

## Addiko Bank d.d.

### Addiko EBank ONLINE BANKING TERMS AND CONDITIONS FOR NON-RESIDENTS

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#### INTRODUCTION

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With these Terms and Conditions Addiko Bank d.d. (hereinafter the Bank) determines the rights, responsibilities and conditions for the use of the Addiko EBank online banking service (hereinafter the Addiko EBank) and Addiko Mobile service (hereinafter Addiko Mobile) for non-residents.

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#### DEFINITION OF TERMS

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**User:** is a private individual, older than 15 years, the holder of a transaction account who completes an Application for the use of Addiko EBank services or their authorized person on transaction account whom the Bank, provided that they are also a Addiko EBank User, automatically provides access to the account and the use of the service on the transaction account of the principal (with restrictions that apply to the authorized person on the transaction account);

**Application to use the Addiko EBank service:** is a form which the User shall complete and submit at the branch where their transaction account is managed (hereinafter: the application);

**A one-time password generator:** is a device generating passwords for the access to Addiko EBank and Addiko Mobile services and is secured with a personal password (PIN) of the User (hereinafter: the OTP generator);

**Personal identification number (PIN):** is a combination of successive characters which the User sets himself and thereby ensures safe use of the password generator;

**E-document:** is an document issued in electronic form in accordance with the applicable statutory provisions and is processed in E-invoices System; E-document equivalently replaces an document in paper form which the issuer issues for performed services/issued goods, etc; these documents can be treated as e-document: e-invoice, e-dunning letter, e-credit letter, e-debit letter, e-delivery note, e-order form, e-pro forma invoice;

**E-registration:** is an electronic (on-line) registration for receiving e-documents which recipient of e-documents completes in Addiko EBank. The Bank forwards the registration via the system to the issuer of e-documents stated in the registration.

**E-deregistration:** is an electronic (on-line) deregistration from receiving e-documents which the recipient of e-documents completes in Addiko EBank. The Bank forwards the deregistration via the system to the issuer of e-documents stated in the deregistration.

**E-invoice Exchange System:** is a system which enables smooth exchange of e-documents and is used by all participants, required for effective and successful e-document exchange: issuers, recipients, intermediaries and archivists;

**E-document recipient:** is a natural or legal person who e-document is intended for and is in an established business relationship with the e-document issuer.

**E-document issuer:** is a legal person who issues e-document and is in an established business relationship with the e-document recipient.

**Username:** is a series of characters with which the Users identify themselves when accessing the Addiko EBank or Addiko Mobile application.

**Password:** is a sequence of numbers, obtained via hardware or software password generator and is used to authenticate the User.

**Activation password:** is a series of characters that serve to activate the software password generator. After a successful activation of an activation password, the activation password expires and is no longer usable.

**Personal password:** is a series of characters that serve to activate the software password generator and is defined by the user after first login to Addiko Mobile. After successful definition of Personal password, it can be used for reactivation of Addiko Mobile on same or additional/other devices.

**Onetime password:** is a series of characters that serve to activate the software password generator and for confirmation of procedures in Addiko EBank and is delivered to the user via SMS message.

**Price list:** is the currently valid price list of Addiko Bank d.d., which is available on demand in all business units of the Bank and on the Bank's website [www.addiko.si](http://www.addiko.si).

**OFAC:** (Office for Foreign Assets Control) is a US office for the control of foreign investments. In order to prevent money laundering and terrorist financing, the USA implements programs under which they publish a list of countries and natural or legal persons (the OFAC list) with which it is prohibited to enter into business relationships. It is also not allowed to carry out transactions (debit or credit) of listed persons or entities established or with an address in the countries on the list.

**FATCA:** (Foreign Account Tax Compliance Act) is the Act on the compliance with the US tax regulations relating to accounts abroad. FATCA is a US legislation aimed at the prevention of tax evasion by taxable US persons from the assets invested in the financial accounts and in companies outside the United States.

