

**Kent Bank**

**General Terms and Conditions on Issuance and Use of a  
Digital Wallet for Visa business Debit and Credit card  
Users**

May, 2025

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## 1. INTRODUCTORY PROVISIONS

The issuer of the General Terms and Conditions on Issuance and Use of a Digital Wallet for Visa business Debit and Credit card Users (hereinafter: Terms and Conditions) is KentBank d.d., Gundulićeva ulica 1, 10000 Zagreb, Croatia, OIB: 73656725926 (hereinafter: the Bank).

The General Terms and Conditions govern the rights and obligations of the Bank and the Client related to the issuance and use of a digital wallet for the users of Visa Classic business debit card, Visa Classic business charge credit card and Visa Classic business revolving credit card (hereinafter: the Card) of business entities.

The General Terms and Conditions supplement the provisions of the General Terms and Conditions on Debit Card for Business Entities and the General Terms and Conditions on Visa Classic Business Credit Card and Mastercard Business Credit Card for Business Entities.

## 2. DEFINITION OF TERMS

**AUTHENTICATION** - a procedure which allows the payment service provider to verify the identity of a payment service User or the validity of the use of a specific payment instrument, including the use of the payment service user's personalised security credentials.

**BANK** - KENTBANK d.d., Gundulićeva ulica 1, Zagreb, Republic of Croatia,  
Registered with the Commercial Court in Zagreb, MBS: 080129579, OIB: 73656725926  
Tel: +385 1 4981 900  
E-mail: kentbank@kentbank.hr  
Internet page: www.kentbank.hr  
SWIFT BIC code: KENBHR22  
IBAN: HR574124003101111116

The list of Branches of the Bank together with the contact telephone numbers and addresses can be found on the Internet page of the Bank KentBank – Poslovnice /Branches/.

The Bank operates on the basis of the operating license issued by the Croatian National Bank (hereinafter: the CNB) which is the supervisory authority for the supervision of the operations of the Bank.

**ATM** - an electronic device that allows the Card Users the disbursement and/or payment of cash and/or the use of other services provided by the Bank with the use of this device.

**BIOMETRIC AUTHENTICATION** - the identity verification procedure when the User accesses the mobile token or mobile banking, 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 is the authentication and authorization means assigned by the Bank to the User (eg. Token/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 or mobile banking and/or when conducting a

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payment transaction. Face recognition authentication is a method of biometric authentication that is based on the face recognition with the biometric characteristics stored by the User in a mobile device used to access the mobile token or mobile banking and/or when conducting a payment transaction.

**CONTACTLESS PAYMENT TRANSACTION** - a payment transaction in which a consent to execute the transaction/authorization is given by tapping the card to a device designated for accepting a contactless payment transaction. Depending on the amount of the payment transaction, and in accordance with the rules of the card payment schemes and the functionalities of the accepting device, the authorization is carried out by tapping the card to a POS device or ATM and entering the PIN or signing the user account.

**CHARGE BUSINESS CREDIT CARD** - a cashless payment instrument issued by the Bank to the User at the Client's request. All costs incurred by debiting the amount of spending at the points of sale or ATMs in Croatia or abroad during the current billing period are due for payment in full in the following billing period (the billing period is one month).

**PAYMENT DUE DATE** - the date of the due payment obligation based on the Credit Card Statement for all expenses made with the Card in the billing period to which the Statement relates.

**DCC** - dynamic currency conversion (DCC for short) is a service that can be offered at the ATMs and the points of sale abroad where, when withdrawing cash at the ATMs or paying for goods and services at the points of sale, the Card User can, if offered on the device screen, choose to be charged in the currency of the country where the transaction was initiated or in the currency of the Card. When the Card User chooses debiting in the Card's currency, the Bank is not responsible for the exchange rate and fees that apply to the use of that service, which are displayed at the ATM or the point of sale and which the Card User has accepted.

**DIGITAL BANKING** - Digital channels consisting of internet banking services (e-Kent) and mobile banking services (m-Kent).

**DIRECT CHANNELS** - the means and forms of electronic communication that enable the use of banking and non-banking services and/or the contracting of individual banking or non-banking services without the simultaneous physical presence of the Account User and the Bank's employees in the same place, and include a network of self-service devices (ATMs, coin deposit machines) and other types of devices that the Bank makes available to the User, as well as online banking services and other forms of remote communication that the Bank provides to the Account User.

**DAILY LIMIT** - the maximum number of transactions and the maximum amount determined by the Bank up to which the Card User can use the Card in one calendar day to withdraw cash at the ATMs and/or to pay for goods and services at the sales points and the Internet sales points in the Republic of Croatia and/or abroad. The specified limit also applies to the contactless payment transactions.

**DIGITAL WALLET** - the application on a mobile device through which the Service Provider enables the Card User to add the Card within the Service Provider's mobile application for the purpose of initiating payments and conducting payment transactions with the Card using a mobile device at the ATMs and the points of sale that accept the Digital Card as a payment instrument or support

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contactless payment. The Service Provider also determines the type and characteristics of the mobile device on which the application can be contracted and installed.

