

GENERAL TERMS AND CONDITIONS OF PRIVREDNA BANKA ZAGREB D.D. FOR THE ISSUANCE AND USE OF DEBIT CARDS FOR BUSINESS ENTITIES

1. Definitions of Terms

General Terms and Conditions – General Terms and Conditions of Privredna banka Zagreb d.d. for the Issuance and Use of Debit Cards for Business Entities;

Bank – Privredna banka Zagreb d.d., Zagreb, Radnička cesta 50, Taxpayer ID No. i.e. TIN (OIB): 02535697732, a credit institution and payment service provider, as well as the owner and issuer of the card of the card scheme brand with which it has a contractual relationship, in accordance with these General Terms and Conditions, entered in the court register of the Commercial Court in Zagreb under registration number: 080002817, IBAN: 64 23400091 0000 0001 3, website www.pbz.hr. The Bank performs its business activities on the basis of the operating licence issued by the Croatian National Bank;

Card – an internationally valid bank card, as a payment instrument issued by the Bank to the Applicant, bearing the logo of the card payment brand in any form, and which enables the authorised Cardholder to execute payments for goods and/or services either at the point of sale and/or remotely, and/or to withdraw and/or deposit cash, and/or to use other services at an ATM or other device, and/or to transfer funds and conduct authorisation transactions. The Card is the property of the Bank and is non-transferable. For the purposes of these General Terms and Conditions, a replacement card of the same card payment brand, issued as a replacement for a lost, stolen or damaged card or in case of a change of relevant data (name and/or surname) and other circumstances of the Cardholder, shall also be considered a card;

Request/Application Form – a pre-printed application for the issuance of a business card, by signing which the legal representative of the Applicant and the Cardholder conclude the agreement on the issuance of a business card of a specific card payment brand, accept the General Terms and Conditions of Privredna banka Zagreb d.d. for the issuance and use of debit business cards, and the General Terms and Conditions of Privredna banka Zagreb d.d. for transaction accounts and the provision of payment and other services for non-consumers, and determine the spending limit for the Cardholder;

Spending limit – the amount that the Cardholder may use per day in the country and abroad for cash withdrawals and for the payment of goods and services, within the authorised limit and available funds in the Applicant's transaction account;

Applicant – a legal person or a natural person acting within the scope of their business activity or liberal profession, who may have the status of resident or non-resident as defined by the General Terms and Conditions of Privredna banka Zagreb d.d. for transaction accounts and the provision of payment and other services for non-consumers, who holds an active transaction account opened with the Bank, who has entered into an agreement with the Bank for the issuance and use of a business card based on the signed Request/Application Form and the acceptance of the General Terms and Conditions, and whose application has been accepted by the Bank and to whom a card has been issued bearing the abbreviated name of the Applicant;

Cardholder – a natural person authorised by the Applicant to use the card and who has signed the Request/Application Form and in whose name the card is issued;

Online point of sale – a point of sale connected to the internet which accepts the card as a cashless means of payment exclusively via the internet;

PIN – the personal secret identification number assigned to the Cardholder by the Bank, known only to the Cardholder and strictly confidential, serving for the identification of the Cardholder and authorisation of transactions that require identification and authorisation via PIN;

Settlement account – the Applicant's transaction account in the Bank, denominated in euros;

Points of sale – legal and natural persons who accept the card as a cashless means of payment when selling their goods and/or services;

Card transaction statement – a written notification to the Applicant on card transactions, delivered by the Bank as part of the regular account statement on the status and turnover of the transaction account, and also made available to the Applicant via other distribution channels;

Transaction account – a transaction account is an account used for executing payment and other transactions, where monetary inflows, outflows, and balances in euros and foreign currency are recorded on the basis of the Agreement on opening and maintaining a transaction account and the provision of payment and other services concluded between the User and the Bank. Users may open a transaction account with the Bank in euros and/or foreign currency, maintained in their name;

Card fee statement – card-related fees/charges included in the regular monthly invoice of fees for payment services on the transaction account;

POS Device (Point of Sale) – an electronic device intended for executing payment transactions for goods and/or services or for cash withdrawals; depending on the system, it may require PIN authorisation, signature, tapping the card or other payment instrument if the device supports such functionality;

