



General Terms and Conditions
on
Business Debit Card for Business Entities

2024

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1. INTRODUCTORY PROVISIONS

General Terms and Conditions of KentBank d.d. on Business Debit Cards for Business Entities (hereinafter: Terms and Conditions) regulate the rights and obligations of the Client and the User of the Card in the use of the Card and the rights and obligations of KentBank d.d. (hereinafter: the Bank) in providing the Card related services. All persons listed in the Application/Request Form declare with their signature that they have read the Terms and Conditions, agree to their application and accept all the rights and obligations arising thereof.

The Terms and Conditions apply together with the Terms and Conditions of KentBank d.d. on transaction accounts and performing payment and other services for business entities, General Terms and Conditions on credit and deposit operations with business entities, Decision on fees for business entities and residential buildings, Decision on interest rates for business entities and residential buildings and the document „Time of Receipt and Execution of Payment Orders“. As for the mentioned General Terms and Conditions, these Terms and Conditions are considered special general terms and conditions and in case of mutual disagreement, they have a priority in the application.

Positive legal and sublegal regulations of the Republic of Croatia shall apply in the part that is not regulated by these Terms and Conditions and the acts of the Bank.

2. DEFINITION OF TERMS

Within the meaning of this Terms and Conditions, certain terms have the following meaning:

Bank - KentBank d.d. Zagreb, Gundulićeva ulica 1, Zagreb, Republic of Croatia

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

Tel: 0800 0006

E-mail: kentbank@kentbank.hr

Internet page: www.kentbank.hr

SWIFT: KENBHR22

IBAN: HR5741240031011111116

The list of Branches of the Bank together with the contact addresses can be found on the Internet page of the Bank.

The Bank operates on the basis of the operating license issued by the Croatian National Bank (hereinafter: the CNB), the supervisory body for the supervision of the operations of the Bank. The Bank is the owner and the issuer of the card.

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ATM - an electronic device that primarily allows the automatic disbursement and/or payment of cash from the account as well as other services provided by the Bank with the use of this device with or without the PIN authorization (e.g. checking the balance, purchase of mobile operator vouchers, etc.)

Biometric authentication - the authentication implemented by the Bank as specified in these General Terms and Conditions when accessing the mobile token by the User, based on the use of two mutually independent elements, one of which is the property of the User (eg. a fingerprint or face recognition) while the other element represents the authentication and authorization means assigned by the Bank to the User (eg. m-Token). "Touch ID" is a biometric authentication method using a fingerprint that the User has stored in a mobile device used to access the mobile token. Face recognition authentication is the method of biometric authentication that is based on the face recognition with the biometric characteristics stored by the User in the mobile device used to access the mobile token.

Daily limit - a total daily permitted amount that the Card User may use for raising cash and paying for goods and services; the allowed spending amount or the limit within one accounting period, all within the available funds in the Client's transaction account.

EFT-POS terminal (Electronic Fund Transfer/Point of Sale) - an electronic device at the point of sale through which the payment transactions are carried out by using the credit card, paying goods or services and withdrawing cash.

Internet sales point - the sales point that allows selling goods and/or services on the internet that accepts the card as non-cash means of payment.

Respondent 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 that are inherent in physical, physiological, genetic, mental, economic, cultural or social identity of that individual. For the purpose of this document, the Respondent is the Client of the Bank.

Account statement - means a written notification to the Client on the balance and transactions in the transaction account delivered by the Bank in the manner agreed between the Client and the Bank.

Debit Card or Card - Visa Classic Business Debit Card and Maestro Business Debit Card, a personalized payment instrument issued by the Bank to the applicant which allows the payment of goods and services at the points of sale as well as cash withdrawals at the ATMs bearing the card acceptance label.

Client - Business Entity/Applicant who has concluded the Transaction Account Agreement with the Bank on opening and maintenance of the transaction account and performing payment and other services. The Client submits the request for the issuance of the Business Debit Card.

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Card User - a natural person authorized by the applicant to use the credit card in accordance with the Application for the issuance of a debit card for business entities with the name printed on the card.

Mobile Token (hereinafter: **m-Token**) - the means of authentication and authorization installed by the User on a mobile device within the Kent Bank mobile application, through which the User authorizes the execution of the transaction through a 3D Secure Payment Service.

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

Personalized security credentials - personalized features provided by the Bank to the User for authentication purposes (three-digit control number printed on the card, PIN, one-time password when using 3D secure payment services).

PIN - personal, secret identification number of the Card User assigned with the Card that serves for the identification of the Card User and the authorization for transactions conditioning the identification and authorization with the PIN.