**DIGITAL CARD** - personalized security credentials stored in the Digital Wallet based on the Card issued by the Bank to the Card User. A Digital Card represents a payment instrument and can be used to initiate and execute payment transactions on the receiving device or remotely where the use of this type of the payment instrument is enabled. The terms and conditions on issuance and use of Visa debit and credit cards for business entities between the Bank and the User also apply to the Digital Card, unless otherwise stated in these General Terms and Conditions. The issuer of the Digital Card created within the Digital Wallet is the Bank.

**EFT-POS DEVICE** - a point-of-sale terminal intended for cashless payments through which transactions are carried out electronically.

**CNB** - Croatian National Bank

**MEANS OF INSURANCE** - a means of collecting receivables that is available to the Bank if the client stops repaying obligations or repays them irregularly.

**INTERNET POINT OF SALE** - a place of sale of goods and/or services of the recipient (natural or legal person) for payment on the Internet that accepts the Card as a non-cash means of payment.

**DATA SUBJECT** - an individual whose identity is established or can be established; a person who can be identified, directly or indirectly, in particular by means of an identifier such as a name, an identification number, location data, an online identifier or by means of one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual. For the purposes of this document, the Data Subject represents the Bank's Client.

**PAYMENT POINT** - a business entity authorized to accept the Card for the execution of payment transactions and cash withdrawals.

**ORIGINAL CURRENCY** - Official currency in the Republic of Croatia

**CARD** - a payment card is a tool that enables its holder to pay for goods and services either via a receiving device or remotely and/or that enables the withdrawal of cash and/or the use of other services at an ATM or other self-service device, as well as the transfer of funds, which enables the initiation of a payment transaction and its execution within the framework of the card payment scheme. It can be made in the form of a plastic card or in some other form.

**CLIENT** - a business entity in a business relationship with the Bank that has been granted such status based on the regulations of the Republic of Croatia.

**CARD USER** - a natural person authorized by the applicant to use the card in accordance with the Application form for Issuing the Card for Business Entities and whose name is printed on the card.

**CREDIT CARD** - a personalized payment instrument, an internationally accepted charge/revolving credit card (Visa Classic business charge credit card and/or Visa Classic business revolving credit card), either basic or additional, issued by the Bank to the Card User and used to pay for goods and services at the points of sale, withdraw cash and for other approved purposes.

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**CREDIT LIMIT** - the total limit approved by the Bank to the Client for the use of all issued cards that the Card Users use to withdraw cash and pay for goods and/or services.

**MOBILE TOKEN** - a cryptographic device that the User installs on a mobile device as part of the m-Kent application which is used to authenticate and/or authorize electronic transactions.

**MOBILE DEVICE** - for the purposes of these General Terms and Conditions, a mobile device is a portable electronic communication device (mobile smartphone, tablet, smartwatch) on which the mobile applications can be installed.

**CREDIT CARD STATEMENT** - a notification to the Client containing the data on payment transactions and costs made by using the cards as well as on fees, membership fees, the interest rates belonging to the Bank, the data on the minimum repayment amount of incurred costs (debit percentage).

**BILLING PERIOD** - the period between the creation of two Credit Card Statements calculated from the day of forming the most recent Credit Card Statement to the day of forming the following Credit Card Statement.

**FRAMEWORK AGREEMENT** - an agreement concluded by the Bank with the Client regulating mutual rights and obligations on opening, maintenance and closing of a Transaction Account with the Bank and providing payment services, consisting of:

- General Terms and Conditions of KentBank d.d. on transaction accounts for business entities
- Agreement on opening and maintenance of the transaction account and providing payment services
- Special request and /or agreement on other payment and/or other services if such is submitted and/or concluded together with the corresponding special General Terms and Conditions (for example, a card contracting request, a package contracting request, the agreement regulating operations with Internet services, credit card agreement and other)
- Questionnaire and request for opening a transaction account for business entities
- Time of receipt and execution of the payment order
- Decision on fees for business entities and residential buildings
- Decision on interest rates for business entities and residential buildings

**PERSONAL DATA** - represents any data that relates to an individual whose identity is established or can be established, and is the "Data Subject".

**ORIGINAL PAYMENT CURRENCY** - the currency in which the transaction is carried out abroad and is not the currency of the country of the Card issuer, i.e. it is different from the Original Currency.

**PERSONALIZED SECURITY CREDENTIALS** - personalized features that the Bank provides to the User for the purpose of authentication and authorization of transactions, and they can be the username, a password, an identification code, an SMS code, a PIN.

**PIN (PERSONAL IDENTIFICATION NUMBER)** - a personal, strictly confidential and secret identification number known only to the User who uses it to authorize payment transactions and/or serves to authenticate the User and as a protection against unauthorized access to the Bank's Digital Channels.

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**PAYMENT TRANSACTION** - deposit, withdrawal or transfer of funds initiated by the payer or in the payer's name and for the payer's account or initiated by the payee, regardless of the obligations arising from the relationship between the payer and the payee.

