and a third party about which the User of the Package will be informed prior to contracting the non-banking service itself through the Package offer available on the Bank's website [www.kentbank.hr](http://www.kentbank.hr) and in the branches of the Bank.

The Client will acquire the right to use other services of the Package by contracting the appropriate Package.

The Bank may, without special explanation, refuse the Client to contract the appropriate Package, in which case it shall not bear any responsibility for any damage that the Client may suffer as a result.

## **4 Content of the Package**

The client who is, in accordance with the Bank's internal documents, classified as a small or medium-sized enterprise may contract one of the 3 (three) offered Business Packages:

- Green
- Gold
- Black

The client who is, in accordance with the Bank's internal documents, classified as a large enterprise may only contract

- Black

Business Package

Depending on the type of the contracted package, all Business packages include the following services:

### *Banking services:*

- opening of a determined number of transaction accounts
- the maintenance of a determined number of transaction accounts
- a determined number of applications/licenses to e-Kent service free of charge
- the use and maintenance of a determined number of e-Kent service licenses
- the use and maintenance of a determined number of m-Kent service licenses
- a lower fee in a determined percentage for national orders in the national currency in an electronic form (intrabank payment order) except for the orders marked urgent
- a lower fee in a determined percentage for national and cross border orders in the national currency in an electronic form (interbank payment order) except for the orders marked urgent
- a certain number of BON 2 per year free of charge
- the issuance of the card to the User free of charge (Visa Classic business debit cards)
- the User registration fee free of charge (Visa Classic business credit card for business entities)

### *Premium service:*

- the use of VIP premises of Kent Club in the Bank with a prior notice, depending on the type of the contracted package

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In addition to the above-mentioned banking services, the business package Black also includes the following services:

- *Banking services:*
  - o Monthly membership fee free of charge (Charge/Revolving Business Credit Card for business entities)
- *Non-banking service:* the use of Quintessentially concierge services

The User acquires the right to use a non-banking service/conveniences of the Quintessentially concierge service (called Kent Club Concierge), within 5 (five) working days after the Bank delivers an order to activate the Quintessentially membership to the Quintessentially (UK) Limited as provider of the service. The right to use the Quintessentially membership benefits is granted to only one legal representative of the User of the Package or only one natural person determined by the legal representative of the User of the Package (hereinafter: End User) who has been identified and registered in the system of the Bank. The End User will be contacted by the service provider within the specified period of 5 (five) business days by which the described service/Quintessentially membership will be activated and the End User will acquire the right to use the Quintessentially membership services in accordance with the General Terms and Conditions of the service provider published on the website of the service provider [www.quintessentially.com](http://www.quintessentially.com). By accepting the General Terms and Conditions, the Client - the user of the Package that contains the said non-banking Quintessentially concierge service and who has contracted the same service, accepts the General Terms and Conditions of the service provider called Quintessentially Lifestyle ("Quintessentially") Terms and Conditions of Membership ("Conditions") available on the website of the service provider [www.quintessentially.com](http://www.quintessentially.com) and gives consent to the Bank to deliver the above order to the Quintessentially (UK) Limited and forward to Quintessentially (UK) Limited the personal data of the End User to the extent necessary for the realization of the rights and benefits arising from the membership in Quintessentially, that is, the basic identification data (name and surname, address of residence and/or domicile) and contact information (email, phone number).

The User of the Package is obliged to acquaint the End User with the provisions of the General Terms and Conditions and obtain necessary consents from the End User to deliver the specified personal data of the End User to Quintessentially (UK) Limited. The End User is deemed to have accepted these General Terms and Conditions by activating the Quintessentially membership as described above.

All the necessary information on the use of Quintessentially membership services is available on the website of the service provider [www.quintessentially.com](http://www.quintessentially.com) and/or in the Quintessentially KentBank brochure. The right to use the Quintessentially Concierge Service (called Kent Club Concierge) will be terminated after the expiration of 12 (twelve) months from the day of the activation of the Quintessentially membership or earlier in case of modification or termination of the agreement between the Bank and the Quintessentially Concierge Service provider by the service provider. The Bank is obliged to inform the User of the Package in the agreed manner and without delay about the termination of the right to use the benefits of the Quintessentially concierge service no later than within 15 (fifteen) days from the termination of the right to use and offer the User of the Package the change of the agreed Package and/or contracting the new Package.

A detailed description of the content and the scope of all services of a particular Business Package is available on the Bank's website [www.kentbank.hr](http://www.kentbank.hr) and in branches of the Bank.

## **5 Changes under the contracted Package initiated by the User of the Package**

The User of the Package may request the change of the contracted type of the Package by submitting to the Bank the completed and signed Business Package Change and Cancellation Request Form.

