

**General Terms and Conditions of the operations
for the acceptance of the cards
at EFT POS terminals**

This is a translation of the original Croatian text. This translation is furnished for the customer's convenience only. The original Croatian text will be binding and shall prevail in case of any variance between the Croatian text and the English translation.

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1 Data on the payment service provider

1.1. The payment service provider for contracting the acceptance of the Card is:

KENTBANK d.d. Zagreb, Gundulićeva 1, Zagreb, Republic of Croatia
Registered with the Commercial Court in Zagreb, MBS: 080129579, OIB: 73656725926
Tel: +385 1 4981 900
Fax: +385 1 4981 910
E-mail: kentbank@kentbank.hr
Internet page: www.kentbank.hr
SWIFT: KENBHR22
IBAN: HR5741240031011111116
(hereinafter: the Bank)

1.2. Unless otherwise specified in these General Terms and Conditions of the Framework Agreement on the Card Acceptance (hereinafter: General Terms and Conditions) and neither under the special conditions as determined in the Framework Agreement on the card acceptance (hereinafter: the Framework Agreement), all the communication with the Bank may be effected in writing, to the address of the headquarters, by e-mail at kentbank@kentbank.hr; by phone at +385 1 4981 900 and by fax to +385 1 4981 910.

1.4. Applicant and the Bank mutually agree that this Framework Agreement does not serve exclusively for financing certain products and / or certain services; therefore, a loan agreement in the sense of the Consumer Credit Act and other regulations governing the consumer protection is not related, so the Applicant undertakes to directly resolve its relationship with the User, as provided for in Article 13 of this Framework Agreement. In order to avoid any doubt, the Applicant and the Bank mutually agree that the User chooses herself / himself, without interfering of the Bank in any way, which products and / or services will be purchased by the Card as a payment instrument and at which Applicant will the User buy them.

2 Terms

2.1. Unless otherwise explicitly stated in the Framework Agreement, the terms used in the Framework Agreement have the following meaning:

User: Person to whom the card has been issued.

Card: A payment instrument used as a non-cash asset for the payment of goods and / or services issued by the Bank or a legal entity obtaining authorization to issue cards of certain card payment schemes, as defined in the Payment Transaction Act and the Electronic Money Act as determined by the separate provisions of the Frame Agreement.

Applicant: A business entity, whether acting as a legal entity, craft or other economic form, that concludes a Frame Agreement with the Bank in order to accept the Card as a non-cash means of payment of goods and / or services.

Sales place: The Applicant's place of sale of the goods and / or services where the Card is accepted as a non-cash payment instrument and that, in order to avoid any doubt, also includes a device / validator that, by means of scanning or pulling the card, records the receipt of the card that is included in the List of the Points of Sale that form an integral part of the Frame Card Agreement.

Sales Point Limit: The amount of the purchase price the payment of which can be accepted as non-cash payment facility at a particular Sales Point without the need for the cost authorization from the Bank, and by taking all the other actions necessary to accept the Card under the Frame Agreement. The Bank determines the initial Limit Selling Point by the Special provisions of the Frame Agreement.

Cost Records: Transaction Certificate that the User authorizes, ie. agrees to a payment transaction (hereinafter: slip) or (i) signature, regardless of whether it is signed on an auto-printed EFT-POS terminal or by a signature of the slip that is located on the display of the corresponding device; or (ii) entering the PIN on the EFT-POS terminal; or (iii) personal delivery of the Card to the point of sale for recording the transaction by the card on the device for its receipt depending on the Specific Terms; or (iv) scanning the Contactless EFT_POS terminal or Validator.

Sum of expenditure: The sum of all records of the Applicant's expenditures in certain calculation period to be delivered to the Bank, either as transfer of transaction data from the EFT-POS terminal as a collection slip, for the payment of goods and / or services sold to the Users in that Accounting Period

Calculation period: The period corresponding to the calendar month in which the Applicant submitted to the Bank the Records on the Transaction Account Records.

POS: EFT-POS terminal, Virtual POS terminal, Contactless EFT-POS terminal and Validator.

Expense Records: A Transaction Certificate that the User authorizes, ie. agrees to a payment transaction (hereinafter: slip) or (i) signature, regardless of whether it is signed on an auto-printed EFT-POS terminal, or by a signature located on the display of the corresponding device; or (ii) entering the PIN on the EFT-POS terminal; or (iii) physically handing over the Card at the point of sale for transaction logging on the card to receive it, depending on the Specific Terms; or (iv) interfering with a Contactless EFT_POS terminal or Validator.

EFT-POS terminal: An electronic device installed at the Applicant's point of sale where, based on the required data (such as the amount of the cost manually entered or downloaded from another source, the data downloaded from the payment card and entered PIN in case when the PIN is required), the message is sent to the computer of the Card issuer or an institution to which the Card issuer entrusted the verification of the authenticity of the terminal, card and PIN identification for the purpose of the authorization and recording the cost amount.

Contactless EFT-POS terminal: EFT-POS terminal where the Card is accepted by pulling or inserting the Card and it is also possible to slip the Cards that have contactless functionality.

Validator: an electronic device that allows the acceptance of the Card for the payment of the use of the city services, provided by the companies and the institutions owned by certain cities in the territory of the Republic of Croatia.

Imprinter: Mechanical device to print data from the card to the Slip.

PIN: Personal secret number issued by the Card Issuer to the User of the Card for the purpose of verifying the identity of the User with electronic equipment.

International card companies: Businesses entities operating by the international payment schemes, including but not limiting to: Diners Club International, MasterCard International, Visa International, Discover Financial Services, JCB International.

Transaction: Acceptance of the Card as the payment instrument for non-cash payments of the purchase price of the goods and / or services of the Applicant at the points of sale in accordance with the Frame Agreement.

A Respondent Individual whose identity can be identified; a person who can be identified directly or indirectly, particularly with the help of identifiers such as the 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 a Customer of the Bank.

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

Processing Controller - a natural or legal person, body of public authority, agency or other body that alone or with others determine the purposes and means of processing personal data; where the purposes and means of such treatment are laid down by the Union law or by the law of a Member State, a Processing Controller or separate criteria for her / his appointment may be provided for by the Union law or the law of a Member State. For the purpose of this document, a Processing Controller is the Bank.