**Mobile Device:** is User's Android, iOS or HarmonyOS. device that allows installation and use of Addiko Mobile Slovenia.

**Biometric data:** are data of an individual's physical characteristics, such as fingerprint, facial features, corneal properties, which the mobile device, if possible, captures with the help of built-in sensors and can represent an additional authentication method. Biometric data are stored only on a mobile device and the Bank does not have access to them.

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#### MAIN FEATURES OF ADDIKO EBank

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Addiko EBank allows the User to carry out at least the following banking services: access to the account history and balance, access to the transaction history and balance of the overdraft on the MasterCard, payments, any other services Addiko EBank might be upgraded with in the future.

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#### MAIN FEATURES OF ADDIKO MOBILE

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# Addiko Bank

Addiko Mobile provides the User with the following Banking services: access to transaction history and balance of the principal and the authorized transaction, savings and deposit accounts, access to transaction history and other information on payment cards, execution of payments and internal transfers of funds between the User's accounts and any other services.

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## COMPLIANCE WITH MINIMUM TECHNICAL REQUIREMENTS

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The User must for the use of Addiko EBank and Addiko Mobile services ensure adequate hardware, communication and software equipment. Minimum requirements for the necessary equipment are located on the Bank's website [addiko.si](http://addiko.si) under the category Private Individuals/E-banking. The User is obligated to monitor and adapt to the changes in minimum requirements, of which the Bank will inform him in the manner specified in these Terms and Conditions.

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## ACQUIRING THE RIGHT TO USE ADDIKO EBank

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The Bank shall authorize the User to use Addiko EBank if:

- they have a transaction account at the Bank,
- they submit correctly a completed and signed application with all the required appendices,
- they have read these Terms and Conditions, understand and agree with them which they confirm by signing the Application for the use of Addiko EBank,
- they settle all costs for the activation of Addiko EBank.

In accordance with the provisions of FATCA, the Addiko EBank User is obligated to on the request of the Bank submit in writing a form defining whether they are a US taxable person, i.e. whether they meet the criteria (e.g. country of birth, home address, telephone number) which suggest that they could be, and are therefore defined as FATCA relevant person. In the event that the User is a FATCA relevant person they are obligated to on the request of the Bank within a specified period of time submit a completed prescribed form stating their FATCA status and thereby allow the Bank to adequately report to tax authorities.

The Bank reserves the right to reject the application without stating reasons for refusal, of which it shall notify the User at the latest within 5 working days of receipt of the request.

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## ACQUIRING THE RIGHT TO USE ADDIKO MOBILE

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The User acquires the right to use Addiko Mobile when the Bank approves the use of Addiko EBank service. It is considered that the User began using the service upon the first login under the assigned username. Service fee for the use of Addiko Mobile shall be charged according to the price list.

If the User during the use of the Addiko EBank service cancels the option of using the Addiko Mobile service, his right to use it shall not cease. The Bank shall consider that the User reregistered to use the services at the first re-login.

The Addiko Mobile service is intended for the use with smartphones and tablet computers with Android or iOS operating systems and Internet connection.

The use of Addiko Mobile is possible via Addiko Mobile mobile application which the User installs via Google Play Store for phones with Android, through the App Store for phones with iOS operating system or through the Huawei AppGallery store for phones with Harmony operating system.

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## IDENTIFICATION AND ADDITIONAL CERTIFICATION

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Unique identification and strong authentication of the Addiko EBank and Addiko Mobile User is ensured by the use of:

- a unique username the User was assigned by the Bank, and
- a one-time password that is based on the entry of the personal identification number (PIN) generated by a hardware or software password generator, or
- a one-time password generated by a software password generator based on the use of biometric data.

The User can regardless of how many different devices they are using decide to use one machine generator of passwords and / or up to three different software password generators.

The Bank shall latest within 10 working days of the submission of the application for Addiko EBank prepare a hardware password generator and username the User can take delivery of at the bank branch where they submitted the application,

The Bank on the day of submission of the application or in case of reset of Activation password send a username and Activation password for activating the software password generator on user's e-mail and after the insertion of these two data also Ontime password via SMS message on user's mobile phone number.