Contactless payment – a payment transaction initiated by tapping a card with contactless functionality on a POS device. According to card payment scheme rules, authorisation is carried out by tapping the card on the device and, depending on the transaction amount and POS functionality, possibly entering the PIN. At a point of sale that supports contactless payment, the Cardholder may choose to use the card solely via contact method on the POS device and is obliged to inform the point of sale of this in advance;

Card payment scheme – a set of functions, procedures, processes, rules and devices that enable the Cardholder to execute a payment transaction and/or withdraw cash at the Bank as a payment service provider;

Payment brand – a material or digital name, term, mark, symbol, or a combination thereof, used to identify the Card Payment Scheme for executing a card-based payment transaction;

Coin deposit device in EUR – an electronic device intended for the deposit of coins into euro-denominated transaction accounts, whereby transactions are executed using the card and identifying the Cardholder in the manner required by the device;

Personalised security credentials – personalised features assigned to the Cardholder by the Bank for the purpose of authentication and authorisation, which may include card data and data linked to the card, enabling the issuer to identify the person authorised to use the card, and in particular, individually or in combination: Cardholder's name and surname, card number, security code printed on the back or front of the card, card expiry date, PIN, one-time password, and Cardholder's signature on the card;

Reservation – a reserved amount of funds in the transaction account based on a payment transaction for which the Cardholder, in the name and on behalf of the Applicant, has given consent and for which the Bank has carried out the authentication process, whereby the Bank reduces or increases the balance or available amount of funds in the transaction account until the date of debiting or crediting the account for the amount of the relevant payment transaction, or until the reservation is cancelled upon the expiry of the period defined in accordance with the rules of the card payment scheme. When reserving funds on the transaction account for a payment transaction conducted with the card or a card-based payment instrument in foreign currency, the conversion from the original currency of the transaction into the local currency is carried out by the holder of the payment brand licence, in accordance with the applicable conversion rules and the exchange rate in effect at the time the transaction data is sent for authentication by the Bank;

Authentication – the process by which the Bank verifies the identity of the Cardholder or the validity of the use of a specific payment instrument, including verification of the use of the Cardholder’s personalised security credentials. If authentication involves the use of two or more elements belonging to the categories of knowledge (something only the Cardholder knows), possession (something only the Cardholder possesses), and inherence (something the Cardholder is), which are mutually independent, this constitutes strong authentication.

Authorisation – the process of confirming the intent of the Cardholder, on behalf of and for the account of the Applicant, for the purpose of giving consent for the execution of a payment order. By giving authorisation, the Cardholder accepts the terms presented to them prior to authorisation. Methods of authorisation are defined in these General Terms and Conditions.

ATM – an electronic device intended for carrying out payment transactions involving cash withdrawals and deposits, balance enquiries on the user’s transaction account, as well as other services which the Bank may enable through use of this device.

3-D Secure – a standard for verifying the authenticity of the Cardholder in online transaction systems (internet purchases), in accordance with the standards set by the global payment systems Mastercard and VISA. The Cardholder is authenticated by entering a one-time password generated by an authorisation/authentication device.

PBZ digital banking service for business clients – a service that enables the Client, via an Authorised representative and/or designated End users, to access and use banking and financial services through remote communication channels, including account balance and transaction overview, acceptance of certification services, and the conclusion of agreements for banking and financial services electronically. The service also allows the User to view information about services offered by the Bank, through the Authorised representative and/or designated End users, on their own behalf and account or for the benefit of third parties, based on contracts and regulations entered into by the User. Use of the Service depends on the Bank’s offering, applicable regulations, and the method of use.

Electronic banking services – a set of services through which the User is enabled, via remote electronic communication, to perform banking and other financial and non-financial services without the need for the physical presence of the User and the Bank’s employee at the same location. Electronic banking services include PBZCOM@NET internet banking, PBZCOM-SMS banking, eUred, and other existing and future related services facilitating remote electronic communication between the Bank and the User, as well as the provision of banking, financial and non-financial services by the Bank.

2. Card issuance

A card may only be issued upon the request of an Applicant that is a legal entity or a natural person acting within the scope of their business activity or liberal profession, who may have the status of a resident or non-resident as defined in the General Terms and Conditions of Privredna banka Zagreb d.d. for transaction accounts and the provision of payment and other services for non-consumers, who holds an active Transaction account with the Bank and whom the Bank deems eligible for card issuance.