3 Subject matter and integral parts of the Frame Agreement

3.1. The frame agreement regulates the rights and obligations of the Bank as a provider of the payment services, contracting the acceptance of the Cards as a payment instrument issued by the Croatian National Bank as well as the rights and obligations of a business entity accepting the credit cards for the payment of goods and / or services within its registered activity that is not contrary to the public order and moral of the company.

3.2. The frame agreement shall consist of: (i) Special provisions specifying the type of the Card to be accepted, the amount of the fee for enabling the acceptance of the Card and other rights and obligations of the Contracting Parties arising out of the particularities of the type of the Card, (ii) of these General Terms and Conditions, (iii) all the Bank's acts to which these General Terms and Conditions apply to, (iv) all the documents to which these General Terms and Conditions apply as an integral part of the Frame Agreement. The rules of international card houses and / or card payment schemes to which the General Terms and Conditions refer are available on their website and may be amended from time to time in the manner as set forth in these General Terms and Conditions.

4 Conclusion of the Frame Agreement and its entry into force

4.1. A person wishing to conclude the Frame Card Acceptance Agreement may at any time request from the Bank all integral components of the frame agreement for preferred card type and may personally take them over in the branch of the Bank in Zagreb, Gundulićeva 1 or via the Internet page of the Bank www.kentbank.hr and, if it has a head office outside of Zagreb, it may request their delivery by postmail to the required address.

4.2. The Frame Agreement shall enter into force in writing and shall be deemed to have been concluded at the time when it is signed by both Contracting Parties, ie. when signed by the last Contracting Party. Exceptionally, in the event when the conclusion of the Frame Agreement is provided to the Applicants with whom, as at the day of entering into force of this Terms and Conditions, the Bank has already concluded the Card Acceptance Agreement which is replaced by the Frame Agreement upon the entry into force of these General Terms and Conditions, the provisions of Article 265, Item 3 of the Civil Obligations Act, effective on the date of entry into force of these General Terms and Conditions.

4.3. The Framework Agreement shall be concluded under the deferred condition that the Bank, within 15 (fifteen) days from the date of signing the last of the Contracting Parties, obtain the International Card Holders' License requesting the prior verification of the Applicant for the entry of the Applicant into the IT system. If the entry of the Applicant is not possible within 15 days from the date of the conclusion of the Agreement, it shall be deemed not to have been concluded. The Bank shall, without a delay, within three (3) working days from the fifteen-day deadline, notify the Applicant whether the deferred condition for the conclusion of the Frame Agreement has been concluded. By submitting the signed copy of the Special Provisions, the Applicant confirms that the Bank has fulfilled its obligation under Article 19 of the Payment Transactions Act.

5 Service that is the subject of the Frame Agreement

5.1. Pursuant to the Frame Agreement, the Bank authorizes the Applicant to accept the Cards as the payment instrument for non-cash payments of goods and services of the Applicant within its registered activity on the Applicant's points of sales listed in the List of the Sale's Points, that form an integral part of the Frame Agreement.

5.2. In order to allow the acceptance of the Cards from the previous paragraph of this Article, the Applicant shall pay the Bank a fee which, in relation to each of the Card, is determined by separate provisions and expressed in two decimal places.

5.3. The fee in separate provisions is determined in the net amount and may be subject to the VAT calculation in accordance with the regulations in force at the time of the acceptance of the Card.

5.4. If the Card is accepted in accordance with the Frame Agreement, the Bank shall, within the time limit and in the manner as specified in the Special Provisions, pay to the Applicant the amount of the purchase price stated in the Cost Record for the goods and / or services for which the User Card is accepted as a non-cash payment instrument at the Applicant's Sales Point, decreased by the amount of agreed fee for the Card acceptance.

6 Insuring technical-technological preconditions by the Applicant

6.1. The Contracting Parties agree that the subject matter of the Frame Agreement is not technical and technological acceptance of the Cards by the Applicant nor the use of the POS terminals.

6.2. The Applicant shall, in accordance with her / his business decision, insure technical and technological conditions for the acceptance of the Card, in all in accordance with the Frame Agreement and especially the Performance Specification for the acceptance referred to in Paragraph 15.1 of these General Terms and Conditions.

6.3. The Bank undertakes to provide to the Applicant and its selected provider of services for insuring technical and technological conditions for the receipt of the cards all information and other reasonable assistance required for the communication of the EFT POS terminals with the information system of the Bank.

6.4. If the Applicant is unable to insure technical and technological conditions for the acceptance of the Card, the Bank shall, at the request of the Applicant, insure the above conditions under the conditions as agreed upon by the Bank and the Applicant and determine the use of POS terminals by a special agreement, which shall, inter alia, the Bank provide to the Applicant.

7 General obligations of the Applicant in the acceptance of the Card

7.1. Unless otherwise stipulated by the Special Terms and Conditions, the Applicant undertakes to ensure that the Card is accepted as the payment instrument for non-cash payment of goods and / or services by pulling, inserting or scanning the Card through the POS terminal which is performed by an authorized employee of the Applicant, and only if the following conditions are cumulatively fulfilled:

In case of the transaction at the POS terminal:

- (i) the Customer and the Card are at the same time physically located at the point of sale, except in cases specifically approved by the Bank in accordance with the specific provisions of the Frame Agreement;
- (ii) that the Card has recognizable visual features of the affiliated International Card House and / or Card Payments Scheme and that it is not damaged or visually altered;
- (iii) that the Card is duly signed and that the User of the Card is signed on the Expenditure Record in front of the Employee at the Point of Sale by a signature identical to the back of the Card;

- (iv) that, if the confirmation of the transaction requires entering of the PIN on the POS terminal, the PIN is entered solely by the User and the Applicant is obliged to ensure that the User does so in the conditions of confidentiality;
- (v) that the date of the transaction by the Card is identical to the date in the account and that the amount in the account is equal to the amount on the Expenditure Record;
- (vi) that the last four digits of the Card are identical to the numbers on the Expenditure Record;
- (vii) that the transaction is authorized and the number of the authorization is located on the Expenditure Record.

