

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

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1 GENERAL PROVISIONS

1. These General Terms and Conditions for accepting cards at EFT POS terminals (hereinafter referred to as "General Terms and Conditions") shall regulate the installation / modifications / uninstallation, method of use, execution and settlement of transactions, maintenance and servicing EFT POS terminals that are given for use to legal entities and natural persons engaged in the registered activity (hereinafter: Trader) and other rights and obligations in the business relationship arising from the acceptance of the cards, as a non-cash means of payment for goods and services at the Trader's points of sale.
2. The provisions of these General Terms and Conditions form an integral part of the Agreement for the Acceptance of cards at EFT POS Terminals of KentBank (previous name of the Acceptance Agreement for Cirrus / Maestro, Mastercard and Visa Cards of domestic and foreign banks at EFT POS terminals (hereinafter: the Agreement) that Kentbank d.d. concludes with the Trader and thus are entirely binding on the Bank and the Trader.
3. Terms:

Authorization - approval of a transaction by the Issuer, printed / inscribed in the User Account in the form of a numeric or alphanumeric string that is unique to each transaction and is visible in the User Account (slip);

Bank - designates Kentbank d.d., Gundulićeva 1, Zagreb, OIB: 73656725926 as Acceptor

Card Number - Card identifier. Typically, this is a 16-digit number on the front or back of the Card divided into 4 4-digit groups on Credit Cards, while on Debit cards it is usually non-clustered. The Card number may in some cases be more than 16 digits long. The Card Number logically indicates / connects the Card Payment Scheme within which the card works, the Card Issuer and the Cardholder, and ultimately the account of the Cardholder to which the Card is linked in the systems of the Issuer. The card number according to the PCI DSS standard is considered as the card information that must be protected in accordance with the PCI DSS standard;

Debit card - a category of payment instrument that enables the payer to initiate a transaction with a debit card that does not have any prepaid transactions;

Retrieve or complete pre-authorization - provisioning the actual amount to be charged to the Cardholder and release of pre-authorized funds through a pre-authorization transaction. This type of transaction must be specifically agreed with the Bank;

EFT POS terminal - a device intended for electronic authorization of Transactions and Acceptance of Cards electronically, which the Bank has assigned for use to the Trader;

Encrypted form of data storage - a process in cryptography that modifies the original data so that the data is rendered illegible to persons who do not possess certain knowledge (key, password, etc.);

Respondent - an individual whose identity can be ascertained; a person who can be identified directly or indirectly, in particular by identifiers such as name, identification number, location information, network identifier or by one or more factors inherent in physical, physiological, genetic, mental, economic, cultural or social identity of that individual; For the purposes of this document, the Respondent represents the Client of the Bank;

Issuer - a payment service provider who undertakes to provide the payer with a payment instrument for initiating and processing the payer's payment transactions based on the Cards;

Excerpt from the Decision on fees in dealing with business entities (hereinafter referred to as Decision on Fees) and the Extract from Decision on Interest Rates for Business Entities (hereinafter: Decision on Interest Rates) - the applicable Decision by Kentbank d.d. on interest rates and fees for business entities;

Transaction Report - Specification of individual card based payment transactions by which the Bank informs the Customer of all transactions carried out at the EFT POS terminals with the Trader, in accordance with the Bank's rules and regulations;

Prepaid card - a category of payment instrument on which electronic money is stored;

Cards / Bank Cards - all types of cards issued by domestic and foreign payment service providers as non-cash means of payment accepted through the EFT POS terminal in accordance with these General Terms and Conditions;

Card Processor of the Bank - ERSTE GROUP CARD PROCESSOR d.o.o. that is, the card processor with which the Bank has entered into an appropriate legal transaction and which performs card transactions processing for the Bank and other tasks that the Bank has contracted with it;

Card payment scheme - VISA and MasterCard card companies. A unique set of rules, practices, norms and / or implemented guidelines for the execution of card-based payment transactions, which is separate from the infrastructure or payment system that supports its operation and includes a certain decision-making body, organization or entity responsible for the operation of the scheme;

Commercial Card - any card-based payment instrument issued to companies or public sector entities or self-employed natural persons whose use is limited to business expenses, where payments made by such cards are debited directly to the account of a company, a public sector entity or self-employed natural person;

User account - an account that the Buyer / Cardholder signs or confirms with a PIN (the so-called slip) when making a card payment for a good or service at the Point of Sale;

Credit Card - A category of payment instrument that enables a payer to initiate a credit card transaction;

Buyer / Cardholder / Payer - any natural or legal person who, using the Card as a payment instrument, in accordance with the conditions defined by the Card Issuer, purchases goods or services from the Trader at the Point of Sale, whose name is printed on the front of the Card and whose signature matches the signature on the back of the Card;

Interbank Fee - a fee that is paid, directly or indirectly (ie. through a third party), for each transaction between the card issuer and acceptor (Bank) included in the payment transaction on the basis of the card

Net Reimbursement - the total net amount of payments, discounts or incentives received by the issuer from the card payment scheme, Acceptor (Bank) or any other intermediary in connection with card-based payment transactions or related activities;

Sensitive card data - (a) data stored on the magnetic strip of the card or on the chip (b) Card Verification Value - a number of three or four digits printed on the front or back of the card used for conducting transactions on the Internet) (c) PIN / PIN block;

Personal Information - All information relating to an individual whose identity is determined or can be determined (Respondent);

PCI DSS Standard (Payment Card Industry Data Security Standard) - a security standard that requires banks, card companies, software manufacturers, equipment manufacturers, points of sale and anyone else involved in the process of issuing, accepting and authorizing cards to securely exchange and store and process data on Cards and Cardholders information to reduce card misuse;

PIN - (Personal Identification Number) - a personal identification number issued by the Card Issuer to the Card User, by which the Card User confirms his identity and authorizes (authorizes) the transactions subject to PIN entry;

Payment brand - a tangible or digital name, term, sign, symbol or a combination thereof, indicating which card payment scheme is used to make card-based payment transactions;