In compliance with the safety requirements of the Bank, certain procedures in Addiko EBank should be further confirmed with a one-time password, which the User shall obtain depending on the selected setting in the form of an SMS to the previously confirmed mobile phone number.

The procedures which have to be further confirmed with one-time passwords are:

- submitting the payment order which has not been previously saved under Templates;
- changing the User's confirmed mobile telephone number;
- the creation of a new Template or a significant change to an existing Template;
- other actions where in accordance with safety risks the Bank assesses that additional User confirmation is needed.

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## ADDIKO EBank USER'S OBLIGATIONS

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For the purpose of protection and safety of operations via Addiko EBank the User shall immediately upon receipt of the hardware password generator change the default PIN. It is recommended that the User thereafter periodically changes the PIN and does not use the PIN used for other devices or debit cards. If the User suspects or finds that their PIN is known to a third party, they are obligated to change it immediately.

In the case that the User enters an incorrect PIN three times (3x), the password generator is automatically locked and the User:

- must report to the bank branch that manages their account, where they on the basis of the code from the hardware password generator the Bank employee assigns a new PIN which the User must then change in the same manner as upon the receipt of the first PIN,
- must contact the Bank on phone number 01 580 43 00, and the Bank after additional checkings based on the User's Application sends new Activation password and Onetime password for activation of the software password generator.

Addiko EBank is intended to be used by the User himself exclusively. The User is responsible for the safe-keeping of the password generator and the PIN, and should not let third parties have access to it or use it. The User must not allow or enable any other person, including any authorized persons on the User's account(s), to access Addiko EBank using the User's username and password. The User is fully responsible for the damage caused to them or the Bank due to the breach of obligations.

The User is obligated to replace the used battery in the password generator at their own expense. The Bank accepts no liability for improper battery replacement. In the event of destruction or damage to the hardware password generator so that it is no longer fit for use, the User must apply for a new password generator and is obligated to pay all costs for the issue of a new password generator.

The User also bears responsibility for the selection, use and maintenance of the security system to protect their computer, or other information resources (e.g. smartphone, tablet) which they use to access Addiko EBank. The User shall be fully liable for all damage caused to them or the Bank as a result of malicious code in the used computer or other misuse or unauthorized use of Addiko EBank with its identification means. When in doubt about the identity of the Addiko EBank website the User should verify it via the digital certificate by inspecting the URL address bar of the internet browser which confirms the identity of the website and which must be issued for the website "ebank.addiko.si".

The User is obligated to inform the Bank of the loss or theft of the password generator, i.e. misuse of Addiko EBank as soon as possible at the telephone number +386 (0)1 580 43 00, available 24 hours a day, 7 days a week. In the case of an unauthorized payment transaction resulting from the loss or theft of a password generator or misuse of Addiko EBank as a result of the fact that the User did not protect their personal safety elements, the damage caused by the time the loss event was reported shall be borne by the User, up to a maximum of EUR 50, except in cases where the execution of payment transaction is the result of fraud by the User or if the User intentionally or through gross negligence failed to meet their statutory obligations. The User agrees to immediately inform the Bank of any unauthorised use of Addiko EBank.

Upon received information on misuse by the User, the Bank shall block the use of Addiko EBank until new means of identification and authentication are established. The cost of the blockade and the setting up of new means for the

identification and authentication shall be paid by the User in accordance with the Bank's price list.

The User undertakes to:

- regularly monitor transactions on its Bank account,
- regularly review notifications and documents sent by the Bank via Addiko EBank,
- immediately inform the Bank in the event of any misuse of the password generator, PIN or other equipment necessary for the operation of Addiko EBank,
- comply with these Terms and Conditions and any other oral or written instructions by the Bank when using Addiko EBank.