7.2. Applicant is obliged to ensure that the points of sale follow binding instructions that the Bank delivers to the Applicant prior to the start of card acceptance at the points of sale in order to acquaint them with

- (i) the procedure of the use of POS terminals, and / or
- (ii) the Card Acceptance process and / or
- (iii) other actions or omissions that the Applicant is required to provide by the Points of Sale for the purpose of the regular accepting of the Cards, as these instructions may be amended from time to time in the manner as provided in Article 26 of these General Terms and Conditions.

7.3. Operating instructions form an integral part of the Frame Agreement. The Applicant agrees that the provisions of Article 26 of these General Terms and Conditions shall not apply to the Operating Instructions relating to the realization of new Bank products, or to any acts and / or omissions that are not regulated by the previous Operating Instructions and do not constitute amendments to the Frame Agreement. In relation to such Operating Instructions, the Applicant undertakes to ensure that the points of sale acts in accordance with them immediately upon the receipt and within 3 (three) working days at the latest from the date when the Applicant received the Operating Instructions by which these Instructions become an integral part of the Frame Agreement.

7.4. Unless otherwise agreed, the Applicant undertakes to ensure that each Point of Sale on which the POS terminal is installed always and exclusively utilizes the POS terminal to accept the Card.

7.5. In the event of a suspicion to the validity of the Card or the identity of the person who wishes to use the Payment Card at the point of sale with a person whose name is printed on the Card, the Applicant is obliged to ensure that the employee of the point of sale calls the Bank on the telephone number specified in the Operating Instructions for the instruction on the further procedure and to proceed in accordance with the instruction, which may include holding and cutting the card horizontally so that the hologram, magnetic strip and the card number can not be damaged, unless it does not endanger the safety of an employee of the point of sale.

7.6. In the event of doubt about the validity and possible misuse of the Card, the Applicant shall ensure that the point of sale informs the Bank thereof immediately on the telephone number specified in the Operating Instructions i.e. other fastest possible way.

7.7. The Applicant is required to ensure that the authorized employees of the point of sale follow the instructions at the POS terminal at each card acceptance at its monitor and / or printout.

The Applicant is required to ensure that the point of sale does not share a cost to several lower costs (split charges) in order to:

- a) avoid the need for authorization or
- b) obtain the authorization for smaller individual amounts of costs after the authorization for the actual cost amount has been rejected.

7.9. If it has enabled manual entering of the transaction, the Applicant undertakes to compensate to the Bank for any costs incurred for the forged, stolen or lost cards as well as an assumed risk of

complaints based on the lack of physical presence of the card and the user at the moment of initiating the transaction.

7.10. The Applicant understands and agrees that the agreements he or she intends to conclude with third parties for the purpose of selling their products and / or services, including but not limited to mediation contracts, must comply with the rules of International Card Houses and / or Card Payment Schemes and all instructions of the Bank that form an integral part of these General Terms and Conditions. On the contrary, the Applicant agrees that, in the event of any dispute, the provisions of International Card Holders and / or Card Payments Schemes shall apply.

7.11. The Applicant is obliged to issue a previous written consent of the Bank to enable the advance payment.

7.12. The Applicant bears responsible for all the costs incurred by any complaint by the Customer for the costs incurred on the basis of advanced payment.

8 Authorization and pre-authorization of the transactions

8.1. If the total cost of a particular User exceeds the amount of the Selling Point Limit or the Customer Card purchases goods and / or services at the Selling Point via the Internet, telephone, written orders or contactless payments, irrespective of the amount of the expense, the Applicant is obligated to ensure that the point of sale is required to obtain the approval by the Bank to accept the Card (authorization), unless otherwise agreed.

8.2. The obtained approval of the Bank is evident through the assignment of the authorization number of the transaction that is the point of sale, if it does not use the POS terminal it is obliged to enter the expenditure records in the form. The date of the authorization must be equal to the date of the cost occurrence.

8.3. If, in any case, the Bank refuses to issue an authorization, the point of sale is obliged to obtain the authorization of the Bank for each acceptance of that Card on the same day and also for the acceptance for the purpose of settling the Expenditure up to the limit amount of the point of sale. If the authorization is denied with the message "sieve the card", the point of sale can not accept the card, but should act in accordance with the provision of Item 7.5 of these Terms and Conditions.

8.4. If the point of sale, contrary to the Agreement, has not requested and / or received the approval for a particular acceptance of the card or if the obtained number has been incorrectly entered in the Expenditure Record form by the fault or negligence of the point of sale or has violated the obligation under Article 7 of these General Terms and Conditions, the Bank is entitled to request the payment of a contractual penalty in the amount of that Transaction, which is due simultaneously with the Bank's first obligation under paragraph 9.6 of these General Terms and Conditions and terminates by its set off.

8.5. In order to avoid any doubt, the assignment of the authorization number (approval) by the Bank does not mean the Bank's obligation to the payment from Paragraph 9.6. of these General Terms and Conditions.

8.6. If required by the nature of the job and if there are technical options for this, the point of sale may issue a pre-authorization of the cost paid by the card. When pre-authorization is requested, the Applicant must identify itself with the number (MID) assigned by the Bank to the Point of sale for this type of the sale.

8.7. Pre-authorization has the character of providing the obligation to provide authorization upon the execution of services for the transaction up to the amount for which the pre authorization is given provided that the deadline set by the card issuer did not pass and that the card holder does not dispute the receipt of the goods and / or services.

8.8. In the event of any dispute relating to pre-authorization, the rules and the deadlines provided for in the Bank's Instructions and the Rules of the International Card Holdings and / or Card Payments Schemes shall apply.

8.9. The applicable basis for the collection of the pre-authorized cost is solely signed by the slip authorization i.e. the receipt of pre-Authorized funds through the POS terminal. In the case of the unspecified slip, any costs incurred by any complaint shall be borne by the Applicant.