Payment instrument - any personalized device and / or set of procedures agreed between payment service users and payment service providers used to initiate a payment order;

Settlement - a function at the EFT POS terminal that is generally performed automatically, but the Trader is authorized, if necessary, to perform a manual settlement of transactions performed at the EFT POS terminal with transactions on the Bank's Card Processor Authorization System;

Business entity - legal entity, sole trader, craftsman, other natural person who performs the economic activity for which it is registered by independent work;

Consumer - a natural person who, in payment service contracts, operates outside the field of commercial, business or professional activity;

Refund - Refund by Trader on paid transactions for any business and / or other reasons (such as, but not limited to: reasons arising from an oral or written agreement to purchase goods and / or services between Trader and Customer / Cardholder);

Credit Card Payment Rules - All applicable VISA and MasterCard policies that apply to the Bank, Bank Card Processor and Trader;

Pre-authorization - a special type of transaction by which the provisions of funds for this transaction is made which will be completed within the specified deadline at the EFT POS terminal. This type of transaction must be specifically agreed with the Bank;

Acceptor - payment service provider who contracts with the Trader to accept and process payment transactions on the basis of the Cards whereby the funds are transferred to the Trader in accordance with the terms agreed by the Trader with the Bank.

Point of sale - solely the address of the physical point of sale of the trader where the payment transaction was initiated. A trader may have one or more points of sale, however:

- a) In case that a trader does not have a permanent unit, the point of sale is the address for which the trader has a valid business license and through which the payment transaction is initiated
- b) In case that a trader does not have a permanent unit or a valid business license, the point of sale is the correspondence address used to pay taxes relating to the sales activity and through which the payment transaction is initiated

Working day - every day except Saturday, Sunday and holidays and holidays in the Republic of Croatia;

Complaint - any form of complaint when (a) a Customer / Card Holder, (b) the Bank, (c) the Issuer disputes a card-made transaction;

Transaction - any transaction at the Trader's Point of Sale when the Customer / Card Holder uses the Card to purchase Trader's goods or service at the Point of Sale;

Trader / Customer - Client of the Bank with whom the Bank has a concluded agreement;

Regulation 2015/751 - REGULATION (EU) 2015/751 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 29 April 2015 on interbank fees for card-based payment transactions laying down uniform technical and business requirements for card-based payment transactions carried out within

the Union when both, the payer's payment service provider and the payee's payment service provider are located in the Union;

Visual Security Elements on Cards - Visual security elements on Cards serve to assist easier visual recognition if a card is a forgery;

Processing Manager - a natural or legal person, public authority, agency or other body that alone or jointly with others determines the purposes and means of processing personal data; when the purposes and means of such processing are laid down in Union or Member State law, the processing manager or specific criteria for his designation may be provided for in Union or Member State law. For the purposes of this document, the Head of Processing is the Bank;

Misuse and / or Fraud - any use of the Card / Cards contrary to the rules of the Bank, the Issuer and the Card Payment Schemes.

2 USE AND MAINTENANCE OF EFTPOS TERMINALS

1. The Bank shall submit to the Trader for use one or more EFT POS terminals, which the Trader will take over and allow the installation to the company with which the Bank has concluded a contract on outsourcing of POS terminals at the points of sale in accordance with the provisions of the Agreement and these General Terms and Conditions.
2. Upon successful installation of the EFT POS terminal, the Trader agrees to sign the work order, which will be handed over to the authorized person of the company that performed the installation on behalf of the Bank.
3. The Trader agrees to inform the Customers about accepting the Cards through the labels and stickers at the points of sale and by giving verbal notices. Traders who choose not to accept all cards or other payment instruments of a card payment scheme shall clearly and unambiguously inform consumers at the same time as they inform them of the acceptance of other cards and payment instruments of the said card payment scheme. This information is prominently displayed at the entrance to the store and at the checkout counter. The transaction through the EFT POS terminal is carried out solely by the Point of Sale employee, subject to the following conditions:
 - a) When a point of sale employee conducts a Card Transaction in the presence of the Customer / Cardholder, he / she must ensure that the card:
 - must not be damaged or visibly altered
 - the card must not be a pure white plastic
 - the card must include some of the safety visuals such as:
 - o a three-dimensional hologram with the logo or name of the Card Payment Scheme
 - o the transparent signature bar on the back of the Card bearing the name of the Card Payment Scheme
 - o below the card number of most Credit Cards are four digits that must match the initial digits of the Card number
 - o cards that do not have a chip on them should be analyzed for visual safety features with special care;
 - b) The presented Card must be valid on the date of payment;
 - c) If the Customer is present at the point of sale, the transaction shall not be conducted in such a way that the card information is entered manually in the EFT POS terminal;

