



General Terms and Conditions of the Operations of KentBank d.d. with MasterCard Business Card for the  
Business Entities

Version:8.0

**General Terms and Conditions  
of the Operations of KentBank d.d.  
with MasterCard Business Card for Business Entities**

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 Introductory Provisions

This General Terms and Conditions of KentBank d.d. with Master Business Card for Business Entities (hereinafter: General Terms and Conditions) regulate the rights and obligations of the Customer and the Card holder in the use of the Card and the rights and obligations of KentBank d.d. (hereinafter: the Bank) in providing card related services. All persons listed in the Application Form (hereinafter: the Application), declare with their signature that they have read the General Terms and Conditions, that they agree to their application and that they accept all the rights and obligations arising therefrom.

General Terms and Conditions shall apply together with the General Terms and Conditions of KentBank d.d. by the Transaction Accounts for the business entities and performing payment and other services for the business entities, General Terms and Conditions in Credit and Deposit Operations, Decision on fees for the business entities, Interest Rate Decisions and the document Time of Receipt and Execution of Payment Orders. In relation to the above stated General Terms and Conditions, these General Terms and Conditions are considered to be special general terms and conditions and in case of mutual disagreement, they have a priority in the application.

In the part that is not regulated by these General Terms and Conditions of the Bank, the positive legal and sublegal regulations of the Republic of Croatia shall apply.

### 1.1 Interim measures following the COVID-19 epidemic

This Item sets out the provisional measures adopted by the Bank in accordance with the recommendations of the Croatian National Bank (hereinafter: the CNB) and the competent institutions, with a view to minimizing the spread of COVID-19.

#### 1.1.1. Increase in the maximum individual amount of a contactless payment transaction

The maximum individual amount of contactless payment at terminals in the Republic of Croatia is increased from the current HRK 100.00 to HRK 250.00 and the provisions of Item 5.1 of these General Terms and Conditions shall not be applicable in the period from the date of entry into force of these General Terms and Conditions until 30 June 2020.

Instead of Item 5.1., the following provisions shall apply:

"At the point of sale, the Customer chooses whether to make payment with the Card by contact (by inserting or swiping the Card on a POS device) or contactless (by bringing the Card to a POS device). The maximum amount of a transaction made by contactless payment with a Bank Card which does not require signature or confirmation by PIN depends on the country of the point of sale terminal according to the frames defined by the card company.

At the terminals in the Republic of Croatia, the maximum amount of contactless payment is HRK 250.00 and the consent for the execution of a payment transaction is given by the Cardholder by bringing the Card at a point of sale terminal that supports contactless payment.

For the Bank Card transactions above HRK 250,00 at the terminals in the Republic of Croatia or above the maximum defined amount of contactless transaction depending on the country of the point of sale terminal according to the framework defined by the card company or depending on the decision of the bank of the point of sale terminal owner on the maximum defined amount of contactless payment transaction - the consent to execute such contactless payment transaction is given by the Cardholder with the signature or PIN entry and confirmation.

For the purposes of risk control as well as in other cases when it deems it necessary, the Bank reserves the right to request from the Cardholder the authorization of a specific contactless payment transaction prior to the execution of certain contactless payment transactions.

After the realization of contactless payment transactions authorized at the point of sale terminals and due to fast execution of payment transactions or technological preconditions by the card companies, it is stipulated that there is no obligation of the point of sale to issue and deliver a slip confirmation of the realized contactless payment transaction to the Cardholder. However, if the Cardholder insists on receiving a slip confirmation of a contactless payment transaction, he or she may request the point of sale to issue the slip. The Cardholder with contactless functionality is aware that, when processing contactless payment transactions, the date of currency of debiting the Account may be different from the date of contactless payment transaction occurrence and is obliged to regularly monitor the transactions made by the Card and the balance in the corresponding Account. The cardholder with contactless functionality is obliged to treat the card with the good care to prevent the use by third parties, to make sure that all activity with the Card at the point of sale is carried out in the cardholder's presence and under the cardholder's supervision."

This amendment shall apply from the date of entry into force of these General Terms and Conditions until 30 June 2020.

After the expiry of the period referred in the previous paragraph, the amendments made to this Item shall be repealed and the provisions of Item 5.1 of these General Terms and Conditions shall again apply.

## 2 Definition of Terms

For the purpose of these General Terms and Conditions, the terms have the following meaning:

**Bank** - 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](mailto:kentbank@kentbank.hr)

Internet page: [www.kentbank.hr](http://www.kentbank.hr)

SWIFT: KENBHR22

IBAN: HR5741240031011111116

The list of the branches of the Bank together with the addresses for communication can be found on the Internet page of the Bank.