9 The time of the receipt of the payment order and its execution

9.1. By submitting to the Bank the Cost Record and Total Expenditures containing all the necessary data that the Bank has not disputed in accordance with the Frame Agreement, the Applicant initiates a payment order for the transactions listed in the Cost Record i.e. Total Expenditures.

9.2. If the time of the receipt of the payment order from the previous paragraph of this Article in relation to the Transactions generated by VISA and MasterCard Cards is not the working day of the Bank or if this is the order received on a working day, from Monday to Friday, but after 14:00 hours, it is considered that the payment order is received the following working day.

9.3. The Applicant undertakes to ensure that all the Points of sale using the POS Terminals of the Bank electronically transmit the Data on the Cost Record as well as the Total Expenditures under all Cost Records that are simultaneously exported, not later than the following business day from the date of the Transaction.

If the Applicant violates this obligation and the Card User disputes the cost, the Applicant agrees to pay the Bank a contractual penalty in the amount of that transaction, which is due at the same time as the Bank's first obligation under Paragraph 5.4 of these General Terms and Conditions, irrespective of the transactions it relates to or cease by the off set. If there are no possibility for the offset, the Applicant is required to pay a contractual penalty upon the invitation of the Bank, within the time limit set by the Bank.

9.4. The sum of all the Cost Records delivered to the Bank together must be shown in the Total Expenditures, that is simultaneously delivered to the Bank.

9.5. The Records of expenditures made via the Card of domestic and foreign Users are filled in HRK and the amount under Paragraph 9.1 is paid in kunas, unless otherwise agreed with the Applicant.

9.6. The Bank undertakes to pay to the Applicant the amount referred in Paragraph 5.4 of these General Terms and Conditions within the time limits set in the Special Provisions of the Frame Agreement.

In order to avoid any doubt, the Applicant gives the instruction to the Bank to issue the payment service provider a payment order of the amount under the previous paragraph of this Article in favour of the giro account of the Applicant within the time limit set in relation to each particular Card under the special provisions of the Frame Agreement.

9.7. The Bank and the Applicant agree that the Applicant's obligation to pay for the fees referred in Paragraph 5.2 of these General Terms and Conditions shall be due on the date on which the Bank's obligations under the preceding paragraph of this Article are due and the Obligations of the Applicant for the payment of the fee shall terminate by the offset with the Bank's obligation to pay the amount under Paragraph 5.4 of these General Terms and Conditions and the Applicant agrees that the Bank shall issue an order under the previous paragraph of this Article by the amount corresponding the difference between the amounts referred in paragraphs 5.4 and 5.2 of these General Terms and Conditions.

9.8. The Applicant also agrees that the Bank may deduct the payment referred in Paragraph 5.4 of these General Terms and Conditions by the amount of any approvals issued by the Applicant, as well as for any other due amount that the Applicant owns to the Bank on the basis of the Bank's notice of bookkeeping.

9.9. The Applicant is obliged to keep the Cost Records and Total Expenditures in accordance with the provisions of the relevant regulations on keeping the accounting documentation, and at least 7 (seven) years from the date of the Transaction and deliver them upon the submission of the Bank within 8 (eight) days.

9.10. If, at the request of the Bank, the Applicant does not submit to the Bank correct and properly completed and signed Cost Records and / or the Total Expenditures within the time limit referred in the preceding Article and the Card holder disputes the expense, she / he will pay to the Bank a contractual penalty in the amount of that Transaction which is due at the same time as the first obligation of the Bank under Paragraph 5.4 of these General Terms and Conditions, irrespective of which Transactions relate to this obligation and terminates with its offset.

9.11. The Applicant is obliged to ensure that an access to the Cost Records and the Total Expenditure only have the authorized persons of the Applicant.

10 Account and Payment Transaction Notice

10.1. Unless otherwise agreed upon, the Bank shall issue to the Applicant a monthly fee referred in Paragraph 5.2 of these General Terms and Conditions which it charges on the basis of each Transaction notified in the Accounting Period to which the Account relates.

10.2. In the account referred to in the preceding paragraph of this Article, the Bank shall disclose the information that it is required to provide in accordance with the regulations upon the execution of a particular payment transaction.

10.3. The Applicant understands and accepts that the fee from Paragraph 5.2. of these General Terms and Conditions that relate to the payment cards within the four-way payment scheme consists of:

- (i) the multilateral charges disclosed by the individual card schemes,
- (ii) the cost of the single card scheme and
- (iii) the price of the acceptance with included cost of processing the transactions of the Bank.

The Applicant may request from the Bank that the above mentioned payment items for the payment cards within the four-way payment scheme are specified in a separate account from Item 10.1. of these General Terms and Conditions and in that case she / he must submit the written request to the Bank via e-mail: kentbank@kentbank.hr or by post mail to the address KentBank, Zagreb, Gundulićeva 1, 30 days prior to the beginning of the Accounting Period for which the Applicant seeks the disclosure of the individual fee items for the payment cards within the four-way payment schemes in the account.

10.4. Unless otherwise agreed, the Applicant agrees that the account referred in Paragraph 10.1 shall be submitted monthly in a paper form which is delivered by an ordinary mail to the last address that the Applicant delivered to the Bank as a contact address.

11 Unauthorized transactions and refusal of the payments by the payment order initiated by the Applicant

11.1. The Bank will not accept the payment order initiated by the Applicant and will not make a payment under Article 9 of these General Terms and Conditions, irrespective of whether it has given the authorization referred to in Article 8 if:

- (i) no account has been issued based on the Cost Records;
- (ii) the amount on the Cost Records does not match the amount in one account of the Buyer for the sale of goods and / or services to which the Records of Consumption relates;
- (iii) The Buyer, upon request of the Bank, shall not deliver to the Bank the invoice for the goods and / or services upon which the Records are based within 8 (eight) days from the date when the Bank requests so;
- (iv) the basis for invoicing is not a contract for the sale of goods and / or services in accordance with the regulations of the Republic of Croatia, the business morality or morality of the company, especially if the Cost Records is made in order to pay cash to the User for insuring the payment i.e. the debt insurance for the purpose of obtaining unlawful property gains due to a difficult property conditions or ignorance of the User;
- (v) the acceptance of the Card after which the Cost record was made was not, in any other way, performed in accordance with the Agreement.