- d) the acceptance of payment for goods and services from his registered activity. It is not allowed to collect claims that are not in connection with or are not a direct consequence of the sale of goods and services or a contract between the Trader and the Cardholder;
- e) The EFT POS terminal must authorize the transaction. If Authorization is not granted, the Point of Sale is not allowed to display one transaction as two or more transactions by repeatedly swiping the Card through the EFT POS terminal to smaller amounts; The Point of Sale is never allowed to display one transaction as two or more transactions by repeatedly swiping the Card through the EFT POS terminal to a smaller amount; the last four numbers of the cards must match the card numbers printed on the User Account (slip). The card number printed on the slip usually begins with a series of characters "*" (star), and ends with the last four numbers of the card with which the transaction was executed;
- f) The Cardholder must confirm the Transaction by typing a PIN (with the Cardholder being allowed to enter the PIN in confidence - a discretionary zone) or by signing in the User's account, depending on how the EFT POS terminal has requested confirmation;
- g) The card must be signed by the Customer / Cardholder with the note that the signature must be in accordance with the signature on one of the Cardholder's identification documents (ID, passport, etc.). The Trader, ie. his employees who make payment from the Buyer / Cardholder, are obliged to perform the above checks when performing each Card Transaction at the EFT POS terminal.
4. The Trader is obliged to properly operate the EFT POS terminal in accordance with the instructions and provisions of these General Terms and Conditions, with the attention of a good businessman, and he is not allowed to carry out repair or technical maintenance of any part of the EFT POS terminal independently. Upon termination or termination of the Agreement, the Trader shall, upon termination of use of the EFT POS service, return to the Bank the EFT POS terminal in a functional and proper condition.
5. The Trader undertakes not to alienate, assign, lease or otherwise make available to a third party. The Trader cannot exercise the right of retention at the EFT POS terminal or establish a lien.
6. All damage due to failure or breakage of any part of the EFT POS terminal, ie. all the cost of repair or a new, replacement EFT POS terminal, resulting from improper use of the EFT POS terminal shall be borne by the Trader.
7. The Trader shall bear the costs of unjustified calls for intervention, damage caused by the intervention of persons not authorized by the Bank for maintenance and repairs, damages caused by power supply or telephone line, and damage caused by the use of damaged Cards.
8. By delivering the EFT POS terminal, the Trader also assumes the risk and undertakes to bear all damage resulting from the burglary, theft, disappearance, intentional destruction or damage of the EFT POS terminal by a third party, as well as damage caused by fire, earthquake, flood or other force majeure. The Trader shall immediately notify the Bank of the event. The Bank shall charge the Trader with the amount stipulated by the Bank's Compensation Decision for the amount of damage arising from the cases referred in this paragraph.
9. The Trader is not entitled to access the software support of the EFT POS terminal.
10. The EFT POS terminal (s) shall not be opened by the Trader without the approval of the Bank, except in the case of functional maintenance of the EFT POS Terminal, which shall mean the following: the replacement of thermal paper rolls and cleaning of external parts, the costs of which are charged to the Trader.

11. If, when using the Card on the EFT POS terminal, the message appears that the Card should be retained, the Trader is obliged to warn the Cardholder that the Card should be retained and do so if such procedure does not pose a danger to the Trader or the Trader's employee. The Trader shall be obliged to deliver the retained Card to the Bank without delay.

3 TRADER'S OBLIGATION

1. The Trader agrees to undertake the following actions and procedures in accordance with the rules of the Bank, the Bank's Card Processor, the rules of the Card Payment Schemes and the positive regulations of the Republic of Croatia, and confirms and accepts the following obligations, duties and responsibilities.
2. It undertakes to make all necessary pre-requisites in order for the Bank to proceed with the installation of the EFT POS terminal at the point of sale:
 - a) provide free space for the EFT POS terminal;
 - b) provide free space for the PIN Pad (an electronic device intended to enter the PIN of the Card User at the Point of Sale handled by the User and therefore must be accessible to the User), in the case of the use of a device with a PIN Pad;
to provide appropriate installation (electricity supply, etc.) and communication connections (telephone (standard telephone lines), Internet, etc. necessary communication connections) to the location of the EFT POS terminal at the Point of sale, and to ensure the functioning of the respective installations and communication links for the operation of EFT POS terminals for the entire duration of the Agreement. The Trader shall bear all obligations and risks to the telecommunication service provider (costs of telephone impulses arising from the use of EFT POS terminals, costs of mobile operators, etc.) as well as all costs related to the said installations and communication connections;
 - c) ensure the presence of sales staff during the training on proper handling of the EFT POS terminal by an authorized person of the Bank or by an authorized person from a company-external partner of the Bank who performs the installation and training for the operation of the EFT POS terminals;
 - d) if the GPRS EFT POS terminal is used, the Trader agrees to cover all costs of the mobile operator that will be incurred using the terminal. The Bank is not responsible for the costs and quality of services related to the mobile service provider.
3. The Trader agrees to accept the installation of the Bank's EFT POS terminal. Installation time will be agreed with the Trader by the installation service provider. In the event that the installation service provider fails to perform the installation within the agreed period for reasons on the Trader's side (the Trader refused the installation, there are no technical conditions for the installation, etc.), the Trader shall bear all the costs caused to the Bank.
4. The Trader shall, in its own name and for its own account, comply with the rules of the Bank, the Bank's Card Processor, the rules of the Card Payment Schemes and the positive regulations of the Republic of Croatia sell goods and / or provide services to the Card Users for whom the Cards have agreed with the Bank to accept, under the same conditions as with the cash payments, even in the case of sales for promotional purposes or sales, while respecting the rights of the Customers and the contractual rights of the Bank.

5. The Trader agrees to manage the transactions and Cardholder information in accordance with the Bank's Card Processor Rules, Credit Card Payment Rules and the Bank's instructions and other applicable regulations, and establish and maintain the stored data protection according to the Bank's Card Processor Rules, Credit Card Payment Rules, the Bank's instructions and other applicable regulations; that it shall not disclose or further distribute the information belonging to the Card Users, that is, all Cards used with the Trader, it shall not use the information in question for any purpose other than that agreed with the Bank in accordance with the rules of the Bank's Card Processor, the rules of the Card Payment Schemes and the Bank's instructions; it is obliged to ensure that Card Data in any other form is not stored / recorded with the Trader except in encrypted form. The Trader also undertakes under no circumstances not to:

- store the complete contents of the chip and / or magnetic strip of the Card;
- store the Card number, and if it stores it, it shall immediately notify and explain to the Bank:
 - o business need to store the card number
 - o prove that the card number storage is operated in accordance with the latest valid version of the PCI DSS standard that can always be downloaded at <https://www.pcisecuritystandards.org/> or can be obtained from the Bank upon request
- will not store Card Verification Value / Code (CVV / CVC) data (defined as a unique control value encoded on the Cards signature bar to verify Card information during the Authorization process).