Business Entity / Applicant - a legal person, state body, state administration body, local government unit, association and society (sports, cultural, charitable, etc.) and a natural person operating in the field of its economic activity with an active transaction account open with the Bank. The application in the name and for the account of the legal person is submitted by the person authorized to represent a legal person while the application for the natural person performing the registered activity is submitted by a craft owner / registered activity or a natural person on the basis of a special power of attorney.

Identity confirmation - during the secure online shopping, the Client can confirm his/her identity by the Internet Banking Authentication device by generating a one-time password.

Reliable authorization - the consent by the User to execute transactions that include the elements that dynamically connect the transaction with the amount and the payee.

Application Form (hereinafter: the Application) - the form for the issuance of a debit card for business entities by which the Client submits the request and the Bank approves the issuance of the card. By signing the application form, the Client accepts these General Terms and Conditions of KentBank d.d. on Business Debit Card for Business Entities and General Terms and Conditions of KentBank d.d. on transaction accounts for business entities. These General Terms and Conditions and the Application Form signed and verified by the Client and the Card User and approved by the Bank constitute the Agreement (hereinafter: the Agreement) and are the part of the content of the Framework Agreement as defined by the General Terms and Conditions of KentBank d.d. on transaction accounts and performing payment and other services for business entities.

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Reference exchange rate - the exchange rate applied by the Visa/Mastercard card payment scheme used in the conversion of the currencies from the original currency of the payment transaction executed abroad to the accounting currency and is available on their websites, ie. the Bank's exchange rate list if the currency of the payment transaction is found in the Bank's exchange rate list.

Self-service device – electronic device intended for conducting payment transactions for payment of goods and/or cash withdrawal services where the transactions are carried out by the use of the card and the identification of the Card User in accordance with the settings of the self-service device (no identification or PIN identification). The examples of self-service devices are ATM, EFT-POS terminal, info pillar and the like.

SecureCode Password - the sequence of automatically generated six numeric characters that will be sent via SMS to the registered mobile phone and is only valid for one transaction.

Transactions - All transactions made with the card by the Card User.

Transaction Account - means the multicurrency account of the Client opened with the Bank used to execute the payment transactions in the national and foreign currency.

Processing Controller - a natural or legal person, body of public authority, agency or other body that alone or with others determines the purposes and means of processing personal data; where the purposes and means of such treatment are set by the Union law or by the law of a Member State, a processing controller or special criteria for their appointment may be provided for by the Union law or the law of a Member State. Within the meaning of this document, a processing controller is the Bank.

Request for a change of the status and conditions - the request for changing the status and the conditions for a debit card for business entities.

3D Secure Payment Services - the service of the Visa card company (Visa Secure) for the Visa Classic Business Debit Card or the Mastercard card company (Mastercard®SecureCode™/Mastercard Identity Check™) for the Mastercard Business Debit Card intended for secure payment of goods and/or services at the Internet points of sale that support the 3D standard payments. This service can be an integral part of the functionality of the business debit and the card. The prerequisites for using 3D services are:

- the valid Card and the mobile phone number delivered to the Bank for the payment to traders outside the European Economic Area
- the valid card and the mobile token of the Bank for the payment to traders within the European Economic Area

3. THE ISSUANCE OF THE CARD, PIN AND THE ACTIVATION OF M-TOKEN

The request for the issuance of the card on behalf of and for the account of the Client is submitted by the person authorized to represent while on behalf of and for the account of a natural person acting within the

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scope of her/his business activity or a free profession, it is submitted by the owner of the registered activity/craft or other natural person on the basis of a special power of attorney. The Client agrees to use the Card by submitting the signed and certified Application in a Branch or the Business Center of the Bank where it names the Card User.

All the persons listed in the Application form confirm with their signature the truthfulness and accuracy of the above information. The Client allows the Bank to check all the information specified in the Application as well as collect additional information estimated by the Bank as required for making decision on the issuance of the Card.

The Bank reserves the right to refuse the Client's Application and decide on the approval or refusal of the issuance/renewal of the card without the obligation to explain its decision to the Client. The moment of the conclusion of the Agreement is considered the moment of the approval of the Application by the Bank. These General Terms and Conditions as well as the signed and the approved Application by the Client, the User of the Card and the Bank constitute the content of the Agreement.

The issued card is used in the name of the Client and the Card User, it is non-transferable and may only be used by the Card User to whom it refers. The Card User is obliged to sign the card immediately after receiving it and is obliged to use the same signature in dealing with the card. The unsigned card is invalid and the Card User bears responsibility for the costs incurred by using the unsigned card.

If the Bank approves the issuance of the card upon its creation, it shall notify the Client ie. the Card User, who will personally collect the card at the Bank's branch where the Application was submitted.

The Bank issues the cards with contactless functionality and such cards have the printed corresponding contactless payment label. If the Card User does not wish to use the Card with contactless functionality, the user may request from the Bank before issuing the new card to issue the Card with a turned off contactless functionality. The card issued on the basis of such a request will not support the contactless functionality, although the contactless payment label will be printed on the Card.