11.2. Any costs that may arise from disrespecting the obligations of Applicant, ie. its point of sale, as determined by the Frame Agreement shall be borne by the Applicant.

11.3. If the criminal proceedings are initiated against an employee of the Applicant for suspicion of enabling, assisting or participating in the misuse of the Card, the obligation of the payment to the Applicant of the amount referred to in Paragraph 9.6 to the amount attributed to the misuse shall be due on the date of the final termination of the criminal proceedings.

11.4. The Bank reserves the right to charge the Applicant for any amount paid pursuant to Item 9.6 of these General Terms and Conditions, as well as for the amount of the interest, fees and any other amount that the User has paid to the Bank and approved by the Bank, if it is subsequently determined that the point of sale did not comply with the provisions of the Frame Agreement, particularly if it is found that the cost was incurred by the misuse of the Card at the Applicant's Point of Sale. In the event that the Bank has already paid for the disputed amount, the Applicant agrees that the Bank will reduce the following payment under any account of the Applicant by this amount.

11.5. The Applicant understands and agrees that, in accordance with enforcement regulations, the Agreement with the card issuer and the rules of international card houses and / or the card payment schemes, the card holder is entitled to dispute granting the approval for the transaction.

If a card holder successfully disputes the transaction, the Applicant understands and accepts that the payment order from Paragraph 9.1 will not be executed and if it has already been executed, the Applicant agrees that the Bank reduces any subsequent payment to the Applicant by the amount of the disputed transaction.

11.6. The Bank obliges to inform the Applicant in writing, without a delay, the next business day upon finding about the existence of any of the reasons for not allowed transactions, i.e. the rejection of the payment under the payment order initiated by the Applicant, according to the last contact information provided to the Bank for delivery of the notification under the Frame Agreement.

12 Dealing by the Applicant in the event of a dispute for not allowing the transaction, rejecting payment upon an order for the payment initiated by the Applicant and timeliness of executing the payment transaction

12.1. If the Applicant considers that there are no reasons why the Transaction would be unauthorized or considers that the payment upon the payment order was denied without the basis or that the payment transaction on the basis of an order was not executed regularly, she / he is obliged to report on the reasons to the Bank by submitting the written objection within 3 (three)

business days from the receipt of the Bank's notice referred to in Paragraph 11.6 of these General Terms and Conditions.

12.2. Upon receipt of the objection, the Bank will conduct the procedure provided for in the internal rules for resolving the objection of the Applicant and within seven working days from the date of its receipt, inform the Applicant of the steps undertaken to prove the permission of the transaction or the existence of the reasons for refusing the payment upon the payment order. Immediately upon completion of the proceedings, the Bank will inform the Applicant of the outcome of the proceedings.

If the Bank determines that the transaction was unauthorized and / or that there were no reasons for refusing the payment upon the order, the Bank shall, without delay, make a payment upon an order. If the payment transaction has been irregularly executed, the Bank shall, without delay, undertake all necessary activities for the proper execution of the transaction.

12.3. In the event that the Applicant disputes the orderly execution of the payment transaction for the reasons arising from the contractual relationship between the User and the Applicant, the provisions of Article 13 of these General Terms shall apply.

13 Complaints by the card holder

13.1. The Bank shall not be liable for any damages that may arise to the User as a result of non-fulfillment or partial fulfillment of the contractual obligations by the Applicant.

The Applicant agrees to be solely responsible for the business operations with the Card holders, in particular for the completeness, integrity and quality of all the products and / or services offered in its sales premises, ie. their material or legal deficiencies and undertake to compensate to the Bank for any damages that might arise to the Bank out of the failure to fulfill or partially meet the contractual obligations to the Cardholder by the Applicant.

13.2. The Applicant agrees that any possible Customer's complaints or objections concerning the quality and delivery of the goods and / or services, i.e. legal or material deficiencies of the goods and / or services, will be settled directly with the User in accordance with applicable regulations.

13.3. The Applicant obliges to interfere or get involved with any procedure that is directed against the Bank in relation to the requests or the complaints of the User on the quality or the delivery of the goods / services. i.e. legal or material deficiencies of the goods and / or services and to compensate to the Bank for any damage that may arise from such a procedure, including the expenses or any other amount that the Bank should pay to the User or a third party as the result of the procedure.

13.4. If the card holder refers the complaint to the Bank that relates to the transaction, the Applicant obliges to deliver to the Bank the written explanation, upon the received notice on the respective complaint and within the period as determined by the Bank, containing all corresponding documentation (eg. the copy of the invoices for the purchase of goods and /or services, the copy of the cost records and similar) that relate to the Transaction related to the complaint by a cardholder.

13.5. The Cardholder's Complaints under paragraph 13.4. of these General Terms and Conditions that exclusively relate to the Transaction shall be deemed justified if the Bank does not receive the written explanation of the Applicant upon the expiry of the time limit for the written explanation and the delivery of the documentation indicated in the notification on the complaint related to the transaction or, if it stems from the explanation that the Applicant has failed to comply with the provisions of this Frame Agreement. In such a case, in relation to the complaint referred in the Item 13.4. of these General Terms and Conditions which trelate to the transaction, the Bank shall have the right to act in accordance with Article 11 of these General Terms and Conditions.

13.6. If the Cardholder submits the complaint to the point of sale for the goods and / or services for which the Card is accepted as a non-cash payment instrument and the point of sale accepts the refund of the goods and / or services on the basis of the justified complaints, ie. the cancellation and the reduction of the costs, the point of sale is obliged to issue to the Bank the written approval for the cancellation i.e. the reduction of the transaction amount in the shortest possible time, in which case the Bank shall act in accordance with Paragraph 9.8 of these General Terms and Conditions.