**PAYMENT SERVICE** - a service that the bank as a payment service provider performs as its activity and includes the services that enable the deposit of cash to a transaction account, the withdrawal of cash from a transaction account as well as all procedures necessary for the account management and payment transaction execution services.

**PAYMENT INSTRUMENT** - a personalized means and/or set of procedures contracted between the Payment Service User and the Payment Service Provider, used to issue a payment order.

**PAYMENT CONFIRMATION (SLIP)** - indicates the confirmation (proof) of an individual payment transaction executed by using the card and when withdrawing cash.

**RELIABLE AUTHORIZATION** - the User's consent to the execution of a payment transaction or a payment order that includes the elements that dynamically link the transaction to the amount and the payment recipient.

**ACCEPTANCE POINT** - a place of sale of goods and/or services of the Payee where there is a physical or graphical interface through which the transactions with the Card can be carried out (ATM, POS terminal, Internet point of sale, etc.).

**POINT OF SALE** - a place of sale of goods and/or services of the Payee in the Republic of Croatia or abroad that accepts the Card as a non-cash means of payment for goods and services.

**APPLICATION FORM** – the request for use and/or other Bank form that contracts the use of the Bank services such as the Bank's Digital Services or a Card.

**PUSH NOTIFICATION** - or push message is a short notification sent via the installed mobile application m-Kent to all those who have installed it and enabled the receipt of these messages.

**DIGITAL WALLET SERVICE PROVIDER OR SERVICE PROVIDER** - a legal entity (Apple and Google) that provides the Digital Wallet service to which the Bank has enabled the addition and use of the Digital Card issued to the Card User.

**REFERENCE EXCHANGE RATE** - the exchange rate used as the basis for the currency conversion which is made available by the payment service provider or which originates from a source available to the public.

**REVOLVING BUSINESS CREDIT CARD** - a Credit Card by which all costs incurred by its debiting at the points of sale and ATMs during the current billing period are due for collection in the next billing period at the agreed percentage (the billing period is one month).

**FOREIGN CURRENCY** - the currency of a member state that has not introduced the euro as its legal tender and the currency of third countries.

**BANK TARIFF** - Decision on fees for business entities and residential buildings

**TRANSACTION ACCOUNT** - any multicurrency account opened and maintained by the Bank for the business purposes of a business entity (hereinafter: Account) which is used to execute and record

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payment transactions in the national currency of the Republic of Croatia and other currencies listed on the Bank's exchange rate list.

**MERCHANT** - a seller of goods and/or services authorized to accept payment cards as a non-cash means of payment for goods and services and has concluded a contract with KentBank d.d.

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

**ZPP** - Payment Transaction Act (Zakon o platnom prometu)

**REPLACEMENT CARD** - means a card that is issued in exchange for a lost, damaged or stolen card, or for some other reason.

**3D secure payment service** - enables reliable authentication and secure purchase for the authorized Card User when paying with the Bank's debit and credit cards at all online points of sale that support the 3D protocol (Visa Secure, Mastercard Identity Check). The prerequisites for using the 3D service with the Bank's cards are:

- valid Card and
- m-Token of the Bank

### **3. ISSUE OF DEBIT AND CREDIT CARDS AND PINS AND CARD PROCESSING RULES**

The right to issue and use the card is acquired by signing the Card Issuance Request, the Application Form, which also contains a provision on the acceptance and application of the General Terms and Conditions of KentBank d.d. on the operations with a debit card for business entities and the General Terms and Conditions of KentBank d.d. on the operations with a Visa Classic business credit card and Mastercard business credit card for business entities that regulate the contractual relationship in question.

The Client is always entitled to one copy of these General Terms and Conditions as well as the General Terms and Conditions of KentBank d.d. on the operations with a debit card for business entities and the General Terms and Conditions of KentBank d.d. on the operations with a Visa Classic business credit card and Mastercard business credit card for business entities, in paper form or on another permanent data carrier.

The application for the issuance of the card on behalf and for the account of the Client is submitted by a person authorized to represent the Client, and the application for the issuance of the card on behalf and for the account of a natural person operating within the scope of their business activity or free profession is submitted by the owner of the registered activity/craft or another natural person

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on the basis of a special power of attorney. The Client agrees to use the card by submitting a signed and certified Application Form to the Bank's Branch or the Business Center in which the Client names the Card User. The Application Form for the issuance of the card is signed by the Client and the Card User that confirm the truthfulness and accuracy of the specified data with their signatures.

The submitted Request and/or signed Application Form authorizes the Bank to verify all data specified in the Request /Application Form, as well as to collect any additional data that the Bank deems necessary for making a decision on issuing the Card. The Bank independently determines the Request/Application Form form, as well as its mandatory content. A correctly and completely filled out Request and/or Application Form will be considered accepted by the Bank on the date of their signing - by the authorized employees of the Bank.

The Bank reserves the right to reject the Client's Request or 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 conclusion of the Framework Agreement (hereinafter: the Agreement) is considered the moment of approval of the Request by the Bank. These General Terms and Conditions, as well as the signed and approved Request by the Client, the Card User and the Bank, constitute the content of the Agreement.