The Bank issues the PIN to the User, a secret identification number known only to the Card User. The PIN is delivered by post mail to the Card User to the address specified in the Application.

The card is issued with a maximum validity of three years and is valid until the last day of the month written on the Card.

The card is automatically renewed for the period determined by the Bank if the Client has not closed the account, regularly fulfills obligations under these General Terms and Conditions and other Acts of the Bank and does not cancel the card in writing 45 days prior to the expiration.

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The decision on the issuance of the card and the amount of the approved daily spending limit is made by the Bank without the obligation to explain its decision to the applicant.

The activation of m-Token is carried out as described in the Instruction for the Use of Online Banking e-Kent.

The User may use the biometric authentication on m-Token. The Bank does not have an access to the data nor the control over the data stored by the User for the purpose of the biometric authentication in a mobile device used to access m-Token. By the activation and with each use of the biometric authentication option, the User confirms and guarantees to have stored only the biometric characteristics of his/her face or the fingerprint to the mobile device used to access m-Token. The User is aware of this and accepts that all biometric data stored in the mobile device used to access m-Token may be used for the purpose of the biometric authentication when accessing m-Token, regardless of whether the biometric data such stored relate to the User or some other person.

By activating and using the biometric authentication option, the User acknowledges to be aware of and agrees that the Bank does not provide the biometric authentication service but uses the biometric authentication enabled by the mobile device, and that therefore, the Bank is not responsible for the inability or a restricted option to use the biometric authentication nor for the result of such biometric authentication, regardless of whether the fingerprint or the biometric characteristics of the face by which the User identifies when accessing m-Token correspond to the fingerprint or the biometric characteristics of the face previously stored by the User in the mobile device used to access m-Token.

4. USE OF THE CARD

The card is the payment instrument owned by the Bank and is used for:

- payment of goods and/or services at the authorized points of sale including the internet points of sale with the belonging card company label in the country and abroad,
- cash withdrawals at the ATMs and withdrawal payment points with the belonging card company label in the country and abroad,
- payment/deposit of cash at the ATMs with a deposit function owned by the Bank,
- Card User identification at self-service devices
- other services.

The Card User solely and unequivocally confirms his/her identity, authorizes and approves the execution of the card payment or other transaction in one of the following ways:

- by inserting or tapping the card at the ATM with entering the PIN,
- by giving, inserting and entering the PIN and/or the signature at the EFT-POS terminal,

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- by giving, tapping or inserting the Card at the EFT-POS terminal or the self-service device of the sales or payment withdrawal point where the consent is provided by using the Card with or without entering the PIN and/or the signature
- by entering and providing the personalized security credentials, except the PIN and other data at the request of the trader when making payment through the Internet, the catalogue or telephone sale.

In making payment and withdrawal and/or depositing cash, the Card User is obliged to keep the receipt (slip) or the confirmation on the withdrawal/depositing cash for their needs.

The Card User may use the Card in accordance with the authorizations granted in the Application and up to the amount of available funds in the transaction account, within the limits of the daily limits. Daily limits are subject to change based on the Bank's Decision or at the Client's Request for changing the status and the conditions, in accordance with the Bank's Decision on limits available on the Bank's website and in the Bank's Branches.

If the transaction account is blocked or there are not enough funds in the account for carrying out the transaction, the execution of the card transaction will be refused.

4.1 Contactless payment

The User of the Card has an option at the point of sale of selecting the card contact payment (by inserting or swiping the Card on the POS device) or contactless (by tapping the Card close to the POS device). The maximum amount of the transaction that is made by the contactless payment with the Bank card that does not require the PIN verification depends on the country of the sales terminal point according to the frames defined by the card company issuer. The maximum amount of contactless payment at the terminals in the Republic of Croatia is 40 EUR and the User of the Card gives consent for the execution of the payment transaction by tapping the card at the point of sale terminal that supports the contactless payment without the confirmation by the PIN. The consent for contactless payment transaction by the Card of the Bank above 40 EUR at the terminals in the Republic of Croatia or above the maximum defined amount of the contactless transaction, depending on the country of the point of sale terminal according to the frames defined by the card company issuer or depending on the decision of the bank the owner of the point of sale terminal on the maximum defined contactless payment transaction amount, is given by the User by entering and the confirmation with the PIN.

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The Bank reserves the right to request the authorization of a specific contactless payment transaction with the corresponding PIN from the User of the Card as well as in other cases where it deems necessary, prior to the execution of certain contactless payment transactions.