13.7. The Contracting Parties agree that, in the event when the amount of the transaction is incorrectly entered or the Cardholder exercises her / his right to reduce the purchase price or return the purchased goods for its disadvantages or for any other reason, the Customer's complaints shall be technically resolved as follows:

a) when the original Transaction is in the POS terminal memory, if the transaction amount has not yet been paid to the Applicant, the Applicant shall, in the agreement with the Cardholder User, cancel the Transaction in the full amount.

b) when the original transaction is no longer in the POS terminal memory and the amount or the part of the amount of the cost has already been paid to the Applicant, the Applicant shall provide to the Bank the form for completing the whole or partial return of the money to the Cardholder, where, in addition to the Applicant, the signature of the Cardholder is required to be signed. On the basis of the form, the Bank issues a bookkeeping note on the basis of which it repays the paid amount with the return of the fee from Paragraph 5.2. according to the Applicant.

14 Special Responsibilities of the Applicant when accepting the cards without the parallel physical presence of the cards and the cardholder at a point of sale

14.1. Any acceptance of the card as a payment instrument for non-cash payment without the simultaneous physical presence of the Card and the Cardholder at the point of sale is permitted only if the Applicant and the Bank arranged so by the special provisions.

15 Special Obligations of the Applicant when Accepting the Card for the Payment of the Hotel Services

15.1. The Hotel Service Procedures that make an integral part of the Frame Agreement shall apply in all cases of the acceptance of the card for the payment of hotel services.

15.2. The Applicant understands and agrees that, in the event of the complaint by the Cardholder, due to debiting the Card of that Cardholder because of the failure to come or untimely cancel the provisions, in accordance with the rules of the International Card houses and / or Card Payments Schemes, she / he may charge the Cardholder only for the cost of one overnight stay.

16 Special Obligations of the Applicant when accepting the payment card services for the rent of vehicles, vessels and other means of the transportation

16.1. The Procedure for the rent of immovable properties that form an integral part of the Frame Agreement are applicable in all cases of the card acceptance for the payment of the rent of the transportation means.

17 Special obligations of the Applicant when accepting the payment card for the goods and / or services on the basis of the telephone order and / or a written order submitted by the remote communication means (mail, fax, etc.)

In all cases accepting the MasterCard and Visa Card for the payment of goods and / or services based on the telephone order and / or the written order submitted by the remote communication means (mail, fax, etc.), the Applicant undertakes, regardless of the expense amount, to obtain pre-authorization from the Bank and explicitly emphasize that this is a telephone order or a written order submitted by the remote communication means.

17.2. In requesting the pre-authorization and authorization, the Applicant must be identified by the number (MID) assigned by the Bank to the Sales Point for this type of the sale.

17.3. In the case under Paragraph 18.1, the Applicant is obliged to request from the Cardholder to indicate in writing the following:

- a) Name and surname of the Cardholder;
- b) OIB of the Cardholder and OIB of the business entity if this is about the business Card;
- c) The data on the Card required for the operations, that she / he is obliged to keep in accordance with Article 23 of the General Terms and Conditions;
- d) Description and the list of the ordered goods ;
- e) The order amount;
- f) Delivery address;
- g) The address of the receipt of the invoice;
- h) The data on the delivery of the goods;
- i) Signatures of the Card holder and receiver of the goods.

18.4. The Applicant is obliged to list the following data on the cost record:

- a) Name and surname of the Cardholder;
- b) The data on the Card required for the operations, that she / he is obliged to keep in accordance with Article 23 of the General Terms and Conditions;
- c) Number, title and address of the point of sale
- d) The date of the cost records, the date when the previous approval was requested or the date when the goods / services are delivered;
- e) the amount of the cost record;
- f) the approval number;
- g) In the space designated for the Cardholder's signature, to specify "mail order" or "telephone order" or S.O.F. (signature in the record).

17.5. The Applicant shall send the Cost Record that relate to a particular transaction to the Bank for the collection the day of the delivery of the goods or the execution of the services.

17.6. If the Cardholder has personally come to take over the order, the Applicant is obliged to obtain the signature of the Cardholder on the Cost record that was pre-authorized i.e. authorized.

17.7. The Applicant agrees to retain the receipt confirmation of the goods signed by the acquirer.

17.8. The certificate referred to in the previous paragraph must contain information sufficient to identify the acquirer that fully comply with the order data and the Cost Records.

17.9. The Bank will pay to the Applicant the cost amount incurred on the basis of the written or telephone order only if the authorization is obtained and if the Cardholder does not dispute this cost.

17.10. The Applicant gives consent to and agrees that, in the event that the cost is already paid and the Cardholder subsequently disputes it, the Bank is entitled to withdraw the disputed amount from the other amount payable to the Applicant on any ground.

17.11. The right from the previous paragraph shall also be provided by the Bank in the case of the authorization for the disputed amount.

18 Liabilities Related to the Status, Organizational and Other Business Changes of the Applicant

18.1. The Applicant undertakes to deliver to the Bank without delay the written notice of intended status, organizational or other business change (change of authorized persons, business bank, business account number, point of sale, telephone number, contact person information etc.) significant to the performance of this Agreement.

18.2. Until the day of the receipt of the notification referred to in the preceding paragraph of this Article, the Bank shall exercise the obligations of this Agreement in accordance with the information provided therein, and any damages that may arise due to the failure of the Applicant to timely notify the Bank of the changes in a timely manner shall be borne by the Applicant.

19 Obligations of the Applicant regarding the use of the Bank's logo, trademark, marketing and other materials

19.1. The Applicant is obliged to exhibit the material provided to him by the Bank at each point of sale for the purpose of notifying the Cardholder of the acceptance and the conditions of the acceptance of the cards as well as for the purposes of marketing, among other, the materials required to meet the Bank's obligations in accordance with the regulations governing, inter alia, the card acceptance, crediting and consumer protection, the visual labels of the accepted cards, trademark and other features of the Bank, including the card holder stands and labels promoting any actions that will be periodically organized in the manner required by the Bank.

19.2. If for any reason it ceases to accept the Cards, the Applicant is obliged to immediately remove all material from the previous paragraph of this Article at its expense and return it to the Bank.

19.3. The Applicant is obligated to use the name, logo, trademark or other protected label of the Bank and / or Card only in a way that it safeguards the Bank's business reputation and undertakes not to use the name, logo, trademark or other protected label of the Bank and / or the Card except for its promotional purposes, based on the prior written consent of the Bank.