The change of the type of the Package will be charged in accordance with the Decision on fees for business entities and residential buildings. The one-time fee for opening the package shall not be calculated by transition to some other package.

The change of the Package will take effect on the first day of the following month, until the conditions from the previously agreed Package are valid.

The Request for the change under the contracted Package will be submitted by the User's representative of the Package personally in a Branch/Business Centre of the Bank.

## **6 Closing of the Package**

The Bank will close the Package upon the receipt of the completed and signed Business Package Change and Cancellation Request Form by the User's representative of the Package. If the Package is closed at the User's request, it can be closed at any time, but not later than within one month from the day of the submission of the Request, whereby the User of the Package in the month of closing the Package pays a fee to the Bank for the use of individual services for that month in accordance with the Decision on fees for business entities and residential buildings as described in Item 7 of these General Terms and Conditions - Fees.

The fee for closing the package is not collected.

Prior to closing of the Package, the User is obliged to pay to the Bank all calculated fees and costs, unless otherwise determined in specific cases.

If the User closes the transaction account concluded together with the Package Agreement, the Bank shall terminate the Package Agreement without the notice period.

The Bank may cancel or change the offer of certain products within the Package, whereby it shall still charge the User the full price of the Package in accordance with the Decision on Fees for Business Entities and Residential Buildings until closing of the Package at the request of the User or the cancellation of the Package by the Bank. The Bank will publish the notice of the said change on its website.

The Bank may also one - sidedly terminate the Package to the User at any moment without giving reasons and at the Bank's own assessment with the notice period of 15 (fifteen) days.

The Bank may temporarily deny the right to use the Package or terminate the contractual relationship with the User of the Package without the notice period in the following cases:

- If the User of the Package does not adhere to the provisions of this Terms and Conditions and the rules as well as to the General Terms and Conditions or other documents of the Bank for every particular product or a service used within the Package and/or
- If the User of the Package does not carry out or is late with the payment of any financial obligation under any business relationship with the Bank and/or



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- If there are circumstances or if threatened by other circumstances for which the Bank may reasonably assume that they may have a negative impact on the ability of the User of the Package to regularly perform their obligations under the Package.

The day of the delivery of the notice letter is the day of its sending to the valid address of the User of the Package entered in the court register.

The right to use the Package shall cease with the termination of the validity of the Framework Agreement, provided that the Bank may cancel the Framework Agreement in the manner and under the conditions as regulated in detail in the General Terms and Conditions of KentBank d.d. on transaction accounts and performing payment and other services for business entities.

After the termination of the use of the Package, the right to use the conveniences in the use of banking services shall end as well as the right to use the Premium and non-banking services. The termination of the use of the Package will not affect the right to use all contracted services and accounts in accordance with the agreements under which they are agreed and the relevant Terms and Conditions, and the fee for using each particular service will be charged in accordance with the Decision on fees for business entities and residential buildings.

The contracted relationship for the use of the Package will be terminated by closing of the Package.

## **7 Fees**

The fee amount depends on the type of the contracted Package. The User pays a single monthly fee for the use of the Package that depends on the type of the contracted Package and is determined by the Decision on fees for business entities and residential buildings.

The Decision on fees for business entities and residential buildings is available on the website [www.kentbank.hr](http://www.kentbank.hr) and in the branches of the Bank.

Regardless of the fact whether the User of the Package uses all or only certain products and services or the benefits within the Package, the User will always be charged a single monthly fee for using the appropriate Package.

The Client who uses the Package does not pay certain individual fees for the services contained in a particular type of the Package or those services are more favorable for the client. The exclusion from fees or the decrease is written in each Package, for every individual service that is not charged/or charged less. The use of services not included in the Packages and/or if the use of certain services exceeds the scope determined within each individual Package in the calculation period, will be charged to the User of the Package in accordance with the fees determined in the Decision on Fees for Business Entities and Residential Buildings.

The fee for contracting the Package is collected on a one time basis immediately upon contracting the Package.

The Fee for the use of the Package is calculated and paid monthly and the User of the Package authorizes the Bank to collect the monthly fee for the use of the Package from the funds in their transaction account on the last day of the current month without the User's further consent. If the User of the Package submits the request for closing the Package, the User will be charged and collected the fee for using individual

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services for that month in accordance with the Decision on fees for business entities and residential buildings.

## **8 Peaceful Settlement of Disputes**

The User of the Package may file the complaint to the Bank connected with the payment service.

The complaints related to the provided banking and premium services are submitted in person and by postmail to the address of the Bank: KentBank d.d. Zagreb, Gundulićeva ulica 1, 10000 Zagreb or by e-mail at [prigovori@kentbank.hr](mailto:prigovori@kentbank.hr).

The User of the Package will submit the complaints related to the provision of non-banking services from the Package directly to the provider of a specific service.