The Bank operates on the basis of an approval for work issued by the Croatian National Bank (hereinafter: the CNB), which is the supervisory body for the supervision of the operations of the Bank.

**ATM** - an electronic device that primarily allows the automatic disbursement and / or payment of cash from the account, as well as other services that the Bank allows by applying this device (e.g. the verification of the status, a purchase of mobile carrier vouchers, etc.)

**Biometric authentication** - the authentication which the Bank implements in the manner specified in this General Terms and Conditions when accessing the Mobile Token or Mobile Banking and that is based on the use of two mutually independent elements, one of which is the property of the End User (eg. a fingerprint or face recognition) while the other element is the authentication and authorization assigned by the Bank to the End User (eg. token / m-token). "Touch ID" is a biometric authentication method using a fingerprint that the End User has stored in a mobile device used to access a mobile token or mobile banking. Face recognition authentication is a method of biometric authentication that is based on the face recognition the biometric characteristics of which are stored by the End User in a mobile device used to access the mobile token.

**Account Due Date** - the date when the payment obligation is due under Transaction Notification for all the costs incurred by the card in the accounting period to which the notice relates.

**Daily Limit** - the total daily allowable amount that the Card holder can use in order to withdraw cash i.e. the total daily allowable amount for the payment of the goods and services, all within the credit limit.

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

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

**Respondent** - an individual whose identity can be identified; a person who can be identified directly or indirectly, particularly with the help of identifiers such as name, identification number, location information, 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.

**Card** - a personalized payment instrument issued by the Bank, internationally accepted MasterCard Business Card that the Bank issues to the applicant. The card can be charge or revolving. The Bank is the owner or the card issuer.

**Customer** - a business entity that has concluded an agreement with the Bank for opening and keeping a transaction account and performing the payment and other services for which account the card has been issued with the status of a principal debtor for all the costs incurred by its use by the card holder.

**Card Holder** - a natural person in the name of which the business card was issued on the basis of its request and the request of the business entity. The cardholder is jointly and severally authorized with the business entity for all the costs resulted from the use of the card issued on behalf of its name.

**Credit Limit** - the total limit that the Bank approves to the Customer for the use of all issued cards that the Card holders may use for withdrawing the cash and payment of goods and/or services.

**MasterCard Business Charge Card** - the card with a postponed payment. It is issued to the Card holder at the request of the Customer by which use all the costs that occurred by its debiting during the calculation period are entirely due for the collection once in a month on a determined maturity date where the calculation period is one month.

**MasterCard Business Revolving Card** - issued to the Card holder upon the request of the Customer, by which use the total cost amount is settled by the Customer once in a month in a contractual percentage i.e. the minimum repayment amount at the determined maturity date where the calculation period is one month.

**Mobile Token** (hereinafter: **m-Token**) is a means of authentication and authorization that the User installs on a mobile device as a separate application or within m-Kent application, through which the User authorizes the execution of a transaction through a 3D Secure Payment Service.

**Notice on executed transactions** - a written notification to the Customer on executed transactions by the card, fees, membership fees, that the Bank delivers to the Customer, upon the expiry of the calculation cycle.

**Accounting period** - time period between the issuance of two notices on executed transactions that in general lasts a month, within which all the costs are summed that make a monthly obligation of the Customer i.e. the Card holder.

**Frame Agreement** (hereinafter: Agreement) - implies these General Terms and Conditions together with the Application form for issuing MasterCard Business card, the provisions of which, together with these General Terms and Conditions and Decision on fees for the business entities, Decision on interest rates regulate the issuance and the use of the card.

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

**Personalized security credentials** - personalized features provided by the Bank to the Holder for authentication purposes (name and last name of the card holder, card number, card expiry date, three-digit PIN number, PIN, one-time password when using 3D secure payment services).

**PIN** - personal, secret identification number of the Card holder assigned with the Card holder that serves to identify the Card holder and which is known only to the Card holder.

**Business Entity** - a legal person, state body, state administration body, local government unit, association and society (sports, cultural, charitable, etc.) and a natural person active in the field of its economic activity.

**Identity Confirmation** - during Secure Online Purchase, the Client can confirm its identity with an Authentication device for the Internet / Mobile Banking by generating a one-time password.

**Reliable authorization** - the User's consent to the execution of a transaction that includes the elements that dynamically link the transaction to the amount and to the payee.