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#### ADDIKO MOBILE USER'S OBLIGATIONS

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The User undertakes to:

- after receiving the Activation password immediately activate the software password generator,
- carefully safeguard the mobile device and PIN and protect them with due diligence to prevent the loss, theft or misuse, not to allow it to be viewed or used by unauthorized persons and in case of suspected misuse of mobile Bank immediately inform the Bank and request blocking of the software password generator and being responsible for any damage caused, either directly or indirectly, by the use of a mobile device by unauthorized persons,
- in case of activation of use of biometric data for registration and confirmation of transactions, only its own biometric data are to be stored on the device. Otherwise, user is solely responsible for any damage resulting from possible misuse. Bank shall not be liable for any damages resulting from possible misuse as a result of non-compliance with instructions related to the use of biometric data in these General Terms and Conditions,
- secure access to mobile device with a password or other appropriate protection and never leave mobile devices unattended,
- use appropriate mobile device that is not adapted to provide root access (i.e. "rooted" or "jailbroken" devices) and does not contain malware ("malware"),
- use Addiko Mobile mobile application downloaded exclusively from official Apple App Store and/or Google Play Store,
- use the Addiko EBank service in accordance with User instructions, provisions of these Terms and Conditions and the applicable law,
- before changing the mobile device, remove the Addiko Mobile application from the device,
- when changing the mobile device activate a new software password generator,
- regularly review notifications on the delivery of the new version of the service,
- assume full material and legal responsibility for transactions submitted via Addiko Mobile, including any amounts that are incorrectly paid or transferred to an incorrect account, if they were carried out at the request of the User.

Addiko Mobile is intended to be used by the User himself exclusively. The User is responsible for the safekeeping of their credentials to access the application. The User must not allow or enable any other person, including any authorized persons on the User's account(s), to access Addiko Mobile using the User's username and password. The

User is fully responsible for the damage caused to them or the Bank due to the breach of obligations.

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## THE BANK'S OBLIGATIONS

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The Bank shall deliver a technically flawless hardware password generator to the User. The warranty period of a hardware password generator is one year. In the first year after the delivery the Bank will replace the hardware password generator free of charge, as long as it is established that there is necessary due to a technical error. The costs of replacing the hardware password generator after the expiry of the warranty period are equal to the amount of registration fee specified in the price list.

The Bank undertakes to use its best endeavours to ensure the smooth functioning of the Addiko EBank and Addiko Mobile services. The Bank is not responsible for disturbances and interruptions in telecommunication networks, errors arising in the transmission of data via telecommunications networks, or denied access to Addiko EBank, Addiko Mobile for reasons not attributable to the Bank.

The Bank is also not responsible for the problems in the application of Addiko EBank and Addiko Mobile services if the User does not satisfy the technical conditions of use listed on the Bank's website.

The Bank assumes no liability for damage incurred due to possible damage or destruction of the User's hardware equipment, or any User data resulting from the use of Addiko EBank and Addiko Mobile.

For security reasons or system upgrades the Bank reserves the right to temporarily partially or fully restrict or disable the operation of services and user access to Addiko EBank and/or Addiko Mobile services.

All logins or attempts to login in Addiko EBank, Addiko Mobile and processes taking place for all services are recorded. All these data are stored in accordance with the applicable regulations.

With goal to prevent fraud the Bank will in line with regulatory requirements monitor the use of Addiko EBank, Addiko Mobile and can in case of suspect of abuse take measures to prevent or limit damage to the user and the Bank. With this purpose Addiko Mobile is collecting and checking specific data about mobile device and sending these data to the bank with goal to evaluate them. If the user refuses to allow collection and evaluation of the data about their device, the bank reserves the right to limit or disable the use of Addiko Mobile application.

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## COMPLIANCE WITH SECURITY REQUIREMENTS AND RECOMMENDATIONS

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The Bank recommends that the User install quality software against harmful software, which shall be often, at least once a day, automatically updated in order to activate the firewall on the computer, and regular updating of the operating system and other software installed on the computer the User is using Addiko EBank.