The Bank issues Cards with contactless functionality and all such Cards have the corresponding contactless payment mark printed on them. The contactless interface of the card is activated after the first successfully completed transaction by inserting the Card into the chip reader and confirming the PIN.

The Card User, or the Client, collects the Card at the branch where the Request and/or the signed Application Form was submitted, and the PIN is delivered to the agreed mailing address. The Card User, or the Client, is obliged to collect the Card within 120 (one hundred and twenty) days, otherwise, for security reasons, the Bank may revoke/deactivate the Card. The Card is the property of the Bank and upon its request, the Card User must return it without delay and unconditionally.

The Card User must not disclose the PIN, write it down on the Card or on any personal or other document held together with the Card. The above prohibitions also apply to entering them into a mobile phone or other similar portable device. The Card User assumes full responsibility in the event of its loss or theft for all damage caused by the use of the Card by an unauthorized person.

The responsibility of the Card User extends to the obligation to comply with the security measures when delivering the Card or during its use (e.g. leaving the card in public places or at the merchant or in the personal vehicle or not taking care to keep the PIN separate from the card, etc.) and the obligation to protect all personalized security features of the card.

The Card User is obliged to use the Card and/or Digital Card in accordance with the provisions and General Terms and Conditions of KentBank d.d. on the operations with a debit card for business entities and the General Terms and Conditions of KentBank d.d. on the operations with a Visa Classic business credit card and a Mastercard business credit card for business entities.

The Card User is particularly obliged to:

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- a) take all reasonable measures to protect the personalized security features of the Card,
- b) not provide the Card and/or Digital Card data, except in the case of using the Card in accordance with the General Terms and Conditions of KentBank d.d. on the operations with a debit card for business entities and the General Terms and Conditions of KentBank d.d for the Visa Classic business credit card and the Mastercard business credit card for business entities,
- c) prevent unauthorized use of the Card and/or Digital Card by third parties,
- d) ensure that all procedures with the Card and/or Digital Card at the point of sale are carried out in the Card User's presence and under the Card User's supervision before using the Card and/or Digital Card at the Online Points of Sale, check the authenticity and security features of the website as well as study the merchant's terms and conditions,
- e) restrict and disable access to the mobile phone and the mobile token to third parties if the Card User is an active User of the 3D Secure Payment service and/or the Digital Wallet,
- f) take all reasonable measures for protection of the Personalized Security Credentials, regularly monitor transactions made with the Card and/or Digital Card and the account balance and take care of the costs made by the Card
- g) take all measures to prevent the PIN from being made available to third parties and immediately destroy the received PIN notification
- h) always keep the Card in a safe place, protected from mechanical damage and magnetic fields (mobile phones, remote controls, speakers)
- i) perform online transactions only through computers or other devices that have adequate protection against viruses and other harmful programs
- j) not provide any personal information, especially an ID card number, OIB, passport number, etc., as well as information about the Card (card number, expiration date, other security features of the Card such as a control number, etc.) on unverified web browsers, in telephone conversations with unknown or unverified persons, or in responses to unverified messages delivered by e-mail,
- k) keep confidential and prevent other persons, including family members, from accessing passwords, codes or other agreed registration or access procedures for executing transactions on online services (e.g. Google/App Store, iTunes, Amazon, etc.), which also applies to keeping or preventing other persons from accessing devices (computer, mobile phone, tablet, etc.) on which the mentioned data is stored,
- l) identify at the point of sale with a valid identification document at the request of the point of sale

The card is issued 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 is issued. The Card is issued with the three-year-validity period.

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The validity period is indicated on the Card, it is valid until the last day of the month indicated on the Card. The Card is automatically renewed by the same period (without the need to submit the new application) provided that all the conditions specified in the General Terms and Conditions of KentBank d.d. with a debit card for business entities and the General Terms and Conditions of KentBank d.d for Visa Classic business credit card and Mastercard business credit card for business entities are met.

The renewed Card has the same PIN as the card whose validity period has expired, but different is the card number (PAN). It is issued in the month of the expiration of the existing Card and is collected at the Bank's branch, of which the Bank will previously notify the Card User in the agreed manner of the notification delivery.

If the Card User does not want to use the Card with contactless functionality, the Card User may, before activating the Card, request the Bank to issue a Card without contactless functionality.

The Card issued based on such a request of the Card User will not support contactless functionality, although the contactless payment symbol may be present/printed on the Card. If the Card Issuance Request that does not support contactless functionality is submitted to the Bank after the Card has been activated, the Client bears the cost of issuing the Card in accordance with the Decision on Fees for Business Entities and Residential Buildings.

The use of the Card by a person whose name is not printed on the card is considered misuse, and will result in the termination of the agreement.