**Reference exchange rate** - the rate as defined by the MasterCard International credit card used to calculate the amount of the original foreign currency payment transaction executed abroad in EUR / USD and then in HRK equivalent.

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

**Transactions** - all the transactions executed by the card by the Cardholder.

**Processing Controller** - a natural or legal person, body of public authority, agency or other body that alone or with others determines the purposes and means of processing personal data; where the purposes and means of such treatment are set by the Union law or by the law of a Member State, a processing controller or special criteria for 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.

**Application Form** - the form for issuing MasterCard Business Card by which the Customer submits a request and the Bank approves the issuance of the card.

**3D Secure Payment Services** – (Mastercard®SecureCode™/Mastercard Identity Check™) Card Service designed for secure payment of goods and / or services at online payment sites that support

3D payment. This service can be an integral part of Maestro and Mastercard Card functionality.

Prerequisites for using 3D services are:

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

### **3 Card Issuance, PIN and activating m-Token**

The person authorized to represent in the name and on behalf of the Customer submits the Application form for issuing the Card. A precondition for issuing the Card is an open transaction account of the Customer with the Bank. The Customer determines one or several Cardholders (individuals). The request must be signed by the person authorized to represent the Customer, by the Cardholder and certified by the seal of the Customer (if the Customer has reported the use of the seal in its business operations).

All the persons listed in the Application form confirm with their signature the truthfulness and accuracy of the above stated information. The Customer allows the Bank to verify all the information specified in the Application as well as to collect the additional information.

The Bank reserves the right to refuse the Customer's Application, i.e. to decide on the approval or refusal of issuing/renewing the card without the obligation to explain its decision to the Customer in which case the Bank does not bear any liability for a damage which the Customer should bear thereof. If the Bank decides that the Customer is in compliance with the terms for issuing the Card, the Customer will be granted the credit limit and open a charge / revolving account. For the purpose of ensuring the payment of all costs incurred through the use of the card, the Customer is obliged to submit the securities to the Bank.

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

The Customer will take over the Card in the Branch / Department / Unit of the Bank where she / he has submitted a Card Release request. The Bank will provide the User with the PIN to the address specified in the Card Release Request.

The issued card is used in the name of the Customer and the Card holder, it is non-transferable and may only be used by the Card holder to whom it reads.

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

The card is automatically renewed for a maximum period of three years if the Cardholder has not closed the Transaction Account with the Bank, regularly fulfills its obligations under these General



Terms and Conditions and other documents of the Bank and does not cancel the card in writing 45 days prior to the expiration.

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

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

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

## **4 Approving and use of the credit limit**

On the basis of the credit assessment and on the basis of the delivered financial documentation the Bank approves the credit limit to the Customer. The credit limit is the approved spending limit for the payment of goods and services and the withdrawal of cash for all Card holders of each Customer.

The credit limit amount is variable and depending on the Bank's decision it may be subsequently reduced or increased. In order to increase or decrease the credit limit, the Bank will notify the Customer in a written Notice on the executed transactions made by the card, mail, postmail or otherwise. The total credit limit is reduced by all costs incurred by using the Card in the accounting period. By settling the obligations under the Card, the total credit limit is renewed proportionally.

The Customer and the Card holder are required to keep the record of the costs so as not to exceed the approved credit limit. In case of exceeding the approved credit limit, the amount of overdrafts will be fully collected with the next maturity date.

## **5 Using the card**

MasterCard Business Card is used as a non-cash payment facility at the MasterCard sales points in the country and abroad and for cash withdrawals at the ATMs and payment venues, ie. the realization and other services that are the part of the functionality of the issued card.

The card holder, by entering the PIN or by a signature, confirms his / her identity, authorizes i.e. agrees to execute the card payments or other transactions in one of the following ways:

- by inserting or scanning the card at the ATM with the PIN entry;
- with a signature or a PIN for the transaction executed on the EFT-POS terminal;
- by providing, scanning or inserting the Card on the EFT-POS terminal or the self-service device of the sales or payment point where the consent is provided by using the Card without or with the input of the PIN and / or the signature.
- by entering and providing data (on the internet sales point) on the card number, the expiration date of the card and the three-digit number on the back of the card - for the payment on the internet or on the phone and other similar sales (remotely)
- it is considered that the Card holder has given the consent to execute the transaction if the use of the Card has been properly recorded and posted in the Bank's system, if no card loss or theft has been reported.

The cardholder is required to retain the transaction certificate when purchasing goods, services or certificates on executed payment of cash.