19 The obligation to keep the data confidentiality

20.1. The Frame Agreement, with all the modifications, is a business secret other than in the part of these General Terms and Conditions and the Work Instructions and the Applicant and the Bank undertake to keep its provisions secret.

20.2. The Applicant particularly undertakes that she / he will keep the data and any other User data necessary for its operation in her / his Card data system under the utmost secrecy as well as undertake all measures and activities required to prevent their misuse and she / he is particularly obliged to adhere to the standards and data protection measures of the users in the card industry payment card industry data security standard, available at www.pcisecuritystandards.org/security_standards/pci_dss_download.html (hereinafter: PCI DSS). The Applicant agrees to align with PCI DSS as soon as possible and obtain the Compliance Certificate or other appropriate compliance document with PCI DSS (hereinafter together: Compliance Certificate), as prescribed by PCI DSS, and agrees to notify the Bank of this. Upon the expiration of the Compliance Certificate, the Applicant undertakes to obtain the new Compliance Certificate and, upon each request of the Bank, provide it for an insight. Besides, the Applicant undertakes to independently monitor all the standards and requirements of PCI DSS. The Applicant is obliged to compensate the Bank for any damages, costs, penalties imposed by the card schemes and all other fees that may arise for the Bank due to the Applicant's non-fulfillment of the contractual obligation under this Article.

20.3. The Applicant particularly agrees that she / he will not under any circumstances save the entire contents of the chip and / or the magnetic strip of the Card; that, under no circumstances will she / he save the CVV2 or CVC2 three-digit security card number from the back of the card or any other data applied to the Card (card number, name and surname) and that, in the event of any unauthorized access to data devices, she / he will immediately inform the Bank of the transactions.

20.4. In the event of the misuse of the data of the cards accepted at the points of sale as well as violations of Item 23.3 of these General Terms and Conditions, all costs incurred by such misuse i.e. violation shall be borne by the Applicant.

20.5. The provisions under this Article obliges the Applicant both, during the period of the Frame Agreement and in the event of its termination for any reason.

20 Insurance of the collaterals of the Bank and the fulfillment schedule

21.1. If the Bank requests at any time the issuance of the insurance assets for the obligations of the Applicant against the Bank, the Applicant shall be obliged to provide, within the deadline set by the Bank, the required insurance funds and agrees that the delivered collaterals may be used to settle any liability of the Applicant to the Bank.

21.2. If there exist several financial obligations of the Applicant against the Bank and this is not otherwise explicitly contracted, any payment of the Applicant or any other person for the obligations of the Applicant shall be calculated in such a way as to settle the costs, then the interests, principal in the order in which the obligations are due, where all the costs that are expressed in one monthly invoice referred in Article 10 of these General Terms and Conditions, are considered to be due at the same time.

21 Duration of the Frame Agreement

22.1. The Frame Agreement shall be concluded for an indefinite period of time and may be terminated by each party in accordance with the provisions of Article 23 of these General Terms and Conditions.

22 Amendments, cancellation and termination of the Frame Agreement

23.1. The Bank is authorized to unilaterally submit the amendments to the Frame Agreement and any of integral components of the Frame Agreement at least fifteen days before the beginning of their implementation.

23.2. The notice on the change of any of integral components of the Frame Agreement shall be disclosed by the Bank on the Bank's website. The amended integral components of the Frame Agreement may be, at any time, requested by the Bank and may take them in person at the Bank's

advisory center in Zagreb, Gundulićeva 1 or through the Bank's Internet site www.kentbank.hr and, if it has its headquarters outside Zagreb, it may request their delivery by postmail to the desired address.

23.3. If, prior to the proposed entry into force of the Frame Agreement, the Applicant does not notify the Bank in writing of the acceptance of the Frame Agreement, it will be considered that the Applicant accepted the amendments to the Frame Agreement.

23.4. If, prior to the proposed entry into force of the amendments to the Frame Agreement, the Applicant notifies the Bank in writing that it does not accept the proposed amendments, the Frame Agreement shall terminate on the date when the proposed amendments to the Frame Agreement would have entered into force if they were accepted.

23.5. The Applicant may cancel the Frame Agreement without providing the reasons, with a one-month cancellation period. The cancellation period begins to run from the date of the delivery of the written statement on the cancellation to the head office of the Bank, Gundulićeva 1, Zagreb.

23.6. The Bank may, without providing the reasons, cancel the Frame Agreement within a 15-day notice starting from the date of submitting the written notice on the cancellation to the authorized post mail service provider for the delivery by the registered mail with a return receipt to the last address of the Receiver, which was delivered to the Bank as a contact address.

23.7. The Applicant and the Bank may terminate the Frame Agreement with the effect from the moment of submitting the written notice on the termination to the authorized post mail service provider for the delivery by the registered postmail with a return receipt to the other Contracting Party, in case that the other Party violates any of its obligations under the Frame Agreement and does not remove any such violation within 15 days from the date of the receipt of a written warning to the violation of the contractual obligation where such a violation is described.

The 15 day deadline will not apply if the Bank determines that the Applicant accepts the card for the payment of goods and / or services contrary to the public order and the morale of the company and, if the Applicant acts in any manner contrary to the provisions of the Anti Money Laundering and Terrorist Financing Law and all other regulations in force in the Republic of Croatia that regulate the activities of the Applicant, in which case the termination occurs on the day of the delivery of a written notice on the termination to the authorized posmail service provider.

23 Notifying the Applicant

24.1. In the event of a change in the address specified in the heading of the Special Provisions, the Applicant shall, without delay, notify the Bank of the new address in writing, in which case all the deliveries shall be made to that new address.

24.2. If the Applicant does not notify the Bank of a change in the address, she / he explicitly agrees that the delivery date is considered the date of the delivery of the mail to the post office, addressed at the address of the office registered in the court register and / or the last address delivered to the Bank.

24.3. The accounts and all other written documents and postmails shall be delivered by an ordinary mail, unless the Applicant requests in writing for this to be delivered by the registered mail, in which case she / he shall pay the fee determined by the Bank's Decision on Fees.