The Card User may use biometric authentication on the m-Token. The Bank does not have an access to the data or control over the data stored by the Card User for the purpose of biometric authentication in the mobile device used to access the m-Token. By activating and each time using the biometric authentication option, the Card User confirms and guarantees that he/she has stored only the biometric characteristics of his/her face, i.e. fingerprint, in the mobile device used to access the m-Token. The Card User is aware of this and accepts that for the purpose of biometric authentication when accessing the m-Token, all biometric data stored in the mobile device used by the User to access the m-Token can be used, regardless of whether the stored biometric data refer to the Card User or another person.

By activating and using the biometric authentication option, the Card User confirms to be aware of and agrees with the fact that the Bank does not provide the biometric authentication service, but uses biometric authentication enabled by a mobile device and that therefore, the Bank is not responsible for the impossibility or a limited possibility of using biometric authentication, nor for the result of such biometric authentication, regardless of whether the fingerprint or facial biometric characteristics that are used to identify the Card User when accessing the m-Token match the fingerprint or facial biometric characteristics previously stored by the Card User in the mobile device used to access the m - Token.

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## **4. USE OF THE CARD AND/OR DIGITAL CARD**

The Card and/or Digital Card is a payment instrument that enables the Card User to use it as a cashless means of payment. The Card User may use the Card and/or Digital Card wherever the Card brand mark is present:

- for payment of products and/or services at the authorized points of sale, including the online points of sale with the relevant card house label in the country and abroad,
- for cash withdrawals at the ATMs and payment points with the relevant card house label in the country and abroad,
- for payment or deposit of cash at the ATMs with a deposit function owned by the Bank,
- to identify the Card User on self-service devices,
- for other services.

The Card User, whose name is printed on the Card, is the only one who may use the Card and is obliged to use the Card in a way that will prevent its damage, loss or misuse. A Card whose validity period has expired can not be used. The Merchant may refuse to accept the Card if its validity period has expired or if it is damaged, and upon the Bank's order it may be confiscated at the point of sale if the Bank has knowledge of the violation of regulations governing the prevention of money laundering, protection against organized crime or the financing of terrorism or other criminal acts. By entering the PIN, the Card User gives consent to the execution of the payment transaction.

The Card User is deemed to have given the consent to the payment transaction (authorization) in one of the following ways:

- a) by inserting or tapping and using the Card at an ATM, with entering the PIN or unlocking the Mobile Device when using the Digital Wallet
- b) by inserting or tapping and using the Card at a POS device and, depending on the transaction confirmation system, without entering the Card PIN or with entering the Card PIN or by unlocking the Mobile Device when using the Digital Wallet
- c) by inserting or tapping the Card at a self-service device, and, depending on the transaction confirmation system, without entering the Card PIN or with entering the Card PIN or by unlocking the Mobile Device when using the Digital Wallet;
- d) by entering and/or providing the Personalized Security Credentials, excluding the PIN, at the request of the merchant when making payments at the Online Points of Sale, by catalog or telephone sales;
- e) at the request of the merchant, by personally providing information or entering information (at an online point of sale) about the Card number, Card expiration date and the three-digit number on the back of the Card - for payment via the Internet or other similar sales (remotely);

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The Card User is obliged to keep the payment confirmation (slip) when purchasing goods and services or a cash withdrawal receipt upon the Card and/or Digital Card, for the Card User's needs and any complaints related to the purchase of goods and services.

## **5. CONTACTLESS PAYMENT**

The User of the Card has an option at the point of sale whether to make contact payment with the card (by inserting or swiping the Card on the POS device) or contactless (by tapping the Card and/or scanning Digital Card on a mobile device 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 signature or the PIN verification depends on the country of the sales terminal point according to the frames defined by the reference card company.

The consent for executing the payment transaction is given by the Card User by tapping the Card at the point of sale terminal that supports contactless payment or by unlocking the Mobile Device when using the Digital Wallet.

For the purpose of risk control as well as in other cases when it deems necessary, the Bank reserves the right to request the authorization of a certain contactless payment transaction with the corresponding PIN from the Card User prior to executing the certain contactless payment transactions.

After the realization of the 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 payment confirmation (slip) on the realized contactless payment transaction to the Card User. However, if the Card User insists on obtaining a payment confirmation (slip) on the executed contactless payment transaction, the Card User may request the issuance of the relevant payment confirmation (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 payment transaction and is obliged to regularly monitor transactions made with the Card and /or Digital Card and the balance in the corresponding Account.

The User of the Card with the contactless functionality is obliged to deal with that Card and the Digital Card with the care of a good businessman, prevent their assignment to third parties, ensure that all activities with the Card and the Digital Card at the point of sale are carried out in the User's presence and under the User's supervision.

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## **6. DAILY SPENDING LIMIT**

The Card and/or the Digital Card have a joint spending limit that can be used for payments of goods and services, cash withdrawals and other permitted purposes, up to the amount of the available daily amount determined by the Bank (limit) in accordance with the Business Card Daily Limit Overview.

The Bank independently determines daily and/or total (cumulative) limits and spending per individual Card or overall spending.

The Bank may revoke the approved limits in whole or in part if it determines that the Client or the Card User makes irregular payments in the account and is not fulfilling their contractual obligations to the Bank on time.