After the realization of contactless payment transactions authorized at the point-of-sale terminals and because of the fast execution of payment transactions or technological prerequisites by the card companies, it is regulated that there is no obligation of the point of sale to issue and deliver a certificate (slip) on the realized contactless payment transaction to the User of the Card. However, if the Card User insists on obtaining a certificate (slip) on the executed contactless payment transaction, the Card User may request the issuance of the relevant certificate (slip) at the point of sale. The Card User having a contactless functionality acknowledges that the currency date of debiting the account when processing contactless payment transactions may be different than the date of the contactless transaction and is obliged to regularly monitor transactions made with the Card and the balance in the corresponding account. The User of the Card with the contactless functionality is obliged to deal with this card with the care of a good businessman, prevent its assignment to third parties, ensure that all activities with the Card at the point of sale are carried out in the User's presence and under the User's supervision.

5. COLLECTION OF COSTS

The transactions made by the Card reduce the available funds in the transaction account upon the execution of the transaction. The Card User agrees and acknowledges that the value date of the account debit may be different than the date of the origination of the transaction ie. the date of inquiry to check the available funds in the account.

For all incurred costs of the card transactions carried out abroad, the conversion from the original currency to the accounting currency is made and charged in the national currency.

The conversion of the original transaction currency into the accounting currency will be made by the Visa card payment scheme for the transaction made with the Visa Classic Business Debit Card by applying the Visa exchange rate on the day the transaction is processed in the card payment scheme system or by the Mastercard card payment scheme for the transaction made with the Mastercard Business Debit Card by applying the Mastercard exchange rate on the day of processing the transaction in the card payment scheme system according to their own rules and the reference exchange rate list, which can be changed multiple times in the course of a day, which the Bank can not influence. Information about exchange rates is available on the websites of the card companies.

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The reference exchange rate list, applied by the Visa/Mastercard card payment scheme and the Bank's exchange rate list is available on the following websites:

- <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>
- <https://www.mastercard.hr/hr-hr/consumers/get-support/convert-currency.htm>
- www.kentbank.hr

Because of multiple changes of the Reference Exchange Rate of the card houses, different exchange rates are possible for the transactions carried out on the same day, in the same currency.

The Client will be informed about all costs/amounts of the transactions per card and the dates of debiting the transaction account through the statement.

In the event that the receivables by expenses made with the card are not settled, the Bank has the right to charge the default interest rate. If the Bank's claim arising from the use of the card cannot be collected from the Client's transaction account, the Client authorizes the Bank to make payments from all his/her accounts maintained with the Bank.

6. REFUSAL TO EXECUTE THE CARD TRANSACTION AND THE CANCELLATION OF THE CARD TRANSACTION

The Bank shall refuse to carry out the card transaction if there are no available funds in the Client's transaction account, in case of exceeding the daily limits, in case of blocking the Client's transaction account and in other cases established by law.

In case of the refusal to carry out the card transaction on the self-service device, the Card User receives the information and/or the confirmation on the refusal of the transaction, which he/she is obliged to keep.

The User of the Card cannot revoke the authorized transactions initiated on the self-service devices.

7. CASH DEPOSITS AT THE ATM

The treatment with the national currency banknotes paid/deposited at the ATM is carried out in accordance with the Decisions of the Croatian National Bank (hereinafter: the CNB) and decisions of the European Central Bank:

- the banknote amount recognized by the device as authentic is paid in to the Account,
- the banknotes that the device did not recognize as the banknotes of the national currency are returned to the User,

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- the banknotes recognized by the device as suspicious or counterfeit banknotes of the Republic of Croatia are submitted to the CNB for the authenticity verification and the amount is not paid in to the Account,
- the banknotes of the authenticity not clearly determined by the device are submitted to the CNB for the authenticity verification and the amount is paid in to the Account.

Upon the receipt of the CNB's information on the authenticity of the banknotes, the Bank shall approve or debit the Account. The Bank reserves the right to subsequently debit the Account without a prior notice.

8. THE VALIDITY AND THE RENEWAL OF THE CARD

The validity period of the card is determined by the Bank and the card is issued with the maximum validity period of three years and is valid until the last day of the month written on the card.

After the expiration of the specified period, the Bank shall automatically renew the card to the Card User, without a special request by the Client, for the validity period determined by the Bank, provided that the Client has not closed the transaction account, that the Client regularly fulfills the obligations under these General Terms and Conditions and other Acts of the Bank and that the Client does not cancel the card in writing 45 days prior to the expiration of the card's validity period.

The renewed card has the same PIN as the card with the expired validity and is issued in the month of the expiration of the validity of the existing card. The Bank will inform the Client in writing about the reissued card and that it can be picked up at the main Branch/Business Center.

The card with the expired validity period can not be used and has to be destroyed by the Client; cut vertically across the chip and the magnetic stripe.

The Client may request the new card even before the expiration validity date of the card (in case of damage to the card, change of name and surname of the Card User or some other reason) by submitting the signed and verified Request for changing the status and conditions.