The request for card issuance on behalf of and for the account of the Applicant shall be submitted by a person authorised to represent the Applicant. Alternatively, it may be submitted on behalf of and for the account of a natural person engaged in business activity or a liberal profession by the owner/holder of the registered activity/trade, the trade manager, or another natural person based on a special power of attorney.

The Applicant submits the completed and signed Request/Application Form to a Branch office/Subsidiary/Division or through other distribution channels, of which the Bank will notify the Applicant. By signing the Request/Application Form, the Applicant and the Cardholder accept these General Terms and Conditions. The agreement on the issuance and use of a debit card for business entities is concluded upon the Bank’s acceptance of the Request/Application Form signed by the Applicant and the Cardholder, the Bank’s notification of acceptance, the issuance of an inactive card, the collection of the card by the Cardholder at the Bank or its delivery to the Cardholder’s address, and the activation of the card. The inactive card is activated in the manner described on the card carrier. From the moment of activation, the Cardholder may begin using the card. The Cardholder is obliged to notify the Applicant upon receipt of the card, which the Applicant agrees to. These General Terms and Conditions and the Request/Application Form make an integral part of the Framework Agreement as a separate agreement on other payment and/or related services pursuant to Article 18 of the General Terms and Conditions of Privredna banka Zagreb d.d. for transactional accounts and the provision of payment and other services for non-consumers.

All persons listed in the Request/Application Form confirm by their signature the accuracy of the information provided. The legal representative of the Applicant, by signing, guarantees that the authorisations granted to Cardholders are issued under their own responsibility. The Bank, in accordance with its business policy, reserves the right to reject the Request/Application Form or to decide on the approval or rejection of card issuance/renewal without any obligation to explain its decision to the Applicant. The Applicant, as referred to in this section, may submit a request for the issuance of additional cards to employees of the legal entity, natural persons performing registered activities, or other natural persons designated by the Applicant in the Request/Application Form. The person to whom the card is issued must sign it immediately upon receipt. Otherwise, they assume full responsibility for any damage arising from the use of the card by an unauthorised person.

Each issued card bears the name of the Applicant and the name and surname of the Cardholder, is non-transferable, and is issued with a validity period of seven years. Upon the expiry of this period, the card is automatically reissued for another seven years.

The decision on card issuance and the amount of the approved spending limit is made by the Bank without obligation to explain its decision to the Applicant.

3. Distribution of the card and PIN

The Bank will distribute the card and PIN in accordance with the distribution method agreed upon by the Applicant when submitting the Request/Application Form or through a separate request to change the distribution method.

The card and PIN are always distributed in accordance with what is agreed in the Request/Application Form, whereby the distribution channels for the PIN and the card must be different.

The card may be distributed to the branch or to the Cardholder’s address. If distribution to the address is selected, the PIN for that card is not delivered to the address, but is instead made available via the mobile application of the PBZ digital banking service for business clients, provided that the Applicant has previously contracted the PBZ digital banking service for business clients.

The PIN may be distributed to the Cardholder’s address or through the mobile application of PBZ digital banking for business clients. In the case of PIN distribution via the digital banking service, it is a prerequisite that the Applicant has previously contracted and activated the PBZ digital banking service for business clients and that the Cardholder, as an end user of the service, fulfils the requirements for PIN display (authorisation for card-related operations and technical prerequisites for displaying the PIN on the mobile device in accordance with the General Terms and Conditions of Use of PBZ digital banking for business clients).

If the Cardholder ceases to be an end user of the PBZ digital banking service for business clients, lacks appropriate authorisation for card-related operations, or does not meet the technical prerequisites for PIN display on the mobile device as per the General Terms and Conditions of use of PBZ digital banking for business clients, the Bank will change the distribution method to card delivery to the branch as per the Request/Application Form and PIN delivery to the Cardholder’s address. If the requirements for PIN display on the Cardholder’s mobile device are once again met, the Bank will distribute the PIN through the PBZ digital banking service for business clients.

In the case of PIN redistribution upon the Cardholder's request, the Bank will deliver the PIN to the Cardholder's address.