The Client and the Card User will be notified of the reason and intention to change the limit and/or revoke the Card limit, of an individual card or all, in advance and within a reasonable period of time, in writing and in the agreed manner of delivery of notifications, unless the circumstances do not allow so.

If the Client believes that the assumed or future amount of daily spending exceeds the set limit, then the Client may, in advance, request an increase in the spending limit (increase in the daily limit). The Client shall submit the request to the Bank's branch in writing.

The Bank shall review the request, verify the available data or request additional data, and decide on the request within eight business days. The Bank may also request additional collateral if it approves such request.

## **7. DIGITAL WALLET AND USE OF A DIGITAL CARD**

### **7.1. Adding the Card to the Digital Wallet and how to use the Digital Card**

The Client authorizes the Card User to register the Card in his/her name in the Digital Wallet in which the Bank enables the registration and use of the Card as a Digital Card. The decision to contract the Digital Wallet service with the Service Provider is made by the Card User based on the Client's authorization. The Card User is obliged to familiarize with all the conditions under which the Digital Wallet Service Provider collects, stores and uses the Card User's personal data before contracting the service.

The Digital Card User may use the Card as a payment instrument for performing payment transactions at acceptance devices or remotely, when such a form of payment is permitted, in accordance with the conditions set by the Service Provider.

The Card User consents to a payment transaction initiated using the Digital Card via Personalized Security Credentials stored in the Service Provider's Digital Wallet.

The collection of costs for payment transactions performed using the Digital Card is carried out in the same way as if the transaction is performed with a physical Card.

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The Card User can have several registered Digital Cards in the Digital Wallet. The Card Users themselves define the order of use of Digital Cards for initiating and carrying out payment transactions at the acceptance point or remotely.

The Bank is not a party to the contractual relationship between the Digital Card User and the Digital Wallet Service Provider. The Bank assumes no rights or obligations from this relationship and bears no responsibility for the availability or functioning of the Digital Wallet service.

## **7.2. Restrictions on the Right to use and Security Measures for use of the Digital Card**

The Bank as the Card issuer has the right to temporarily or permanently disable adding of a Digital Card to the Digital Wallet or the use of a Digital Card at any time if it determines that there is a justified reason for this.

The Bank will disable the use of a Digital Card:

- if the Card is blocked
- in case of the expiration of the validity of the Card on the basis of which the Digital Card was created
- in case of loss or theft of the Card on the basis of which the Digital Card was created
- at the request of the Client
- if the Bank becomes aware that the Card User's Mobile Device on which the Digital Card was created has been stolen
- if the Bank does not allow adding this type of the Card to the Digital Wallet or no longer allows adding the Card to the Service Provider's Digital Wallet.

The blocking of the Digital Card does not automatically cause the blocking of the physical Card on the basis of which the Digital Card was created

The Service Provider may disable adding or use of the Digital Card in the Digital Wallet, whereby the Bank cannot and has no obligation to influence the Service Provider regarding the availability of the Digital Wallet service to the Card User.

The Card User is responsible for protecting and ensuring the confidentiality of the Personalized Security Credentials stored in the Digital Wallet.

The obligations related to handling the physical Card, which the Card User assumes based on the Client's agreement with the Bank, also apply to the Personalized Security Credentials stored in the form of a Digital Card in the Digital Wallet.

In order to protect the Personalized Security Credentials, the Card User is obliged to conscientiously and responsibly handle the Mobile Device on which the Digital Card has been added to the Digital Wallet.

The payment transactions initiated by the Digital Card will be considered completed by the Card User, unless the Card User has previously reported to the Bank the theft, loss or misuse of the Mobile Device or their Personalized Security credentials for the Mobile Device.

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The corresponding provisions of Article 9 of these General Terms and Conditions shall apply to the responsibility of the Bank and the User for the payment transactions initiated with the Digital Card.

### **7.3. Replacing the physical Card and registering a new Digital Card in the Digital Wallet**

If the Bank issues a new card to the Client (e.g. regular card replacement after expiry, etc.) and the Card User has added it to the Digital Wallet, then the Card User must repeat the procedure for adding the newly issued Card to the Digital Wallet.

If the Bank for any reason denies the right to use the Card (card blocking) or the agreement on the basis of which the Bank issued the Card is terminated, the right to use the Digital Card automatically ceases.

If the Card User decides to remove the Digital Card from the Digital Wallet, this does not affect the option of using the physical Card. The Client is not released from the obligation to pay for the costs and fees incurred by the use of the Digital Card if it is deleted from the Digital Wallet by the Card User's decision.

If the Card User wishes to use the Card as a Digital Card again, the Card User may re-register the Card in the Service Provider's Digital Wallet.

### **7.4. Costs and fees related to registering the Card and use of the Digital Wallet**

The Card User shall bear all fees related to registering the card in the Digital Wallet, the use of the Digital Wallet and the use of the Digital Card. The Bank has no influence on the amount of the fee and the method of charging the fee by the Digital Wallet Service Provider, as well as the costs related to its service or the services of third parties that are connected with the service provided by the Service Provider.