24.4. With regard to the Applicants who receive the invoices and other notifications by e-mail, the date of sending an e-mail shall be considered the date of the receipt of the invoice i.e. the notification.

24.5. At the request of the Applicant under the previous paragraph of this Article, the Bank shall submit to them, on a monthly basis, free of charge, the invoice and other notices, other than marketing materials, in paper form, to the address specified in this General Terms and Conditions.

24.6. If the contact with the Applicant takes place by telephone, mail or fax, the provisions of Paragraphs 24.1 and 24.2 of these General Terms and Conditions shall accordingly apply.

24 Transfer of Receivables and / or the Frame Agreement

25.1. The Applicant undertakes not to assign or in any way transfer its claim to the Bank or the obligations and rights under the Agreement to a third party without the written consent of the Bank, which, for the purpose of providing the consent, may charge the Applicant the fee to the extent determined by the Bank's decision.

25.2. The Applicant agrees that the Bank may assign or otherwise transfer its claim to the Applicant or the obligations and the rights of the Agreement to third parties upon which she / he shall notify the Applicant.

25 The fee for an insufficient activity at EFT POS terminal

26.1. Given that the Bank has the realistic costs when installing, maintaining and applying the EFT POS terminal, the minimum turnover by each terminal in order to cover costs should averagely amount HRK 10,000.00 per month. Devices with a monthly turnover of less than HRK 10,000.00 are subject to the payment of the fee in accordance with the Bank's Tariffs.

26.2. The calculation of monthly turnover by EFT POS terminals is done as follows:

a) The Customers with seasonal activity - By completing the calendar year, the total turnover through the EFT POS terminal will be divided by the number of months of applying the devices and, if the average monthly turnover is above HRK 10,000.00, the fee will not be collected. If the average monthly turnover is below HRK 10,000.00, the fee is collected for all months of applying the device.

b) The Customers with annual activity - POS terminal turnover is calculated on a quarterly basis; ie. on the dates 31 March, 30 June, 30 September and 31 December and takes into account the average monthly turnover for the quarter. The quarter in which the average monthly turnover is below HRK 10,000.00 the fee will be charged for each month in the observed quarter.

26 Relevant law and legal protection

27.1. The law of the Republic of Croatia is applicable for the frame agreement.

27.2. If the Applicant considers that the Bank has violated its obligations under Chapter II and / or III of the Payment Transactions Act, it can submit to the Bank a written objection to which the Bank should respond within 7 (seven) business days from the receipt of the complaint.

27.3. If this is about resolving the requests or the complaints of the Customer / Respondent to the processing of personal data and exercising of the rights of the Customers related to the processing of personal data, the complaint procedure and the deadlines under the General Data Protection and Privacy Policy of these General Terms and Conditions shall apply.

27.4. If the Applicant or any person with a legal interest considers that the Bank has violated its obligations under Chapter II and / or III of the Money Laundering Act, it may file the complaint with the Croatian National Bank as a competent body and the complaint procedure shall be conducted in accordance with the Payment Transaction Act.

27.5. The Commercial Court in Zagreb shall have a jurisdiction for all disputes between the Bank and the Applicant.

27 Protection of personal data

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

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

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)
- Identification documents data (number and type of identification document, date of issue, expiration date, document issuing / place of issuing document)
- Financial identification data (number of the transaction and deposit accounts, credit numbers, credit and debit cards, secret codes (PINs, PANs, etc.))
- Financial transactions (announced and executed payments, account balances, assigned credit lines, deposits, guarantees)
- Membership 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 will inform the Customer on their collection and processing at the time of their collection by the document "Privacy Statement" adapted to the collection and processing of personal data for different purposes the purposes of which are stated in the statements in question.

The Customers may find the privacy statements on the Bank's website at www.kentbank.hr as well as in the branch of the Bank.

The Bank may also provide customers 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 personal data it needs to fulfill in order to collect them on the basis of one of the legal grounds set out in the General Regulation, i.e. if the processing is necessary for the performance of the agreement in which the respondent is a Party, if the processing is necessary to undertake an action at the Customer's request prior to the conclusion of the agreement, if the processing is necessary for the legitimate interests of the Bank or for respecting the Bank's legal obligations.

This includes the right of the Bank to use, collect, save, organize, duplicate, record and inspect personal data for the purpose of the regular business operations of the Bank and members of the Group to which the Bank belongs in a third country.

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

- processing controllers and joint managers as registered for performing the activity to fulfill the processing purpose and who meet an adequate level of protection of personal data
- authorized bodies and employees of the Bank as well as a member of the Group to which the Bank belongs in a third country for the purpose of 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 it to the same supervised attorneys' offices or other advisors, state institutions and other public bodies and all during the term of a particular contractual relationship as well as for the needs of the later procedures and actions related to non-fulfillment or improper fulfillment of contractual obligations arising from this contractual relationship.

The Bank will process the Personal Data of the Customer only for the purpose for which they have been collected, such as:

- the assessment of the risk of money laundering and terrorist financing,
- a delivery of data to competent institutions, executives and / or processing controllers for the purpose of meeting the Bank's legal and contractual obligations,
- to submit 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, the reports of 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 Customer may withdraw this at any time, but the withdrawal of the consent will not affect the legitimacy of the processing that was based on the consent before it was withdrawn.

The Bank shall keep the Customer's personal data as long as it is permitted by the relevant legal regulation relating to the particular processing of personal data, i.e. the extent to which the respondent is permitted to do so.

During the term of the contractual relationship, the Customer 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 data to the respondent and / or other processing controller,
- The right to complain about personal data processing including the objection to making automated decisions alone, as well as the objection to data processing for direct marketing purposes.
- The Customer may at any time achieve such rights on the form of the Bank or in a free form and submit it to the Bank in one of the following ways:

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

The Bank undertakes to keep all information that has been disclosed in connection with the Customer confidential in accordance with the legal regulations.

28 Entering into force

29.1. By entering into force of these General Terms and Conditions, the General Terms and Conditions for the acceptance of the cards at the EFT POS Terminals apply as of 6 June 2017 shall cease to.

29.2. These General Terms and Conditions shall be applicable as of 25 May 2018.