6. The Trader shall act in accordance with the Bank's written instructions in situations where (a) the disputed transactions occur, in particular the Reported Abuse, Complaints received, requests for documentation / information by the issuing banks and made refunds or in cases when the Bank receives the report of its Card Processors or Card Payment Schemes on violation of their policies.
7. The Trader must not on purpose conduct a transaction for which he knows or must know to be illegal and will not require or use the Card Number for any purpose other than for the sale of goods and / or services (unless the Transaction Type Pre-Authorization is contracted and is a Transaction without the presence of the Card User and the Card)
8. The Trader confirms that it is aware that the Bank's Card Processor or any of the Card's payment scheme may require the Bank to limit or terminate / terminate this Agreement in any way, and that the Bank's Card Processor or any of the Card's payment cards may, with immediate effect, prohibit performing Transactions (in cases such as, but not limited to: fraudulent activities, cases that impair the reputation of the Bank's Card Processor, ie. the reputation of Card Payment Schemes).
9. The Trader is aware and agrees that if the monthly turnover through the EFT POS terminal is less than the amount determined by the Remuneration Decision, the Bank is entitled to charge the Trader by the amount of the additional remuneration in accordance with the same Decision, which is calculated for each EFT POS terminal. If the Trader fails to pay the amount of the additional fee 3 (letters: three) months in a row, at the request of the Bank, it is obliged to hand over the EFT POS terminal to the person who performs the uninstallation on behalf of the Bank or returns it to the Bank by the registered mail.

10. If the EFT POS Trader does not make any Transaction within a continuous period of 6 (letters: six) months, the Bank shall have the right to request a refund of the EFT POS Terminal in question. The Trader is obliged to hand over the EFT POS terminal to the person who performs the uninstallation on behalf of the Bank or returns it to the Bank by registered mail at the request of the Bank.
11. As the Bank owns the EFT POS terminal, in case of the disappearance, destruction or damage of the EFT POS terminal by the Trader, the Trader shall be obliged to pay to the Bank the compensation determined by the Bank's Remuneration Decision and other costs related to the EFT POS terminal. The Bank shall debit the Trader's transaction account directly or offset the mutual claims. In the event that the Trader's account does not have sufficient funds to settle the fees in question and the claim is not offset, the Trader shall pay the same to the Bank.
12. The Trader is obliged to properly keep and, at the time prescribed by law and in an appropriate manner, keep bookkeeping and accounting documents in connection with the sold goods and / or services, as well as documentation on the delivery of such goods and / or services to the Buyer. It also undertakes to deliver all such documents without delay to the Bank upon its written request, not later than 3 (three) days from the date of the Bank's request, except in the event that USKOK, etc. ordered a shorter deadline.
13. The Trader agrees that, at any time during the contractual relationship, the records of the exact number and locations of the points of sale at which the EFT POS terminals are installed are those kept by the Bank in its records. The Trader may at any time ask the Bank to print records of the exact number and locations of the outlets where EFT POS terminals are installed.
14. The Trader agrees to seek the Bank's prior written consent for:
 - a) any change of Point of Sale
 - b) any change related to the type of activity and / or sale of the goods or services that the Trader wishes to further perform through his Point of Sale (which must always be consistent with the registered activity).
15. The Trader agrees to allow the Bank unhindered access to the EFT POS terminal at the Bank's request at all times.
16. The Bank shall not be obliged to make a payment to the Trader for the Transactions made on the EFT POS device, arising from the provision of the EFT POS service to the Trader in the following cases:
 - a) the invoice on which the Transaction is based has not been issued;
 - b) if the signature on the User Account is forged or the User Account has been signed by an unauthorized person or the User Account has not been signed;
 - c) if the User Account is illegible or incomplete;
 - d) if two or more User Accounts have been issued for one Transaction;
 - e) if a cash payment has been made to the Cardholder;
 - f) if the Card expires;
 - g) if the User Account refers to the Card for which the Bank has forbidden acceptance and has sent a notification to the Trader before the date of the Transaction;
 - h) if the last four digits of the Card number in the User Account received through the EFT POS terminal are not identical to those of the Card
 - i) if the Issuer refuses to pay the cost to the Bank because of a complaint or objection to performed services or quality of goods;

- j) if the requested documentation has not been submitted or has not been submitted within the stipulated time by the Trader;
 - k) if the Bank has mistakenly approved the Trader for transactions with another Trader;
 - l) if the same amount was wrongly charged to the Cardholder two or more times;
 - m) if the Bank receives a report from its Card Processor and / or Card Payment Schemes about a breach of their rules by the Trader;
 - n) if the Bank fails to dispute the complaint of some of the Transactions at the Trader's EFT POS terminal in the complaint procedure with the Issuer either directly or through the Card Payment Schemes and is charged for it or has to pay the cost of the Transactions and all related fees;
 - g) if the Trader does not fulfill any of its obligations under these General Terms and Conditions and / or Contract;
 - o) if it is established that there are disputed Transactions with the Trader (such as, but not limited to: Reported Complaints, Misuses, Refunds, Authorization Cancellations, etc.), the Bank is authorized to suspend payment indefinitely and charge back any previously approved amount or settle all obligations (including any statutory fees of the Bank, Card firms or statutory fees)
17. The Bank may offset claims that the Trader may have under this Agreement against the Bank with the amount the Bank claims from the Trader.
18. The Trader is obliged to provide to the Bank a written notice of any status changes (mergers, acquisitions, takeovers, changes related to ownership structure, etc.), in particular changes of persons authorized to represent the Trader, or notification of possible liquidity difficulties (threatening account blockages), possible bankruptcy, etc.).

4 THE BANK'S OBLIGATIONS

1. The Bank undertakes, in accordance with the rules of its Card Processor and the rules of the Card Payment Schemes, to take the following actions and carry out the following procedures:
 - a) ensure that the EFT POS terminal is connected to the MBNET, MasterCard and VISA network through the Card Processor
 - b) submit to the Trader the use of the EFT POS terminal(s) and provide access to the transaction authorization system;
 - c) to provide staff training at the Point of Sale, to operate the EFT POS terminal and to provide the Trader with the Operating Instructions of the EFT POS terminal;
 - d) to provide all necessary assistance in terms of informing on the rules and methods of working with EFT POS terminals, in order that the Trader may, in compliance with all these instructions, operate in accordance with the law and requirements / regulations of card payment schemes;
 - e) perform all other obligations in accordance with these General Terms and Conditions.
2. The Bank is obliged, on behalf and for the account of the Cardholder, to make all payments to the Trader in HRK arising from the use of the Cards at the Trader's EFT POS terminals that are made in the manner approved by the Bank and in accordance with the Rules of the Card Processor and the Rules of the Card Payment Schemes.