The Bank reserves the right not to renew the card to the Client, without the obligation to provide the Client with the explanation of its decision and bears no responsibility for any damage that the Client may suffer as a result.

9. LOST OR STOLEN CARD

The Client is obliged to immediately and without delay report of a loss, theft, misuse or unauthorized use of the Card to the Bank in order to prevent the misuse.

The notice or the application is submitted directly in the Bank's branch during the working hours or by a telephone contact on the following telephone numbers:

0800 0006 KentBank d.d.

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+385 01 3078 699 EGCP contact center

The Client shall, without delay, confirm the telephone notice to the Bank in writing, in the nearest Branch/Business Center of the Bank and exceptionally in the agreement with the Bank, by postmail or by electronic mail on the first following working day.

Reporting of a loss, theft and misuse can be done in the period of 0-24.

After receiving the notice on the loss or theft of the Card, the Bank will block the Card. The Bank will issue the new Card and the new PIN if so requested by the Client by the signed and verified Request for changing the status and conditions. The Client bears financial responsibility for the costs incurred by unauthorized use of the card until the moment when the Bank receives the report on loss or theft.

The Client can block the lost card through Internet services (e-Kent, m-Kent). By choosing this option, the Client permanently blocks the card. The Bank will issue the new card and the new PIN if the Client requests so by the signed and verified Request for changing the status and conditions.

The Client may also choose the option of a Temporary channel blockage through the Internet services and can in this way block the use of the card at the POS device, ATM or Online shopping.

If the Card User finds the Card after reporting its loss, the user must not use it, but has to immediately cut it in several places across the chip and the magnetic stripe and inform the Bank of this.

The cost of issuing the new Card is collected by debiting the transaction account for which the card has been issued in accordance with the valid Decision on fees for business entities and residential buildings.

10. BLOCKAGE OF THE USE OF THE CARD, TERMINATION OF THE AGREEMENT

The Bank has the right, at its own estimate, to prevent or permanently reject the use of the card at any time, and in particular:

- in case of the violation of the security of the Card and using the Card with actions that indicate possible criminal offenses or their attempt - especially criminal offenses related to money laundering, terrorism or organized crime, but not exclusively
- in case of a suspicion to the unauthorized use of the card,
- if the Client/User of the Card fails to comply with the provisions of the concluded Agreement, these General Terms and Conditions, other Acts of the Bank and/or positive regulations,
- in case that the Client, at the request of the Bank, does not provide the requested data and the documentation necessary for determining the beneficial owners of the Client in accordance with Anti Money Laundering and Terrorist Financing Law,

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- in the event of a death of the Card User or in the event of the Client ceasing to exist,
- in the event of reporting a theft or loss of the Card,
- if the transaction account by which the card is issued is overdrawn or blocked,
- in case of using the Card with the intention of fraud
- in the event of a significant deterioration of the Client's financial position and the Bank's assessment that the Client will not be able to meet his/her obligations against the Bank,
- in case of cancelling the authorization to the Card User,
- in case the Client does not deliver the required documentation
- in other situations important for the security of the Bank or for the exclusion of risks of the contracting parties, without warning.

The Client will be notified within the reasonable time in advance of the intention of blocking a particular Card or all Cards by telephone and/or in writing or in other suitable way, unless the circumstances do not allow this in advance; The Bank will then notify the Client of the aforementioned immediately after the Card has been blocked, by phone and/or in writing or in another suitable way. The Bank shall not inform the Client about the blockage if this is contrary to the applicable legal regulations or other objectively justified security reasons (eg. those related to the prevention of money laundering and terrorism financing, organized crime, other criminal acts and similar). The responsibility of the Client/Card User for the transactions made with the use of the card before blocking of the card shall not end with the card blockage. If the User of the Card incorrectly confirms the related Personalized security credentials, the Bank reserves the right to temporarily prevent the use of the card.

The Client may at any time reject using the card to an individual or all Users of the Card by delivering the completed, signed and verified Request for changing the status and conditions. The Bank shall prevent the use of the card no later than the day the Card User returns it to the Bank.

The Client may cancel the Agreement at any time by submitting a written statement to the Branch/Business Center of the Bank and returning the cards to the Bank. The cards shall be deemed canceled at the time of the delivery of the cards to the Bank.

The Client and/or the Bank may one - sidedly cancel the Agreement without respecting the cancellation deadline and providing the reasons.

The Bank shall cancel the right to use the card in case of closing the transaction account as well as in case of deletion of the Client from the competent register.

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The Client's responsibility for transactions that occurred during the use of the Card before it was returned shall not end with the cancellation of the card or the Agreement. In case of the cancellation of the card by the Client as well as in case of the cancellation by the Bank, the Bank shall not refund the calculated fees.