The User can find information about the safe use of Addiko EBank and protection of their mobile device in the brochure "Recommendations for security of Internet payments", available in all branches of the Bank or on the Bank's

website. The brochure also presents some of the threats to modern means of payment, such as, for example, pharming and phishing, as well as protection measures when misuse is established.

The User is solely responsible for ensuring the security and confidentiality of their mobile device which generates one-time passwords or receives messages with a one-time password. The User must safeguard it to prevent loss or theft and in an appropriate manner protect it against misuse in case of loss or theft (e.g. by locking the screen with a password, PIN, or pattern, including the setting which disables viewing the content of messages or disables the preview of notifications while the screen is locked).

In the event of theft of soft or hard token or fraud of Addiko EBank and/or Addiko Mobile, or suspicion thereof, the User must report this to the nearest police station and provide the Bank with a proof of compliance with these obligations.

At the same time the User is responsible for ensuring confidentiality of the received passwords to the mobile phone number, their own messages and other verification data the User receives or sends when using the Addiko EBank and Addiko Mobile services, and all activities involving the use of a User's unique passwords, own personal message and other verification information the User sent, received or indicated. The User agrees that they will not transfer or sell their access to the use of Addiko EBank services to any third persons.

The Bank in connection with Addiko EBank or Addiko Mobile never sends customers e-mail messages that would require a response from the recipient, such as updating or confirming information or any other activity or message that would require information such as usernames, passwords or other User's personal data via visiting the website or by e-mail. Upon receipt of such messages the User must immediately inform the Bank at telephone number +386 (0) 1 580 43 00 or by e-mail to: varnost.si@addiko.com.

The Bank will primarily inform Users about security risks and the minimum requirements by notices on the website [www.addiko.si](http://www.addiko.si), its Facebook profile, or via Addiko EBank, but also through public media. In the event that the Bank should choose to inform Users by other means (e.g. E-mail or SMS notification), these messages will not contain any active hyperlinks to visit website.

For secure communication please call the telephone number +386 (0) 1 580 43 00, use messages in Addiko EBank or visit a bank branch.

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## EXECUTION OF PAYMENT TRANSACTIONS AND OTHER BANKING SERVICES

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The Bank will carry out payment transactions and other banking services the User requests via Addiko EBank and Addiko Mobile in accordance with the Terms and Conditions for managing a transaction account and provision of payment services for private individuals as well as in accordance with other terms and conditions for individual services and the contracts which the User concludes with the Bank.

In Addiko EBank and Addiko Mobile the User can also submit payment orders with a later date of execution (value), but

not later than 90 days from the date of the entry of the payment order.

The Bank shall carry out the payment within the limits of available funds in the account. The User shall be informed about any outstanding payment orders via the Addiko EBank and Addiko Mobile service.

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## RULES FOR CONDUCTING BUSINESS VIA E-DOCUMENTS

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The Addiko EBank User who wishes to receive e-documents must perform e-registration to Addiko EBank. In the event that the User has several bank accounts in Addiko EBank, they must select the appropriate Bank account. The Bank forwards the e-registration to the e-document issuer. The Addiko EBank User is obligated to monitor whether the e-registration was delivered or not. In the event that the e-registration was not delivered, the Addiko EBank User should contact the issuer of e-documents. On the basis of the received e-registration the issuer of e-document forwards it to the Bank, which then enters it in Addiko EBank.

In the event that the Addiko EBank User does not wish to receive an e-document, the User shall submit an e-deregistration in Addiko EBank.

The recipient of e-documents is liable to immediately report any changes that might in any way affect the receiving of e-documents to the Bank, i.e. the issuer of e-documents.

The e-document recipient's Bank is obligated to:

- take delivery of received e-documents submitted in the E-invoice Exchange System,
- make the received e-documents available to the recipient in Addiko EBank,
- send feedback on delivery, i.e. non-delivery of the e-document to the recipient to the E-invoice Exchange System.