3. The costs of regular maintenance of the EFT POS terminal shall be borne by the Bank. The Bank undertakes, at its own expense, to maintain the EFT POS terminal technically and programmatically in accordance with the provisions of the Agreement and the General Terms of Use of the EFT POS terminal. Technical and software maintenance means replacing any defective part or all of the EFT POS terminal, if the failure is not caused by the incorrect use of the EFT POS terminal, as well as upgrading the EFT POS terminal software. Incorrect use is considered any use of the EFT POS terminal that is contrary to the contents of the instructions of the Bank ie. the authorized person by the Bank.

4. The Bank agrees with each Trader separately the terms for the EFT POS service, which includes:

- the amount of fees paid by the Merchant to the Bank for Transactions conducted at the Trader's EFT POS terminals
- settlement periodicity of the transactions made at the Trader's EFT POS terminals.

5. The Bank shall provide the Trader with the delivery of materials and instructions for work at the Point of Sale on the day of installation of the EFT POS terminal.

6. The Bank undertakes to provide the Trader with Transaction Information at least once a month. The Bank defines the format and final layout of the reports through which it informs the Traders of the transactions.

7. For transactions performed through the EFT POS terminal of the Trader, the Bank shall make at least the following analytical information available to the Trader:

- a reference that allows the payee to identify a payment transaction based on the Cards. The reference to be provided to the Trader is a reference to the same Transaction in the Bank's systems. Using the Transaction reference, the Trader and the Bank can unambiguously for any purpose determine exactly what the Transaction is about
- the amount of the payment transaction in the currency in which the payment was made in favor of the Trader's payment account
- the amount of the Interbank Fee in the currency in which the Bank receives the said information from the Card Payment Schemes. The said amount will be shown by the Bank only for Transactions regulated by Regulation 2015/751, and if the information is available, it will complete this for all other Transactions
- the amount of the compensation calculated to the Trader for each individual Transaction.

In addition to the aforementioned analytical data, the Bank will also include in the transaction reports the aggregated transaction data at the EFT POS terminals, with the aim of the Trader having a transparent overview of its business in terms of EFT POS acceptances. The data will be aggregated according to the data categories listed below:

- a) the name of the Trader
- b) point of sale and identification (ID) EFT POS terminal
- c) the accounting period of transactions
- d) card type
- e) the category of cards, as defined by Regulation 2015/751 and additional categories according to the categorization determined by the Bank for Card transactions issued in regions not covered by the said Regulation

f) other categories of data specified by the Bank.

The Bank shall send the reports referred to in this item to the Trader electronically (e-mail) at the address previously provided on the Application Form for the installation of the EFTPOS device.

5 TRANSACTIONS AT THE EFT POS TERMINALS WITHOUT THE PRESENCE BY THE CARD HOLDER AND THE CARD

1. The Trader and the Bank may separately contract this service as an exception to the provision of Item 2.3. c) of these General Terms and Conditions which stipulate the obligation of the Card and Card User to be present when conducting transactions through the EFT POS terminal, and it is contracted for transactions conducted without the physical presence of the Card and Card User (the so-called Card not present transactions), and this is indicated in the Application Form for installation of EFT POS terminal.
2. The Trader assumes the risk of any claims arising or may arise as a result of conducting transactions without the physical presence of the Card and Card User, and undertakes to reimburse the Bank for all costs incurred by counterfeit, stolen and / or lost Cards, and costs incurred in carrying out such transactions in violation of legal regulations, the instructions of the Bank and the Card Payment Schemes.
3. Traders who have an agreed transaction type Pre-Authorization and Pre-Authorization Retrieval, which are used when the Card User and the Card are not present, are obliged to adhere to the instructions provided by the Bank when arranging these types of transactions.
4. Pre-Authorization and Pre-Authorization transactions are commonly used by Trader who perform:
 - hotel activities (hotels, motels, etc.) and tourism activities such as travel agencies, private accommodation renters, etc.)
 - vehicle or boat rental activities.For all described and related activities, and if the Bank agrees with the Trader the transaction types Pre-Authorization and Retrieve Pre-Authorization, Merchants are required to strictly adhere to the Bank's appropriate instructions when using the said transaction types.
5. Traders who have an agreed transaction type with the Bank Pre-Authorization and Pre-Authorization Retrieve must complete and sign the Hotel Questionnaire.
6. For the purpose of securing the Bank's claim, which may arise from a complaint or as a result of non-compliance with these General Terms and Conditions, in particular the Instructions for provision and payment of accommodation and accompanying content and the Trader's Rent-a-Car Instruction, the Bank reserves the right to request a security instrument in the form of the Trader's promissory note, which will be defined at the conclusion of the Agreement.
7. If the Bank, at the written request of the Trader, allows manual entry at the EFTPOS terminal for the Cards not physically present, this service of the Bank shall be provided under the following conditions
 - a) the Trader agrees to pay to the Bank any amount paid by the Bank on the basis of a complaint to the card issuer, ie. to the final Card User. The Trader agrees that the Bank may collect all amounts due from the complaint based on a unilateral offset of funds held in all Trader's accounts opened with the Bank, as well as activate the taken over collateral.
 - b) the Trader is obliged to keep confidential the information about the Card Users, which he obtains from the Cardholder for the purchase of goods and services in the manner determined by these General Terms and Conditions.
 - c) the Bank has the right to unilaterally cancel a manual entry at the EFT POS terminal for cards not physically present, without the obligation to give a notice period and justification