The cardholder is obliged to keep the PIN and the security features of the Card confidential and comply with the certain security rules:

- The cardholder must always have the Card under the direct supervision and must not give it to be used by other persons;
- The cardholder must not give up the PIN and the security features of the Card such as its number, expiration date and security number on the back of the card;
- The cardholder must not enter the PIN on the card and must keep it separate from the Card;
- When using the Card, the Card holder must use the Card so that other people can not find out their PIN, including keyboard locking when entering the PIN;
- to avoid using the Card and the security features of the Card on unverified Internet websites and ensure that the personal computer is used that is adequately protected against viruses or other malicious programs;
- Upon the termination of all authorizations in the use with the Card. To return the cut card to the Bank.

Failure to comply with all security rules shall relieve the Bank of any liability for the misuse of the Card.

### **5.1 Contactless payment**

The card holder at the point of sale has an option of selecting contact payment with the card (by inserting or pulling the card on the POS device) or by contactless payment (by pressing the card to the POS device). The maximum amount of transaction that is made by contactless payment with the Bank card that does not require PIN verification depends on the country of the sales terminal according to the frames defined by the card issuer. The maximum amount of contactless payment at terminals in the Republic of Croatia is 100.00 HRK ie. above the maximum defined amount of a contactless transaction depending on the country of the terminal of the sale point according to the

frames as defined by the card issuer. The consent for the execution of such contactless payment transaction is given by the user by entering and confirmation of the PIN.

For the purpose of the risk control the Bank reserves the right to request the authorization of a specific contactless payment transaction with corresponding PIN as well as in other cases where it deems necessary for the card holder and prior to the execution of certain contactless payment transactions.

After the realization of contactless payment transactions authorized at the point-of-sale terminals and because of the fast execution of the payment transactions or technological prerequisites by the card issuers, it is prescribed that there is no obligation of the point of sale to issue and deliver a certificate (slip) on the realized contactless payment transaction to the Beneficiary. However, if the card holder insists on obtaining a certificate (slip) on a contactless payment transaction, the card holder may request at the point of sale the issuance of the relevant certificate (slip). The card user with a contactless functionality acknowledges that the debiting date to the account fee during processing contactless payment transactions may be different from the date of the contactless transaction and is obliged to regularly monitor transactions made with the card according to the relevant transaction account. A cardholder with the contactless functionality is obliged to deal with this card with the care of a good businessman, to prevent the transfer of it to third parties, to ensure that all the transactions with the card at the point of sale are carried out in the user's presence and under the user's supervision.

## 6 The card renewal

The validity of the Card is determined by the Bank and the Card is issued with a maximum validity period of three years and is applicable until the last day of the month entered on the Card.

Upon the expiry of this period, the Bank may renew the validity of the Card if the Cardholder manages to regularly meet the Card Obligations if the Customer has not closed the Transaction Account and regularly fulfills its obligations under these General Terms and Conditions and other Acts of the Bank and does not cancel the Card in writing 45 days prior to the expiration of the Card Validity Period. The Bank reserves the right not to renew the card to the Customer without the obligation to provide the Customer with an explanation of its decision and without the liability for any damages that the Customer would therefore suffer.

The card can be renewed in this way until the termination of the Agreement.

The card with the expired validity period can not be used by the User and is obliged to horizontally be cut over the magnetic tape and the chip and return it to the Bank.

## 7 The approval for the execution of the payment transaction

By entering a PIN or by signing a transaction certificate the Card holder gives the consent for the implementation of the transaction. It is considered that the Card holder has given the consent to execute the payment transaction if:

- the card is used at the ATM by entering a PIN;

- pressed the card at the EFT-POS terminal for contactless payments;
- the card is used at the EFT-POS terminal by entering a PIN or a self-signed signature (identical to the signature of the card);
- at the trader's request, the Card holder personally provided data or entered data (on the internet sales point) on the Card number, the expiration date and the security number on the back of the Payment Card via the Internet or at telephone and other similar sale (remotely);
- by handing the card at the sales points where it is not possible to demand the signature on the transaction certificate and a PIN entry due to the technological possibilities or the fast process by the payment receiver (eg toll payment);

The Card holder is required to sign the transaction certificate in the same manner as signed on the back of the card.

The Card holder is obliged to keep the signed copy of the transaction certificate for its own purposes. It is considered that the Card holder has given the consent to execute the transaction if the use of the Card has been properly recorded and booked in the Bank's system if no card loss or theft has been previously reported.