If the Card User enters the wrong PIN at the ATM three times in a row, the card will be temporarily blocked and any further use of the card will be possible only after resetting the counter during the night processing, and the User can normally use it the next day. In case of 3 consecutive incorrect PINs on the POS device, the card will be temporarily blocked. The card will not be automatically unblocked during the night processing, but the user must alone unblock it at the ATM by entering the correct PIN. The Bank is not obliged to inform the Card User about such incorrect entry.

The card is the property of the Bank and the Bank may revoke it at any time. In this case, the Client is obliged to immediately return the card at the Bank's request.

11. INFORMING AND COMPLAINTS

The Bank informs the Client of the transactions executed by all cards through the transaction account statement in the manner agreed between the Client and the Bank. The Bank shall deliver all information about payment transactions to the Client in the first regular statement following the debiting of the account.

The Client is required to check without delay the accuracy and completeness of card transactions by comparing the confirmations on card transactions with the data and the turnover in the account statement.

The Client may submit the complaint regarding the card transaction in writing in a Branch/Business Center without delay and no later than within 30 days from the date of receipt of the statement, otherwise the Client is considered to have agreed with the statement and the transactions shown in the statement.

The complaints regarding the Card are submitted in one of the following ways:

By post mail to the address: KentBank d.d., 10000 Zagreb, Gundulićeva ulica 1,

Telephone: 0800 0006

E-mail: prigovori@kentbank.hr

The complaint about the card transaction does not release the Client of the obligation to pay for the cost of the disputed transaction.

In the case of a justified complaint, the Bank shall act in accordance with the Client's request and in the case of the incorrectly executed transaction or the execution of the unapproved transaction, the amount of the incorrectly executed transaction or unapproved transaction will be returned to the Client. In case of

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the execution of the unapproved transaction from the Client's account, the Bank shall bring the debited account to the balance that will correspond to the balance of that account if the unapproved transaction had not been executed.

All costs of the unjustified complaint procedure are borne by the Client in accordance with the Bank's act Decision on fees for business entities and residential buildings.

The Bank does not assume any responsibility for the goods and services purchased with the card, the validity of the information provided or the refusal to accept the card by the point of sale. The complaints related to the quality of the purchased goods and services are dealt by the Card User with the point of sale.

The Bank is not responsible for the unavailability of 3D payment services, caused by technical problems on the Client/User's computer equipment, outages or disturbances in the telecommunication channels, power system outages, problems on the part of the Internet point of sale or as a result of force majeure.

If the User does not provide the Bank with the mobile phone number or does not inform the Bank of any change in the mobile phone number, the Bank is not responsible for not conducting the Internet transaction that includes the 3D secure payment service.

The Client bears the damage caused by unauthorized and improper use of all cards linked to the account.

If the Client believes that the Bank does not comply with the provisions of the Agreement, the Framework Agreement or the law governing payment transactions and payment services, the Client may send a written complaint to the Bank.

The complaints are submitted in one of the following ways:

By post mail to the address: KentBank d.d., 10000 Zagreb, Gundulićeva ulica 1,

Telefax: 385 1 4981 910,

E-mail: prigovori@kentbank.hr,

KentBank d.d. – telephone number: 0800 0006,

directly in all branches/business centers of the Bank.

The Bank shall respond to the complaint within 10 days from the receipt of the complaint. Exceptionally, if more time is required to resolve the complaints (eg. in cases when resolving the complaint is out of the Bank's control), the Bank shall respond to the complaint within 35 days from the receipt of the complaint, and in such case, the Bank shall send a temporary response within 10 days after the receipt of the complaint stating the reasons for the delay in responding to the complaint.

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12. FEES

The fees related to the issuance and the use of the card are charged from the Client's account or by other form of the collection in accordance with the Decision on Fees for business entities and residential buildings. The Client agrees that the Bank shall debit his/her accounts by all fees incurred by the use of the card without the Client's special consent and without the obligation of the Bank to notify the Client beforehand.

The extract of the Decision on fees for business entities and residential buildings are published on the Bank's website www.kentbank.hr

By signing the Request and accepting these General Terms and Conditions, the Client declares that they have been previously introduced to all fees and other costs calculated by the Bank when using the card and at the same time gives consent to the Bank for debiting the account by the amount of the calculated fees.

13. RESPONSIBILITY OF THE CLIENT AND THE USER OF THE CARD

The Client is obliged to inform the Bank of all its status changes in writing, on the change of the address and the contact information as well as all changes connected to the Card User's data (including mobile phone number, phone number, e-mail address). The Client guarantees the completeness and accuracy of all provided contact information and otherwise bears responsibility for any damage that might be caused by the failure to report to the Bank. The Client is obliged to notify the Bank no later than eight days after the occurrence of the change.