- for cancellation, if there is a suspicion that the Trader does not comply with the provisions of these General Terms and Conditions and the entire contractual relationship.
- d) the Bank shall have the right to refuse the Trader's request for manual entry on the EFT-POS terminal, without obligation to provide reasons.
 - e) upon receipt of the application for hotel accommodation services from the Cardholder, the Trader agrees to request authorization for the transaction by conducting a pre-authorization.
 - f) each additional debiting the Cardholder must be approved and carried out as a separate transaction and the Cardholder must give his / her written consent to additionally charge his / her card.
 - g) when making provision, the Trader is obliged to ask the Cardholder for the name and surname, address of residence, number and validity of the card, and issue a written confirmation to the Cardholder, which together with the requested information contains the price of the night, name, address of the facility and conditions of cancellation of the provision.
 - h) if the Cardholder cancels his / her provision with a paid card, the Trader, in accordance with the rules regarding the type of activity he / she performs, is obliged to issue a written confirmation of the cancellation of the provision, which, in addition to the requested information about the Cardholder, number, card validity and accommodation, contains the number of canceled provisions.
 - i) in case the provision is not canceled within the stipulated cancellation period, the Trader shall be entitled to charge the cost of one overnight stay, with which it is obliged to issue an invoice containing information on the amount of the overnight stay, the name and surname of the Cardholder, the number and validity of the card, and enter "NO SHOW" on the confirmation receipt.
 - j) where the user of the hotel accommodation service is not the Cardholder who pays for the service but another person, the Trader is obliged to obtain a written confirmation issued and signed by the Cardholder. The Cardholder's written confirmation must include the authority to debit his account for hotel accommodation services, the personal information of the person using the services, the time period during which the services are used and the amount to which the cardholder's account can be debited.
 - k) in the event that the provision or cancellation of the provisions is made through a third party (eg. the agency through which the Trader makes provisions and cancellations of provisions), the Trader undertakes to bear all costs incurred by the mistake of the third party. The Trader is obliged to keep and store all documentation related to provisions and cancellation of the provisions and submit it at the request of the Bank within the deadline stated in the request.
 - l) the Trader shall bear all damage that may arise from failure to comply with the obligations under this Item of the General Terms and Conditions or from failure to comply with the booking and payment instructions provided by the Bank during the installation of the EFT-POS terminal
 - m) when renting a vehicle / vessel to the Cardholder, the Trader agrees to request authorization for the estimated amount of the expense for which the Cardholder 's account will be debited based on the valid price list of the business entity and the rental period of the vehicle / vessel. If after the rendering of the vehicle / boat rental service the amount of the service is greater or less than the approved estimated amount of the service, the Trader agrees to request a new authorization for the actual total amount of the service, before debiting the cardholder's account.
 - n) in the event that damage to the vehicle / vessel is determined during the takeover of the vehicle / vessel, the Trader is obliged to notify the Cardholder of the estimated amount of damage, to specifically request the approval for said amount for the said amount and carry out the transaction, which the Cardholder will verify by signature. The Trader shall

be liable for any damage that may result from failure to comply with the obligations of this clause of the General Terms and Conditions.

6 PAYMENT IN INSTALLMENTS

The Trader may arrange payment with the Bank in installments for Maestro, Mastercard or Visa cards in a way that the Trader requests to pay in installments on the Application Form for the installation of the EFT POS terminal. The Bank may provide the aforementioned service only for certain cards of legal entities with which the Bank has an Agreement on the use of MBPlus service. This installment payment service will be provided under the following conditions:

1. The Bank shall allow Card Users to make one-time delayed payment as well as installment payments, with or without payment delay.
2. The services referred to in the previous Item may be performed solely on the basis of the Debit Card of the MBCard / Maestro, Mastercard or Visa related to the card account of the Cardholder at the Bank or a transaction account at another bank.
3. The Trader undertakes, on the basis of the authority referred to in the preceding paragraph of these General Terms and Conditions, to authorize its employees to realize the installment payment service using the EFT POS Terminal on behalf of and for the account of the Bank. The Trader shall be liable to the Bank for any damage that may occur by the actions of the Trader's authorized employees contrary to the Agreement and / or these General Terms and Conditions and / or the instructions and / or acts referred to in these General Terms and Conditions.
4. The contracting parties have agreed that the Trader will sell goods and services in installments from their business with cards, subject to the following conditions:

- When entering the Transaction, payment in installments through the EFT POS Terminal the Trader is obliged to indicate the number of installments, the number of days of deferred payment and the total amount of the purchase. Purchase represents the amount for which the Buyer-Cardholder will be charged in as many monthly installments as specified in the Authorization Request.
- The Bank will pay to the Trader the total amount of Transactions for goods and services sold in installments in HRK decreased by the amount of the fee specified in the Agreement for accepting cards through the EFT POS terminal within the deadlines specified in the subject Agreement.

5. If the Trader at EFT POS terminal does not receive confirmation that the transaction is approved (Approval of the Issuer), it is not authorized nor it may, in the name and on behalf of the Bank enable the User of the card service payment in installments, with or without deferred payments using EFT POS Terminal. If the Trader acts contrary to the foregoing, the Bank bears no liability nor responsibility, and any damage caused by such treatment is born solely by Trader.
6. When completing each payment installment transaction, with or without delay, using the EFT POS Terminal, the Cardholder is obliged to authorize the transaction. The Trader is obliged to ensure the implementation of the transaction and its authorization in accordance with the provisions of the Agreement and these General Terms and Conditions.

7. The Trader shall be liable for damage resulting from acting contrary to the provisions of this Article, and the Bank shall not be obliged to do its obligations if the Trader fails to comply with its obligations.