The Customer or the Card holder can not cancel the execution of the payment transaction by the Card after it was authorized.

## 8 Payment of expenses

Transactions made by the Card reduce the approved credit limit on the charge account / revolving card of the Customer upon the execution of the transaction.

The collection of all transactions as well as all related fees are calculated and collected in HRK.

For all incurred costs of the card transactions executed abroad, the currency conversion into the account currency (EUR for transactions within Europe or USD for the transactions outside Europe) is made and paid in kuna equivalent, using the selling foreign exchange rate for the respective account currencies, applicable as at the date of booking the transaction. The conversion of the original transaction currency into the calculation currency will be made in the MasterCard International accounting center, according to their own rules and the reference exchange rate, which can be changed several times in a day, to which the Bank can not influence.

The Bank informs the Customer once a month of all executed transactions arising from the use of the Card, on the amount of the approved credit limit, the interest rate amount and revolving interest rate, the minimum amount of repayment, i.e. the total indebtedness, the maturity of the payment, the changes in the interest rate and others.

Notices on executed transactions are delivered to the Customer (the contact person from the application form) by the post mail or an email to the email address determined by the Customer in the application form or it can be taken via e-Kent Internet banking.

The Customer is obliged to provide cash funds on the transaction account as at the due date of the payment. The Bank will collect the minimum amount of monthly repayment or the total due amount, depending on the type of the card, via a payment order, by first debiting HRK and then the foreign

currency, for the maturity due date. If the Customer does not have enough funds on the transaction account, the Bank will debit the account within the available balance and the remaining funds will be booked and collected with the first transfer of funds to the transaction account.

In the case of a Charge Card, the costs incurred in one accounting cycle are entirely due to the collection.

In case of the Revolving Card, the Customer will have received a minimum monthly repayment amount of 10% of the costs for the collection, or a minimum of HRK 500 if 10% of the amount is less than HRK 500, the interest rate, the fee and any unpaid minimum amounts from previous periods. The Customer may also pay a higher amount than the one mentioned in the Notice on executed transactions directly to the charge / revolving credit account before the maturity date. Executed costs on the charge / revolving card are due on the date specified as the maturity date on the Transaction Notice.

If the Customer has not contracted the permanent order, he / she has to pay the due obligation directly to the credit account in accordance with the Transaction Notice.

For the purpose of collecting due, unsettled liabilities, the Bank may activate insurance instruments in accordance with the Agreement.

For all the costs incurred by using the Card, the Customer is responsible and the Card holder is jointly and severally liable, together with the Customer, for all the costs incurred by using the Card that reads on his or her behalf.

## **9 Entry fee, membership fee, interest rates and fees**

The Bank will collect the entry and the membership fee to the Customer for the issuance of the Card for every Card holder. The entry fee is collected one time by a Card holder and the membership fee per month per the Card holder. The amount of the entry and membership fees as well as other fees is regulated by the Decision on fees for providing services to business entities.

The interest rate per revolving card is variable and is collected in accordance with the Decision on the Interest Rate for Business Entities. The interest rate is calculated on the amount of remaining debt from the previous accounting period up to the final repayment and is paid monthly on the due date according to the Transaction Notice.

In the event that a higher amount than the minimum amount of the payment is paid to the revolving account, the interest rate will be collected to the used amount reduced by the amount of the payment. If the Customer has settled the entire debt - the total costs of using the Card until the due date specified in the Transaction Notice, the Bank will not calculate and charge the contractual interest rate.

In the event that the receivables under the credit card costs are not settled, the Bank will calculate and charge default interest rate at the statutory default interest rate that is variable in accordance with legal regulations.

## 10 Insurance instruments

For the purpose of securing the payments of all the costs incurred through the use of the Card, the Customer is obliged to deliver to the Bank the agreed collaterals in accordance with the Bank's request. The Bank may also request the additional collaterals if the Customer's creditworthiness changes or the quality of the existing insurance instruments is worsen.

If the due obligations are not settled and / or after the cancellation / termination of the Agreement, the Bank will initiate the enforced procedure by activating the insurance instruments of the Bank.

## 11 Lost or stolen card

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

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

+385 01 4981 900 KentBank d.d.

+385 01 3078 699 EGCP contact center

The Customer shall, without delay, confirm to the Bank the telephone in writing and personally in the nearest branch of the Bank, and exceptionally in an agreement with the Bank by postmail or by electronic mail on the first following working day.