The Digital Wallet Service User is obliged to be regularly informed on the valid terms and conditions and the fees of the Digital Wallet service with the Service Provider or third parties. If the Digital Wallet Service User was not aware of the amount of the fee charged by the Service Provider, the Bank is not responsible for the incurred cost or for the lack of information of the Service User.

### **7.5. Processing of the personal data and the data of the User by the Service Provider**

The Digital Wallet Service Provider is a separate controller of the User's personal data and is responsible for the lawfulness of the processing of such personal data for the purpose of concluding and executing the Digital Wallet Service Agreement, during the period of the contractual relationship and upon its termination. The Bank has no control over the manner in which the Service Provider collects, processes and uses the User's personal data, nor does it bear any form of liability for this.

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The Bank is not responsible for the availability of the Digital Wallet service via electronic communications networks, the functionality of which is provided by electronic communications service providers, including the User's service provider. The Bank cannot guarantee the availability or correctness of data transmission between the Service Provider and the Digital Wallet and the User's Mobile Device on which the Digital Card is stored, nor for the storage of data on the Mobile Device.

## **8. NOTIFICATION TO CUSTOMERS**

Once a month, the Bank will inform the Client about all completed payment transactions by the Statement of Balance and Changes in the Account (Account Balance Statement) and/or Credit Card Statement for Credit Cards.

For each completed payment transaction, the Bank will provide the Client with information on:

- the reference number that enables the identification of the payment transaction
- the data about the payer, when it comes to received payments
- the amount and the currency of the payment transaction (the original amount and currency of the payment transaction, and the amount in the currency of the account)
- the amount of fee/s
- the exchange rate that was applied, in case of the conversion
- the date of the debit or approval of the current account
- other data as determined by the Payment Transaction Act

The Account Balance Statement and/or Credit Card Statement is delivered to the Client by the agreed delivery method.

## **9. CARD BLOCKAGE**

The use of the Card can be temporarily restricted, for individual or all Card Users. By blocking the Card, the Digital Card is also blocked according to the circumstances listed below.

The Bank may block or deny the right to use the Card if the circumstances specified in this act or the provisions of the Payment Transaction Act occur or threaten to occur, when they refer to:

- a) reasonable suspicion of misuse of the Card (unauthorized use or use with intent to commit fraud)
- b) violation of the security of the Card, or use of the Card by actions indicating possible criminal acts or their attempt, especially criminal acts related to money laundering, terrorism or organized crime, but not exclusively
- c) when the Bank has due unpaid claims against the Client on any basis in the Bank
- d) at the Client or the Card User's request

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e) in the event of loss and/or theft of the Card or a Mobile Device on which the Digital Card is stored

f) if the Bank receives information on the termination of the Client's existence or the death of the Card User

g) in other situations related to the security of the Card, or in the situations significant for the security of the Bank or for the exclusion of risks of the contracting parties.

The Bank may block the Card and deny the use of the Card for definite or indefinite period of time, as long as there are circumstances that have caused the blockage.

The Bank may also block the Card(s) - if it judges, from available sources or documents or data that the Client will not be able to timely fulfill the obligation to pay for the incurred costs or fees related to the use of the Card.

The Client will be informed of the reason and intention to block the Card, a particular or all cards, within a reasonable time and in advance, by e-mail, letter or other means of communication to the contact details last confirmed to the Bank, unless the circumstances do not allow so.

In that case, the Bank will subsequently deliver the mentioned notifications, immediately after the Card has been blocked, as previously described. The Bank will not deliver the relevant notifications, if such actions would be contrary to the applicable legal regulations (e.g. those on the prevention of money laundering and financing of terrorism, organized crime, other criminal acts) or other security reasons - when this is determined by a mandatory regulation.

If the Card User enters the PIN incorrectly three (3) times in a row, the Card and the Digital Card will be temporarily blocked and any further use of the Card and the Digital Card will not be possible by the end of the day when the temporary blocking occurred due to entering the wrong PIN. The Bank is not obliged to inform the Client and/or Card User of such incorrect entry.

If the Card User incorrectly confirms the corresponding Personalized security credentials, the Bank reserves the right to temporarily disable the use of the Card.

## **10. NOTIFICATIONS, COMPLAINTS AND OBJECTIONS**

The Bank informs the Client of the transactions executed by all Cards through the Credit Card Statement. The Credit Card Statements are delivered to the Client (a contact person specified in the application form) by post mail or electronic mail to the e-mail address specified by the Client in the application form or can be downloaded via Internet banking e-Kent.

The Client is obliged to inform the Bank of all status and financial changes, as well as of changes in the Card User's personal data that may affect the proper fulfillment of the obligations arising from the use of the Cards.

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The Client is obliged to check the accuracy and completeness of all data on transactions indicated in the Credit Card Statement.

The Client may submit the complaints regarding the Card transaction in writing and without delay and no later than 30 days of the date of debiting the account.