Recipient of the e-document shall resolve all issues resulting from e-documents, such as inappropriate content, incorrect billing, etc. directly with the issuer of the e-document in question, while all the technical complaints shall be addressed directly to the Bank.

In the event that the e-document recipient does not wish to receive e-documents any longer, they must deregister from this service in Addiko EBank, i.e. inform of their decision the e-document issuer.

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## AMICABLE SETTLEMENT OF DISPUTES

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If the user is not satisfied with the decision on the complaint / claim or did not receive the response within the time limit, the Bank provides a procedure for the out-of-court dispute resolution before an independent contractor for out-of-court dispute resolution.

The user can obtain information about the provider of the out-of-court dispute resolution services, form and composition of the authority and the method and the process of the decision-making authority on the website [www.addiko.si](http://www.addiko.si) in the Rules on the extra-judicial settlement

of disputes. The Bank sends the user information about a certified independent provider in writing, together with the reason for the rejection of the complaint.

The user can file a complaint in the case of failure in the appeal proceedings against the Bank with a certified provider for the out-of-court dispute resolutions for the Bank, which is:

Združenje bank Slovenije - GIZ Ljubljana, Šubičeva ulica 2, 1000 Ljubljana, e-mail: [irps@zbs-giz.si](mailto:irps@zbs-giz.si), telephone number: +386 1 24 29 700.

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## BLOCKED USE OF ADDIKO EBANK AND ADDIKO MOBILE SERVICES

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The Bank shall block access to the Addiko EBank and Addiko Mobile services based on the received notification by the User on the loss, theft, misuse or unauthorized access to authentication instruments. All requests for the execution of payment transactions and other services sent before the blockade of the Addiko EBank and Addiko Mobile services shall be automatically executed and up to the amount of EUR 150 the Bank does not bear any responsibility for damages incurred to the User on the basis of services rendered.

The Bank reserves the right to without prior notice to the User temporarily restrict the use and operation of Addiko EBank and Addiko Mobile services in the event that critical events take place that are related to security, i.e. there is a reasonable cause for suspicion or possibility of misuse.

The Bank shall block access to the Addiko EBank and Addiko Mobile services also in the following cases:

- when the User is a FATCA relevant person and they do not submit the required form to the Bank,
- when the User has been placed on the OFAC list.

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## CANCELLATION OF ADDIKO EBANK SERVICE

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The User can in writing unilaterally terminate the use of Addiko EBank with a notice of one month. The User must settle all outstanding liabilities arising from the use of Addiko EBank that have occurred by the date of termination of the contract and return the hardware password generator.

The Bank can terminate the use of Addiko EBank in writing with a two month notice. Notice of termination must be delivered to the User in a clear, comprehensible manner, in paper form, by post to the last known address. The Bank may terminate the contract in writing with a fifteen day notice period in cases where the User violates provisions of these Terms and Conditions or any contract concluded with the Bank, if the User fails to pay fees and costs arising from the use of Addiko EBank and performed transactions and even after warning from the Bank does not cease with these actions, if the User's application contains false information, or if so required by law or the supervisory authority.

The Bank may also terminate the use of Addiko EBank upon cancellation of the transaction account, for any cause, death or incapacity of the User, and upon termination of the authorization on the account.

In the event that the User does not take delivery of the hardware password generator or does not perform the activation of the hardware password generator in the period of three months of the submission of the Application for the

use of Addiko EBank, it shall be deemed that the User has withdrawn its application. In such cases the client must submit a new application.

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## TERMINATION OF ADDIKO MOBILE SERVICE

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With the cancellation of Addiko EBank the User loses the possibility to use the Addiko Mobile service.

While using the Addiko EBank service, the User can cancel the use of Addiko Mobile by submitting a cancellation via Addiko EBank or in one of the bank branches with the provided form. The User may re-activate the service at any time by reapplying for the service.