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

Upon the receipt of a notice on loss or theft of the Card, the Bank will block the Card. The Bank will issue a new Card and a new PIN if so requested by the Customer with a signed and certified application for changing the status and conditions.

The Customer and the Card holder shall bear all material and criminal liability for unauthorized use of the Card until the Bank notifies of its loss or theft.

After having reported the missing card, the cardholder can not use it but must immediately cut it over the chip and the magnetic strip and notify the Bank thereof.

The cost of issuing a new Card is collected in accordance with applicable Decision on fees for the business entities.

## 12 Blockage of the card, termination of the Frame Agreement

The Bank has the right to block the Card at any time, particularly:

- if the Card holder has incorrectly entered the PIN three times,
- in the event of a suspicion to the unauthorized use of the Card,
- If the Customer / Card holder fails to comply with the provisions of concluded Agreement, these General Terms and Conditions and positive regulations,
- in case of the termination of the Customer's existence,
- in the event of a theft or loss of the Card,
- if the Customer's Transaction Account is blocked,



- if the Customer's credit card under which the Card was issued is in an unauthorized overdraft,
- in the case of using the Card with the intention of fraud,
- If the Customer does not regularly fulfill his obligations to the Bank arising from the use of the card,
- in the event of a significant deterioration of the Customer's financial position and the Bank's assessment that she / he will not be able to meet its obligations against the Bank,

The Customer shall, within the reasonable time, be informed in advance of the intent of blocking an individual Card or all of the Cards, unless the existing circumstances do not allow so in advance; the Bank will then provide these notices, immediately after the card has been blocked: the Bank will not deliver the notices in question if such actions are in conflict with applicable legal regulations or other security reasons (eg. those on prevention of money laundering and terrorist financing, organized criminal, other criminal offences)

The Bank shall not notify the Customer in the event of a temporary blockade for an incorrect PIN entry.

If the Card holder incorrectly certifies the associated Personalized Safety Credentials, the Bank reserves the right to temporarily disable the use of the card.

The Bank may block the Card for a definite or indefinite time, i.e. until there are circumstances that have caused it.

The Customer may at any time cancel the Agreement by delivering the written statement to the Bank and returning the Card of all Cardholders to the Bank. The cancellation period is one month and begins to run from the date of the delivery of a written statement to the Bank.

By submitting the Application for changing the status the Customer may at any time terminate the use of the Card to a particular or all Card holders. The Bank will deactivate the Card on the date of the Application for changing the status and the Card to the Bank. The Bank may deactivate the Card even if the Customer has not submitted the Card for a valid reason.

The Bank may cancel the Agreement even without providing any reason why it must notify the Customer at least 8 days in advance in writing. The cancellation period starts running with the date of the notice of cancellation.

The Bank may terminate the Agreement without the cancellation notice, particularly in the following cases:

- if, at the conclusion of the Agreement, the Customer has submitted to the Bank inaccurate or incorrect information relevant to the conclusion of the Agreement,
- if the Customer / Card holder does not adhere to the provisions of the concluded Agreement, this General Terms and Conditions and positive regulations,
- in the event of the death of the Customer,
- if the Customer's transaction account is blocked,
- If the Customer's credit account under which the Card is issued is in an unauthorized overdraft,
- in the case of using the Card with the intention of fraud,
- in the event of worsening of the Customer's financial position and the Bank's assessment that it will not be able to meet its obligations against the Bank,

- if the Client has not provided the documentation prescribed by the positive legal regulations and does not inform the Bank of changes to the data that the Bank must have in accordance with the positive legal regulations
- in other situations that are significant for the Bank's security or the exclusion of the risks of contractual parties, without warning.

In such cases, the Agreement shall cease to be valid on the day of sending the written notice on the cancellation to the Customer's headquarters address registered at the Bank. On the day of termination of the Agreement, the right to use all the Cards shall terminate. The Customer is obliged to return all terminated cards, without delay to the Bank.

Failure to comply with the obligations defined by other agreements on the basis of which the Bank is in business relationship with the business entity and / or the cardholder or persons with whom the authorized person of the business entity and / or the card holder are connected by ownership or contractually and disrespecting the obligations gives the right to the Bank to also terminate this Agreement. The Bank retains the right to collect its due receivables by itself and / or through third parties authorized to execute transactions, enter into a telephone contact with the business entity and / or the card holder for the settlement of the debt settlement and send notice and remarks by inviting the business entity and / or user to fulfill the obligations under the Agreement. The Bank has the right to collect the information and notices in accordance with the Decision on fees for the business entities. If the business entity i.e. card holder fails to meet its due obligations, the Bank has the right after the cancellation / termination of the agreement to initiate the collection procedure in accordance with the regulations.