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,
- by phone: 0800 0006
- by e-mail: prigovori@kentbank.hr

If it concerns the resolution of the requests or the complaints of the Client/Data Subject to the processing of personal data and the exercise of the client rights related to the processing of personal data, the complaint procedure and the deadlines under the General Data Protection Regulation and "Personal Data Protection" under these Terms and Conditions shall apply.

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

In case of the justified complaint, the Bank will act in accordance with the Client's request and in case of an incorrectly executed transaction or in case of the execution of an unapproved transaction, the amount of the incorrectly executed transaction or unapproved transaction will be returned to the Client. In case of the execution of the unapproved transaction from the Client's account, the Bank will bring the debited account to the balance that would 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 Decision on fees for business entities and residential buildings.

The Bank does not assume any responsibility for the amount of unexecuted, improperly executed or unauthorized card transactions nor fees, interest rates or damages resulting from them in the following cases:

- if the execution of an unauthorized card transaction or the non-execution or improper execution of the card transaction is the result of exceptional and unforeseeable circumstances that the Bank cannot influence
- if the execution of an unauthorized card transaction or the non-execution or incorrect execution of the card transaction is a consequence of the obligation arising for the Bank from other binding regulations,
- if the execution of an unauthorized card transaction or the non-execution or incorrect execution of the card transaction is the result of the Card User's fraud,

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- if the Client has not immediately notified the Bank, without delay and no later than within 30 days from the day of debiting the account, of a non-execution, an improper execution or an execution of an unauthorized card transaction.

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

The Bank is not responsible for the unavailability of 3D secure 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 Client believes that the Bank does not comply with the provisions of the Framework Agreement or the law governing payment transactions and payment services, the Client may send a written objection to the Bank.

The objections are submitted in one of the following ways:

- by post mail to the address: KentBank d.d., 10000 Zagreb, Gundulićeva 1,
- by telefax: 385 1 4981 910
- by e-mail: prigovori@kentbank.hr
- directly in all Branches/Business centers of the Bank.

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

The Client, the Card User and the Bank will try to settle peacefully all disputes arising from the use of the Card. If they fail to do so, the jurisdiction of the court in Zagreb is agreed upon.

In the case of a request, an objection or exercise of the rights of the Digital Wallet User as Data Subject in relation to the processing of personal data, the Bank as Data Controller acts in accordance with the General Data Protection Regulation. The Bank will provide the Client with a response without undue delay, and no later than 30 days from receipt of the request, in accordance with the General Data Protection Regulation. The deadline may be extended by an additional two months in the event

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of a complex request, of which the Client will be notified in a timely manner. The provisions of the Privacy Statement for issuing debit cards and the Privacy Statement for placements, which are also available on the Bank's website, apply for information on the processing of personal data and on a more detailed procedure of resolving requests, complaints or exercising the Client's rights in relation to the processing of personal data.

## **11. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions are available to Clients in all branches of the Bank, as well as on the Bank's website [www.kentbank.hr](http://www.kentbank.hr).

The Bank reserves the right to amend and supplement these General Terms and Conditions.

The Bank may also provide the Client with a Notice of Amendments to these General Terms and Conditions together with the Credit Card Statement for the billing period during which the proposed amendments were made.

The proposed amendments to these General Terms and Conditions will be published on the Bank's official website and in the Bank's Branches at least 15 (fifteen) days before they come into force. The Client shall be deemed to have agreed to the amendments to the Agreement if, by the date of their coming into force, the Client does not notify the Bank in writing that he/she does not accept them. Upon receiving of the Client's written notification of non-acceptance of the amendments to the Agreement, it shall be deemed that the Client has cancelled the Agreement and in that case the Client shall be obliged to settle all due obligations to the Bank arising from the use of the card without delay and return the Card to the Bank. The Bank may apply changes that are more favorable to the Client without sending a prior notification to the Client.

## **12. FINAL PROVISIONS**

By signing the Application Form/Request, the Client and the Card User accept these General Terms and Conditions and declare that they are familiar with them.

Legal and subordinate regulations and publicly available acts of the Bank that regulate business operations with business entities shall apply for all that is not regulated by these General Terms and Conditions.

If, after the adoption of these General Terms and Conditions, any issue regulated by these General Terms and Conditions is resolved in a different manner by legal or subordinate legislation, the provisions of the relevant regulation shall apply, until the appropriate amendments and supplements are made to these General Terms and Conditions.

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If any of the provisions of these General Terms and Conditions are subsequently determined to be null and void, this shall not affect other provisions of these General Terms and Conditions, which in such case shall remain valid provided that the Bank and the Client shall replace the null and void provision with a valid one that will, to the greatest extent possible, enable the achievement of the objective intended by the provision that has been determined to be null and void.

These General Terms and Conditions have been drawn up in accordance with the positive regulations of the Republic of Croatia which shall also apply to their interpretation.

The communication between the Client and the Bank regarding these General Terms and Conditions shall be in the Croatian language.

These General Terms and Conditions shall enter into force and apply from 5 May 2025.

In Zagreb, 16 April 2025