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## FEES FOR ADDIKO EBank AND ADDIKO MOBILE SERVICES

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The Bank charges the User a fee for obtaining the password generator and use Addiko EBank and Addiko Mobile, a fixed monthly service fee and fees for payment transaction or other banking services via Addiko EBank and Addiko Mobile in accordance with the price list. The Bank charges the User's bank account directly, of which the User shall be informed with a regular monthly statement, i.e. by reviewing its account transactions via Addiko EBank or Addiko Mobile.

In the event that the User has already paid the fee for a password generator and then withdrew from the use of Addiko EBank service within two (2) months of the signing of the Application for the use of Addiko EBank, the Bank shall reimburse the User 2/3 of the fee.

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## USER ASSISTANCE

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Within its business hours (between 07.30 and 16.00) the Bank shall provide the User help in the application of Addiko EBank and Addiko Mobile services at telephone number +386 (0) 1 580 43 00, or at e-mail address [ebank.si@addiko.com](mailto:ebank.si@addiko.com) or with messages sent via the Addiko EBank and Addiko Mobile services.

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## USE AND PROTECTION OF PERSONAL DATA

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Addiko Bank d.d. shall process, store and safeguard your personal data in accordance with relevant data protection legislation, the EU General Data Protection Regulation (Regulation (EU) 2016/679 - GDPR) and its own internal rules, for the performance of its contractual relationship with you and in accordance with your consent for the processing of personal data for the purposes of marketing, provided such consent has been given. Detailed information on how the bank treats your personal data is available at [www.addiko.si/varstvo-podatkov](http://www.addiko.si/varstvo-podatkov) and in the document "General information on data protection".

The above link and the document "General information on data protection" includes important information regarding the processing of your personal data, as well as all relevant contact information, through which you may exercise your rights regarding personal data protection.

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## ANTI-CORRUPTION CLAUSE

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If it is established that someone has directly or indirectly, in the name of and/or for the account of any contracting party, given, offered or promised to an employee of any party to the contract or other legal or natural person that is otherwise related to their contracting party, any gift or payment in cash or other valuable object or any other material or non-material benefit, in order to obtain the respective business or to conclude the respective business under more favourable terms and conditions or to omit the due supervision over the performance of contractual obligations or to perform other acts or to omit acts by which damage is caused to the opposite party or illicit benefits are obtained, the contract in force becomes null and void; if the contract is not yet in force, it is considered that it has not been concluded.

The contracting party, against which actions are brought, fully waives the right to exercise compensation claims on account of the agreement's nullity, including indemnity claims for loss of profit, as well as any other claims if it is later established by the final judgment of the competent court that the corruptive or illegal actions within the meaning of this paragraph have not been committed or that the legal proceedings have ceased.

The aggrieved contracting party has the right to exercise compensation or other claims against the counterparty, including the indemnity claims for already executed payment transfers with statutory default interests incurred on account of nullity.

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## FINAL PROVISIONS

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In case of any changes to these Terms and Conditions, the Bank shall notify the User in writing by post or via online bank no later than two (2) months before the amended Terms and Conditions enter into force by sending the User a proposal for the amendment of the Terms and Conditions.

If the User does not agree with changes of these Terms and Conditions, they may withdraw from the contract without the period of notice and payment of the fee. The request for the withdrawal from the contract must be submitted no later than one day prior to the effective date of changes. If within this period the User does not notify the Bank that they do not agree with the new Terms and Conditions, it shall be considered that the User agrees to the changes. In the case the User rejects the suggested changes but does not terminate the contract, it is deemed that the Bank has terminated the contract with a two (2) month notice, which shall begin on the day of sending the notification on changes.

The applicable Terms and Conditions are published on the Bank's website and available in all bank branches. Terms and Conditions together with the signed Application for the use of Addiko EBank have the character of a contractual agreement. By signing the Application for the use of Addiko EBank the User confirms that they have been informed of these terms and conditions and that they entirely agree with them.

These Terms and Conditions shall enter into force on 04.11.2021.