Upon the termination of the Agreement, the uncollected costs amount incurred through the use of the Card, with related unpaid interest rates and fees, shall immediately be collected in full as at the cancellation period expiry. Upon the termination of the Agreement, the Customer and each Cardholder shall be obliged to settle all financial obligations arising from the use of the Card without delay. The Customer is obligated without delay to notify the Bank of the cessation of the performance of the registered activity i.e. the deletion from the relevant register in which case the Agreement terminates with the date of the deletion of the Customer from the Official Register and the Customer can no longer be allowed to use the Card and must immediately cut it through the magnetic tape and the chip and deliver it to the Bank. Termination of the Customer's existence does not relieve the Cardholder from the obligation to pay the Card's obligations from the solidarity basis.

### **13 Informing, complaints and objections**

The Bank informs the Customer of the transactions executed by all the cards under the Transaction Notice. Notices on the executed transactions are delivered to the Customer (the contact person from the application form) by postmail or email to the email address determined by the Customer in the application form or it can be taken via Internet Banking e-Kent.



The Customer is obliged to inform the Bank of all statutory and financial changes as well as any changes to the Card holder's personal data that may have an impact to the proper fulfillment of the obligations arising out of the use Card.

The Client is required to check the accuracy and completeness of all data transactions indicated in the transaction notice.

Complaints relating to the Card are submitted in one of the following way to:

KentBank d.d., 10000 Zagreb, Gundulićeva, telephone: 385 1 4981 900 KentBank d.d.

e-mail: [prigovori@kentbank.hr](mailto:prigovori@kentbank.hr)

If this is about resolving the Customer / Respondent's requests or objections 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 of the General Data Protection and Privacy Policy under these General Terms and Conditions shall apply.

The Customer is required to check the accuracy and completeness of all transaction data indicated in the Transactions Notice.

The Customer may make a complaint on the card transaction in writing without delay and no later than within 30 days of the account debiting date. The Bank will provide the Customer with an answer within 7 (seven) business days of receiving the complaint. The card transaction complaint does not relieve the Customer of the obligation to pay for the cost of the disputed transaction.

In the event of the justification of the complaint, the Bank will act in accordance with the Customer's request and, in the case of an irregular transaction or in the case of disapproved transaction, the Customer will be returned the amount of irregularly executed transaction or disapproved transaction. In the event of a unauthorized transaction from the Customer's account, the Bank will bring the debited account to the balance that would suit the condition of that account if the unauthorized transaction is not executed.

All costs of unjustified complaint procedure are borne by the Customer, in accordance with the documents of the Bank.

The Bank shall not be liable for the amount of non-executed, improperly executed or unauthorized card transactions nor for the fees, interest rates and damages arising from it:

- If the execution of unauthorized credit card transactions, ie. non-execution or improper execution of the card transactions is the result of exceptional and unforeseeable circumstances to which the Bank can not make an impact,

- If the execution of unauthorized credit card transactions, ie. non-execution or improper execution of the card transaction is a consequence of the Bank's obligation arising from other binding regulations,
- If the execution of unauthorized credit card transactions, ie. failure to perform or improperly execute the card transaction is the result of the card holder's fraud,
- If the Customer did not immediately, without a delay and not later than 30 days from the day of debiting the account, notify the Bank of non-execution, improper execution or the execution of unauthorized credit card transactions.

The Bank does not assume responsibility for the goods and services purchased by the Card, the validity of the information provided or the rejection of the receipt of the Card at the point of sale. The Card holder resolves the complaints relating to the quality of purchased goods and services at the point of sale.

The Customer bears damage caused by unauthorized and improper use of all account-related cards.

The Bank is not liable for the unavailability of a 3D secure payment service, resulting from technical problems with the Customer / Client's computer equipment, failure or interference with the telecommunications channels, power system failure, problem on the Internet points of sales or as a result of force majeure.

If the Bank considers that it does not comply with the provisions of the Frame Agreement or the law regulating payment transactions and payment services, the Client may address a written objection to the Bank.

Complaints are submitted in one of the following ways:

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

telefax: 385 1 4981 910

e-mail: [prigovori@kentbank.hr](mailto:prigovori@kentbank.hr)

indirectly to all branches of the Bank.

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

The customer, the card holder and the Bank shall try to settle all disputes arising out of the use of the card in a peaceful manner and, if they fail to do so, the jurisdiction of the Court in Zagreb shall be contracted.