7 SUPPORT TO THE USE OF THE EFTPOS TERMINALS

1. The Bank shall provide Trader the support regarding EFT POS terminals installed at the Trader in the following stages:
 - Installation / relocation of EFT POS terminals, training of Trader staff working with the Bank's EFT POS terminals
 - Troubleshoot technical issues at EFT POS terminals
 - Support in resolving financial claims arising from the EFT POS terminal business with the Trader
 - Support for the introduction / modification / cancellation of some of the services provided through the EFT POS terminals
2. All EFT POS terminals are remotely operated. Management is performed by the Card Processor or the maintenance service provider, with whom the Bank has concluded the relevant legal transaction, all in accordance with the agreements concluded with the Bank. Management involves changing the parameters of the terminal, updating the list of blocked cards, updating and changing the terminal application (if necessary), and periodically recording the status of the EFT POS terminal. The determination of the dynamics, as well as the periodic recording of the status of EFT POS terminals, is in the responsibility of the Bank. The Bank shall not be obliged to notify the Trader in advance of the above changes.
3. In the event that, during the periodic recording of the situation, malfunctions in the operation of EFT POS terminals are detected, the Bank shall proceed to eliminate them, irrespective of whether the malfunction was detected by the Trader. The cost of troubleshooting the EFT POS terminal, as well as the cost of spare parts, is fully borne by the Bank.
4. In case of failure or malfunctioning of the EFT POS terminal, the Trader shall report the problem by telephone to the telephone numbers provided by the Bank visibly displayed at each EFT POS terminal to remedy the failure or any other number subsequently notified by the Bank. If eliminating the malfunction cannot be done through verbal communication, the Bank undertakes to proceed with removing the malfunction at the site itself in the shortest time.

8 COMPLAINTS

1. The Bank assumes no responsibility for the quality and delivery of goods and services purchased by the Card. All complaints regarding goods and services are resolved by the Cardholder with the Trader. Complaints regarding the performed transactions at the Trader's EFT POS terminals may be received by the Bank directly from the Card Issuer or through the Card Companies. If the Bank fails to challenge the Cardholder's complaint during the reclamation procedure and is charged for the same or has to pay the cost of the transactions and all related fees, and has previously settled the disputed transaction with the Trader, the Trader accepts and agrees that the Bank decreases future transactions against the Trader by the said amount plus all related fees or charge the same amount to the debit of its transaction account without a specific order and consent.

2. The Trader accepts and agrees that the Bank shall act in the same manner also in case that the Trader has not previously settled the amount of the disputed transaction.
3. The period for complaints under these General Terms and Conditions for transactions conducted at the EFT POS terminal shall be fifteen days, beginning from the moment when the Transaction Data is submitted to the Trader, in accordance with the provisions of these General Terms and Conditions.
4. The Trader undertakes that the Bank can charge any amount paid by the Bank on the basis of a complaint to the card issuer, or to the ultimate Card User. The Trader agrees that the Bank may collect all amounts due from the complaint by unilaterally debiting funds held in all Trader's accounts opened with the Bank, as well as activating the taken over collaterals.
5. In the case of resolving requests or objections of the Client / Respondent to the processing of personal data and the exercise of the clients' rights related to the processing of personal data, the complaint procedure and the deadlines set out in the General Data Protection Regulation and "Personal Data Protection" of these General Term and Conditions shall apply.

9 PERSONAL DATA PROTECTION

1. The Bank, as head of personal data processing, with a view to fulfilling the requirements as to the lawfulness of the processing of personal data and other conditions laid down 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 free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "General Regulation"), collects and processes the personal data of its Clients in accordance with the principles and legal bases of the General Regulation
2. When collecting and processing personal data of Clients, the Bank shall provide them with information from the General Regulation, depending on whether the data was obtained from the respondent himself or from a third party.
3. Information that the Bank may collect and process may include, for example, the following information:
 - Identification information (surname, first name, date of birth, gender, citizenship, residence address, OIB)
 - Identification document information (number and type of identification document, date of issue, expiration date, issuer of the document / place of issue of the document)
 - financial identification information (transaction and deposit account numbers, loan numbers, credit and debit cards, secret codes (PINs, PANs, etc.)
 - financial transactions (announced and executed payments, account balances, credit lines granted, deposits, guarantees)
 - memberships in associations (memberships in trade unions, political parties, etc.), etc.
4. If the Bank collects and processes certain categories of personal data not provided in these General Terms and Conditions, the Bank shall inform the Client about their collection and processing at the moment of their collection, through the document "Privacy Statement", which is adapted for the collection and processing of personal data information for various purposes, and the purposes are stated in the statements in question.
5. Clients can find privacy statements on the Bank's website at www.kentbank.hr, as well as at the Bank's branch office.

6. The Bank may also provide customers with additional information regarding the collection and processing of their personal information in relation to the specificity of a particular credit product, whether verbally or in some other way.
7. The Bank collects and processes from the respondents the personal data it needs to fulfill the purpose for which they were collected and are collected on the basis of one of the legal bases specified in the General Regulation, or if processing is necessary for the performance of the contract in which the respondent is a party, if processing is necessary to take action at the request of the client prior to the conclusion of the contract, if processing is necessary for the legitimate interests of the Bank or to comply with the Bank's legal obligations.
8. This includes the Bank's right to use, collect, store, organize, duplicate, record and access personal information for the purpose of the regular business of the Bank and the member of the group to which the Bank belongs in a third country.
9. The Bank may pass personal data to third parties such us:
 - processing executives and joint managers who are registered to perform processing activities for the purpose of processing and who meet the appropriate level of protection of personal data
 - authorized bodies and employees of the Bank, as well as a member of a group to which the Bank belongs in a third country, for the purpose of conducting its regular business in accordance with the law and / or internal rules and procedures of the Bank.
10. Furthermore, the Bank may collect personal data on the total amount, type and timely settlement of obligations incurred by any legal basis, and submit them to authorized law firms or other advisors, government institutions and other public bodies, and all for the duration of a specific contractual relationship, as well as for the purpose of any subsequent proceedings and actions regarding the failure to fulfill or the improper fulfillment of the contractual obligations arising from this contractual relationship.
11. The Bank will process Customer's personal information only for the fulfillment of the purpose for which it was collected, such as:
 - assessing the risk of money laundering and terrorist financing
 - submission of information to competent institutions, executors and / or processing managers for the purpose of fulfilling the Bank's legal and contractual obligations
 - submit information to the authorized bodies of the Bank, employees and group members in the third country in the form of reports at different intervals, which the Bank must submit in accordance with the law and / or internal rules and procedures of the Bank
 - for direct marketing purposes during and after the end of a business relationship
12. If the processing of personal data is based on a consent as the legal basis for processing, the Client may withdraw it at any time, but withdrawal of the consent will not affect the legality of processing that was based on a consent before it was withdrawn.
13. The Bank shall retain the Client's personal data for as long as the relevant legal regulation stipulates that relates to certain processing personal data, that is, to the extent permitted by the respondent in its consent.
14. The following rights shall be granted to the Client during the contractual relationship:
 - the right to be informed
 - the right of access
 - the right to correct any personal information that is incorrect or incomplete
 - the right to delete personal data
 - the right to restrict the processing of personal data