For security reasons, the Card User is required to deal with the Card and the PIN with the care of a good businessmen and is obliged

- not to allow third parties the use of the card,
- to immediately notify the Bank/EGCP of a loss, theft, misuse or unauthorized use of the card,
- to keep the confidentiality of the PIN. The PIN cannot be disclosed to third parties, nor be written or kept in any form together with the Card,
- when entering the PIN, to make sure that no one sees the entered secret number. In case of the suspicion that someone knows the PIN, to change the PIN at the ATM with the available PIN change service. In case of the suspicion to use the card with such a compromised PIN, to immediately notify the Bank, so that the card is timely blocked,

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- to ensure that all card transactions at the point of sale are carried out in the user's presence and under their supervision,
- to restrict and prevent access to the user's mobile phone or m-Token by third parties if the user is the active user of the 3D secure payment service,
- to undertake all reasonable measures to protect the personalized security credentials and not provide the card information, except in case of using the card in accordance with these General Terms and Conditions,
- to request from the point of sale the confirmation for a declined card transaction,
- to suspend the execution of the ATM transaction and immediately notify the Bank in case of observing any irregularities or atypical work of the ATM, atypical equipment or unusually placed cameras at the ATM or the self-service device,
- to avoid carrying out a card transaction through unverified Internet pages and ensure that the payments are solely made via computer with the adequate virus protection or other programs of the malicious code.

Liability for a damage caused by careless, unauthorized or incorrect use of all cards linked to the account or non-compliance with the provisions of these General Terms and Conditions as well as any costs arising therefrom shall burden the Client.

When using the card via means of remote communication, including for purchases at Internet points of sale, the Card User uses the card at their own responsibility and assumes the responsibility for any possible damage caused by such transaction.

The Card User undertakes not to use the card for illegal purposes, including the purchase of products and services that are prohibited by law in the territory of the country in which the Card User is located at the time of the transaction. By accepting these General Terms and Conditions, the Client and the Card User assume all responsibility in case of illegal purchases with the cards that are the subject matter of these General Terms and Conditions.

14. PROTECTION OF PERSONAL DATA

The Bank as a processing controller of personal data, with the aim of meeting the legality of processing personal data and other conditions established and governed by Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to processing personal data and free movement of such data and repealing the Directive 95/46/EC (hereinafter: the General Regulation), collects and processes personal data of its Clients in accordance with the principles and legal basis of the General Regulation.

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When collecting and processing the personal data of the Clients, the Bank provides the Clients with the information from the General Regulation, depending on whether the data was obtained from the respondent or a third party.

The data that the Bank may collect and process may include, for example, the following information:

- Identification data (surname, name, date of birth, sex, citizenship, residence address, OIB)
- Data of the identification documents (number and type of identification document, date of issue, expiration date, document issuer / place of issuing a document)
- Financial identification data (numbers of transaction and deposit accounts, credit numbers, credit and debit card numbers, secret codes (PINs, PANs, etc.))
- Financial transactions (assigned and executed payments, account balances, assigned credit lines, deposits, guarantees)
- Memberships in associations (membership in trade unions, political parties, etc.)

If the Bank collects and processes certain categories of personal data not mentioned in these General Terms and Conditions, the Bank shall inform the Client on their collection and processing at the time of their collection by the document "Privacy Statement" adjusted to the collection and processing of personal data for different purposes which are stated in the statements in question.

The Clients may find the Privacy Statements on the Bank's website www.kentbank.hr and in a Branch/Business Center of the Bank.

The Bank may also provide clients with additional information on the collection and processing their personal data in relation to the specificity of a particular credit product, whether verbally or otherwise.

The Bank collects and processes the personal data from the respondents 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, i.e. if the processing is necessary for the execution of the agreement in which the respondent is a party, if the processing is necessary for taking actions at the client's request before concluding the agreement, if the processing is necessary for the needs of the Bank's legitimate interests or to comply with the Bank's legal obligations.

This includes the right of the Bank to use, collect, save, organize, duplicate, record and have an insight into the personal data for the purpose of the regular business operations of the Bank and member of the group to which the Bank belongs in a third country.

The Bank may forward personal information to third parties, such as:

- processors and joint controllers registered for performing the activity of fulfilment of the processing purpose and that meet an adequate level of protection of personal data

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- 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 performing the Bank's regular business operations, in accordance with the law and/or internal rulebooks and procedures of the Bank.

Furthermore, the Bank may collect personal information on the total amount, type and regularity of the performance of the obligations arising out of any legal basis, as well as submit them to the authorized attorneys' offices or other advisors, state institutions and other public bodies, all during the term of a certain contractual relationship as well as for the requirements of any later procedures and actions related to non-fulfillment or irregular fulfillment of contractual obligations arising from this contractual relationship.