## 14 Responsibility of the Customer and the Cardholder

The Customer is obliged to inform the Bank on all of its status changes in writing, as well as on the change of the address and contact information (including, but not limiting to the last address that the Customer registered with the Bank, the phone number, mobile number and similar) and guarantees for completeness and accuracy of all delivered data for the contact. Otherwise, it shall be liable for any damage that could be made to the Bank or the Card holder by failing to report to the Bank and shall be liable to the Bank for any damages, loss or expenses that would result out of the delivery of untruthful and / or incomplete information. The Customer is obliged to notify the Bank of the change within eight days at the latest.

For security reasons, the Cardholder is required to deal with the Card and the PIN with the care of the good businessmen and is obliged not to:

- allow third parties to use the card,
- immediately notify the Bank / EGCP of a loss, theft, misuse or unauthorized use of the card,
- keep the confidentiality of your PIN. The PIN can not be disclosed to third parties, nor written or stored in any form with the Card,
- to make sure that no one sees the entered secret number. In case of a suspicion that someone is familiar with the PIN, to change the PIN at the ATM with the PIN change service available. In case of a suspicion to use the card with such a compromised PIN, to immediately notify the Bank, in order for the card to be timely blocked,
- to ensure that all card transactions at the point of sale are carried out in its presence and under its supervision,
- to undertake all reasonable measures to protect the personalized security features of the card and not to provide the card information, except in the case of using the card in accordance with these General Terms and Conditions,
- to request from the point of sale the confirmation for a denied card transaction,
- to suspend the execution of an ATM transaction and immediately notify the Bank of any irregularities or atypical work of the ATM, untypical attachments or unusually placed cameras at the ATM or self-service device,

- to avoid carrying out a card transaction through unverified websites and ensure that the payments are solely made via computer with the adequate protection against viruses or other programs of the malicious code.

Liability for a damage caused by careless, unauthorized or incorrect use of all cards or non-compliance with the provisions of these General Terms and Conditions as well as any costs arising therefrom shall be the responsibility of the Customer. All the risk of misuse of the PIN is solely the responsibility of the Customer.

Customer and Card holder agree that the card will not be used for illegal purposes, including the purchase of products and services that are legally prohibited on the territory of the country in which the Card holder is at the moment of the execution of the transaction. By accepting these General Terms and Conditions, the Customer and the Card holder assume all responsibility for the case of unlawful purchase of the cards under these General Terms and Conditions.

If the Card holder fails to provide to the Bank the mobile phone number or fails to notify the Bank of any change in the number of the mobile phone, the Bank is not responsible for conducting an Internet transaction involving a 3D secure payment service. A 3D payment service user is required to restrict and disable to third parties an access to the mobile phone.

## 15 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](http://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 purposes 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](mailto: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.

## 16 Amendments to the Agreement

The Bank reserves the right to propose the amendments to any part of the Agreement and the proposals are to be published on its official web site and to be made available in all its distribution channels.

The Bank may also submit to the Customer the Notification on the amendments to the Agreement along with the Transaction Notice for the accounting period during which the proposal of the amendments took place.

The proposed amendment to the Agreement will be published on the Bank's website 15 (fifteen) business days before its entry into force. It will be considered that the Customer agrees with the amendments to the Agreement if, by the day of their entry into force, it does not inform the Bank in writing that it will not accept them. Upon the receipt of a written notification by the Customer of non-acceptance of any amendment to the Agreement, the Customer shall be deemed to have terminated the Agreement.

## 17 Final provisions

The general terms and conditions are published on the Bank's website [www.kentbank.hr](http://www.kentbank.hr) and are available in all branches of the Bank.

The rights of the Republic of Croatia shall apply to relations, mutual rights and obligations of the Customer and the Bank.

Potential disputes arising out of the provisions of these General Terms and Conditions shall be settled by the Customer and the Bank, and in the event of a failed agreement between the Customer and the Bank, the law of the Republic of Croatia shall apply.

In order to resolve possible disputes arising from the business relationship between the Customer and the Bank, the courts in the location of the headquarters of the Bank shall have jurisdiction, unless otherwise expressly agreed, that is, if there is no exclusive jurisdiction of another court or competent body. The same local jurisdiction is also applicable to the Customer, a non-resident.

General Terms and Conditions of KentBank d.d. with MasterCard Business Card for Business Entities shall come into effect on 31 March 2020 and shall apply until 30 June 2020.