Documents and data that indicate the reason for the complaint should be attached to the complaint. The Bank shall make response by applying the method of filing complaints within the legally prescribed deadline, if determined, and in other cases, within 15 (fifteen) days from the day of receiving the complaint.

If the User does not agree with the Bank's response to the complaint, the User has the right to file the complaint to the Croatian National Bank, Odjel za poslove s klijentima (Customers' Affairs Unit), Trg hrvatskih velikana 3, 10000 Zagreb.

The law of the Republic of Croatia shall apply to relations, mutual rights and obligations between the User and the Bank. The User and the Bank shall resolve any disputes arising from these Terms and Conditions by mutual agreement. The jurisdiction of the court *ratione materiae* where the seat of the Bank falls within is determined for resolving any possible disputes.

Any possible disputes shall be governed by the Croatian law.

If this is about resolving the Client/Respondent's requests or complaints on processing personal data and realizing the customers' rights related to processing personal data, the procedure on complaints and the deadlines from the General Data Protection Regulation and the 'Personal Data Protection' under these Terms and Conditions shall be applied.

## **9 Banking Secrecy and Personal Data Protection**

Information on the Bank's clients, the client's legal representatives and other persons authorized to represent the Bank's client as well as the facts and circumstances learned by the Bank on the basis of providing services to clients and in transactions with individual clients, are considered banking secrecy and the Bank may reveal them only in cases stipulated by law. Information on the rights and obligations of the Bank, related to the collection of and processing personal data, the purposes and legal bases of processing and information on the rights and obligations of the Users of the Package and other persons whose personal data are processed, on security measures and the protection of personal data being processed, as well as any other information that the Bank, as the processing controller, is obliged to provide to the User of the Package can be found in Item 11 of the General Terms and Conditions of KentBank d.d. on transaction accounts and provision of payment and other services for business entities and in the Privacy Statement on contracting and maintaining a transaction account, available on the Bank's website [www.kentbank.hr](http://www.kentbank.hr) and in the branches of the Bank.

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By accepting the Terms and Conditions and/or submitting the completed and signed Request Form for contracting the package, the User of the Package, their legal representative and/or other person authorized to represent the User of the Package confirms to have received from the Bank all mentioned information through the General Terms and Conditions of Kentbank d.d. for transaction accounts and performance of payment and other services for business entities and the Privacy Statement for contracting and maintaining a transaction account. This Item of the General Terms and Conditions also refers and applies to proxies and all other natural persons whose data is processed and collected by the Bank in connection with contracting and performing services from the Package.

## 10 Other provisions

For the risky products to be approved and issued (such as overdrafts in the transaction account, loans, guarantees or credit cards), the User of the Package must meet the terms and conditions for each particular product or a service in accordance with the General terms and conditions for that product or the service, regardless of the package usage.

The Bank may also approve the additional deals and discounts to the User of the Package within the framework of the existing package and without previously informing the User.

By signing the Business Package Request Form, the User of the Package accepts this General Terms and Conditions and declares that they are aware of and accept the General terms and conditions of Kentbank d.d. on transaction accounts and payment services of business entities, the Decision on fees for business entities and residential buildings, the Decision on interest rates for business entities, General terms and conditions of KentBank d.d. on Visa Classic Business Credit Card and Mastercard Business Credit Card for business entities, General Terms and Conditions on Debit Cards for Business Entities, General terms and conditions of KentBank d.d. in credit and deposit operations with business entities, General terms and conditions for the use of internet services for business entities, Daily limits on cash withdrawals and payment at the points of sale labeled with a Visa or Mastercard card company (depending on the type of the card used by the Client), Time of receipt and execution of payment orders.

The Bank reserves the right to make amendments to these Terms and Conditions and shall inform the User of the Package about the changes made 15 days prior to their application. The Terms and Conditions and their amendments are available to all Users of the Package under the same conditions on the Bank's website [www.kentbank.hr](http://www.kentbank.hr).

The Bank may also make them available in some other convenient way. The User of the Package who does not agree to the amended provisions of the Terms and Conditions and the rules is obliged to inform the Bank of this in writing.

The Bank undertakes to keep all the information that it found out in relation to the User of the Package confidential in accordance with the legal regulations.

The User of the Package is obliged to immediately inform the Bank of any change of the address or other information that may affect the use of the Package.

In case that the Bank is not informed about the change of the address, the written delivery to the User's valid address entered in the court register or the User's most recent address known to the Bank shall be considered valid.

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The General Terms and Conditions of KentBank d.d. on the use of business entities packages of 1 January 2023 shall cease to apply on the day of entering into force of this General Terms and Conditions.

This General Terms and Conditions shall enter into force on 1 March 2024.