The Bank will process the personal data of the Clients only for the fulfillment of the purpose for which they have been collected, such as:

- the assessment of the existence of risk of money laundering and terrorism financing,
- a delivery of data to competent institutions, processors and / or processing controllers for the purpose of fulfillment of the Bank's legal and contractual obligations,
- a delivery of data to the authorized bodies of the Bank, employees and group members in a third country in the form of the reports at different time intervals which must be submitted by the Bank in accordance with the law and/or internal rules and procedures of the Bank,
- for the purpose of direct marketing during and after the expiration of the business relationship.

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

The Bank shall keep the Client's personal data as long as permitted by the relevant legal regulation that relates to certain processing of personal data, i.e. as much as the respondent allows in their consent.

During the term of the contractual relationship, the Client has the following rights:

- The right to be informed,
- The right of access,
- The right to correct all personal information that is inaccurate or incomplete,
- The right to delete personal data,
- The right to restrict processing of personal data,
- The right to transfer the data to the respondent and/or other processing controller,

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- The right to complain about personal data processing including the complaint to making solely automated decisions as well as the complaint to the data processing for direct marketing purposes.

The Client may at any time achieve the mentioned rights in the form of the Bank or in a free form and submit it to the Bank in one of the following ways:

- by post mail to the address KentBank d.d. Gundulićeva ulica 1, 10 000 Zagreb,
- by e-mail to the address szop@kentbank.hr,
- by fax at +385 75 802 604,
- personally, in a Branch of the Bank

The Bank undertakes to keep all information that it found out in connection with the Client confidential in accordance with the legal regulations.

15. CHANGES TO GENERAL TERMS AND CONDITIONS

The Bank reserves the right to change and amend these General Terms and Conditions in accordance with legal regulations and the Bank's business policy. The General Terms and Conditions are available to the User in writing on the Bank's website www.kentbank.hr and in every branch of the Bank. Any amendments and additions will be published 15 days prior to their application and will be available in the same way. If the Client keeps the card after receiving the notification on changes and amendments to the General Terms and Conditions, it will be considered that the Client has accepted the amendments. If the Client does not accept the amendments to the General Terms and Conditions, it shall be considered that the Client has canceled the Agreement and in that case the Client is obliged to pay the Bank without delay all due obligations arising from the use of the card, cut the card and return it to the Bank without delay with a written notification that they do not accept the amended General Terms and Conditions and that they cancel the card.

The Bank may apply any changes to these General Terms and Conditions that are more favorable for the Client without the prior notification to the Client.

16. EXCLUSION OF THE APPLICATION OF THE PROVISIONS OF THE REGULATION (EC) NO. 924/2009, AMENDED BY THE REGULATION (EU) NO. 2019/518

The provisions of Article 3a, Paragraph 5 and Paragraph 6 of the Regulation (EC) no. 924/2009, which was amended by the Regulation (EU) no. 2019/518 in terms of certain fees for cross-border payments in the Union and the fees for the currency conversion (hereinafter: Regulation (EC) No. 924/2009) do not apply to the business relationship between the Bank and the Client. In accordance with this, the Bank does not send the electronic notification to the Client after receiving the payment order, as regulated by the above

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provisions of the Regulation (EC) no. 924/2009, the application of which is excluded by these General Terms and Conditions.

17. FINAL PROVISIONS

By signing the Application Form/Request, the Client/Card User accepts the General Terms and Conditions on Business Debit Card for business entities.

The Client/Card User accepts that the Bank has the right to determine and change the maximum amount of the approved spending limit as well as to revoke the card.

By signing the Application Form/Request, the Client and the Card User declare that they are familiar with the General Terms and Conditions of Kentbank d.d. on Business Debit Card for business entities, the Bank's Decision on fees for business entities and residential buildings as well as other general terms and conditions of the Bank's operations.

The General Terms and Conditions are published on the Bank's website www.kentbank.hr and are available in all branches of the Bank.

The relationships, mutual rights and obligations of the Client and the Bank are governed by the law of the Republic of Croatia.

Any disputes arising from the provisions of these General Terms and Conditions will be resolved by agreement between the Client and the Bank, and in the case of the failed agreement, the law of the Republic of Croatia shall apply to the business relationship between the Client and the Bank.

For the resolution of any disputes arising from the business relationship between the Client and the Bank, the court *ratione materiae* where the Bank's headquarters falls within will have local jurisdiction, unless explicitly agreed by the clause otherwise, that is, if there is no exclusive jurisdiction by another court or a competent body. The same local jurisdiction is also applicable to non-resident Clients.

These General Terms and Conditions of the operations with the Business Debit Card for business entities shall enter into force on 1 March 2024.

Upon entry into force of these General Terms and Conditions, the General Terms and Conditions of the operations with Visa Classic Business Debit Card and Maestro Business Debit Card for business entities applicable from 1 January 2023 shall cease to be valid.