- the right to transfer the data to the respondent and / or other processing manager
 - the right to object to processing personal data including the objection to making solely automated decisions as well as the objection to processing data for direct marketing purposes.
15. The Client may exercise the said rights at any time on the form of the Bank or in free form and submit it to the Bank in one of the following ways:
- By mail to KentBank d.d. Gunduliceva 1, 10 000 Zagreb
 - By email to szop@kentbank.hr
 - by fax to +385 75 802 604
 - in person at a branch of the Bank
16. The Bank undertakes to keep all information it has learned about the Client confidential in accordance with legal requirements.

10 CANCELLATION / TERMINATION OF THE AGREEMENT

1. The Bank is authorized to cancel / terminate the Contract by giving written notice to the Trader with immediate effect (without notice period) in the following cases:
- a) if the Trader does not comply with or refuses to comply with any contractual obligation under the Agreement, these General Terms and Conditions, and in particular if it does not comply with and does not act in accordance with the instructions of the Bank under these General Terms and Conditions
 - b) in case of doubt and / or evidence that the Trader and / or his employee is involved in misuse, the Bank reserves the right to settle any outstanding obligation towards the Contractor only after determining the amount of the damage, in the amount decreased by the damage incurred / determined.
 - c) in case of a suspicion and / or evidence that the Trader and / or an employee is involved in misusive actions and / or that the sale of goods and / or services of illegal and / or inappropriate content is done through the Trader's Point of sale
 - d) if the information provided in the Application Form for the installation of the EFT POS terminal and / or the Contract is found to be incorrect
 - e) in the event that the Trader fails to settle its obligations under the Agreement in a timely manner
 - f) in the event of a rise and / or reporting by the Card Payment Schemes of the disputed transactions, particularly the reported misuse, received complaints, requests for documentation / information by the Issuer Banks and made refunds
 - g) if the Trader refuses in any way to assist the Bank and / or participate in the investigation conducted by the Bank in cases such as, but not limited to: cases of reported misuses, complaints, returns
 - h) in the event of an event or circumstance which (individually or in interaction with a previous event or circumstance) constitutes a negative change in the human resources, performance of the activity, property, financial or trading position of the Trader of such magnitude that can be expected (by reasonable judgment of the Bank) that the Trader will not be able to fulfill its obligations under the Agreement
 - i) where, at the reasonable judgement of the Bank, no conditions exist and / or it is impossible to secure the conditions for the fulfillment of the purpose of the Agreement

- j) The Trader sells illegal goods and / or services or engages in illegal activities in any way in the event that the Bank's Card Processor and / or any of the Card's payment schemes requires the Bank to terminate the Agreement
2. In the event that there is a suspicion of the Bank in a misuse of the cards and any unlawful action by the Trader to the detriment of the Bank, the Cardholder or any third party, the Bank may at any time and without prior notification and consent of the Trader temporarily or permanently prevent the Trader from using the service to accept the cards at EFT POS terminals.
3. Despite the termination and / or cancellation of the Agreement, the Bank is authorized to withhold all payments to the Trader and settle from the amount of retained funds for all payments made on grounds such as, but not limited to: applied misuses, complaints, returns.
4. Notwithstanding the termination and / or termination of the Agreement, the Trader shall be liable to the Bank and third parties for all damage incurred upon the executed transaction.
5. In the event of termination of the Agreement for any reason, the Trader shall remove the affiliation characteristics of the Card Processor, Visa and / or MasterCard.

11 ENTERING INTO FORCE AND APPLICATION

1. These General Terms and Conditions, as an integral part of the Agreement, bind the Trader by signing the Agreement. The Bank reserves the right to amend these General Terms and Conditions. By way of derogation from the foregoing provision, for Traders who have already entered into an Agreement with the Bank on the effective date of these General Terms and Conditions, these General Terms and Conditions:
 - a) oblige the Trader from its entry into force
 - b) the provisions of these General Terms and Conditions replace the specific contractual provisions and agreements from previously concluded Agreements, unless the Trader terminates or cancels the Agreement and it is deemed that the Trader have agreed to these General Terms and Conditions and its application to the existing contractual relationship with the Bank if, by the date of its entry into force does not inform the Bank that it does not accept them and is deemed to have accepted them in this respect.
2. These General Terms and Conditions are available to the Merchant in writing with the Business Relations Officer in charge of the Business Relationship and on the Bank's website: <https://www.Kentbank.hr>.
3. All amendments to these General Terms and Conditions shall be made available to the Trader by the Bank in the same manner as stated in the previous paragraph.
4. These General Terms and Conditions shall apply together with:
 - Decision on fees in dealing with business entities
 - Decision on interest rates for business entities
 - Instructions for using the POS terminal
 - Instructions for booking and paying for accommodation and related facilities
 - Summary of instructions for booking and paying for accommodation with payment cards
 - Instructions for rent-a-car dealers
 - Hotel questionnaires

and form an integral part of the General Terms and Conditions. The Trader also accepts other general terms and conditions of the Bank that may influence the business relationship.

These General Terms and Conditions shall enter into force on 15 February 2020. The General Terms and Conditions from 22 May 2018 shall cease to apply with the entry into force of these General Terms and Conditions.