4. Card activation

For security reasons, the Cardholder must activate the inactive card upon receipt in order for it to be ready for use. The card may be activated through the following channels: at a Bank branch office, via the PBZ digital banking service for business clients, via the PBZCOM@NET electronic banking service for business clients, at ATMs, or through POS terminals at points of sale.

In the event of replacing an expiring card with a new card, activation via the above channels will render the new card active and the Cardholder's previous card inactive and no longer valid. A card may only be activated once during its life cycle.

When activating the card via an ATM or by inserting it into a POS terminal at a point of sale, entering the PIN is mandatory. After activation through the ATM or POS terminal, the card may also be used for contactless transactions.

Activation of the card via the mobile application of the PBZ digital banking service for business clients or the electronic banking service for business clients will render the card active and enable it to be used for online purchases; however, for the first POS transaction, the Cardholder must insert the card into the POS terminal and additionally authorise the transaction with the PIN.

For existing cardholders, upon expiry of the card or in case of replacement, renewal, or change of name and surname, the Bank shall issue a new inactive card and send it by post to the Cardholder's address registered with the Bank. The Cardholder must activate the delivered card in a secure environment before using it for the first time, in accordance with the instructions provided by the Bank alongside the card.

5. Approval of spending limit

The spending limit is the total daily authorised amount available to the Cardholder, as specified in the Request/Application Form, within the available funds on the Applicant's Transaction account.

The amount of the approved spending limit, i.e. the approved daily spending limit for use of the card at ATMs, POS terminals and for online purchases, is variable and may subsequently be decreased or increased upon written request by an authorised person of the Applicant, within the limits approved by the Bank. The Cardholder may only use the card within the approved spending limit.

6. Use of the card

The Cardholder to whom the card has been issued in their name may use the card exclusively for the purchase of goods and/or services at points of sale in the country and abroad, for cash withdrawals at ATMs and payout locations domestically and abroad, and for cash deposits at deposit/withdrawal ATMs and coin deposit devices marked as accepting the agreed card payment brand, in accordance with the available funds on the Applicant's transaction Account and the spending limit authorised by the Bank.

The Applicant and the Cardholder undertake to use the card solely for business purposes.

For the purposes of the application of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions, every use of the card shall be considered use for business purposes of the Applicant. The card must not be used in ways or for purposes that are not in compliance with legal regulations, including the purchase of goods or services prohibited in the country where the card is being used. The Applicant and the Cardholder bear full responsibility for compliance with all applicable laws and regulations concerning the use of the card, including, but not limited to, regulations related to business operations, the import or export of goods or services, taxation, foreign exchange, and enforcement of monetary assets.

The Cardholder is obliged to use the card in accordance with the provisions of these General Terms and Conditions. In particular, the Cardholder is obliged to:

- sign the card immediately upon receipt;
- take all reasonable measures to protect the personalised security credentials of the card;
- not disclose the personalised security credentials of the card, except when using the card in accordance with these General Terms and Conditions;
- not allow third parties unauthorised use of the card, nor disclose its personalised security credentials and/or the username or password under which the card is registered for payment on an online point of sale;
- before providing security credentials at an online point of sale, verify the authenticity and security features of the websites of the online points of sale where they intend to use the card;
- avoid using the card and its security card credentials on unverified websites or via publicly accessible computers;
- conduct online transactions only using computers or devices with appropriate protection against viruses and other harmful software;
- regularly check that the card is in their possession and take the card back after each use;
- not allow the card out of sight, ensure that all actions involving the card at the point of sale are conducted in their presence and under their supervision, and ensure that if the card must be handed over to a sales staff member, the handling is done strictly in their presence;
- not disclose their personal data or card details (such as the card number, expiry date, and other security features such as the security code) via unverified web browsers, during telephone conversations with unknown or unverified persons, or in response to unverified messages received by email;
- take all necessary measures to prevent the PIN from becoming known to third parties and under no circumstances disclose the PIN to others, including family members, the Bank, its employees, the police or judicial authorities.

Any other use of the card or use of the card by a person whose name is not printed on the card shall be deemed misuse and shall result in the revocation of the right to use the card and/or termination of this contractual relationship by the Bank. Loss of legal capacity of the Cardholder, failure to report changes to personal data, or breach of obligations under these General Terms and Conditions shall result in the revocation of the right to use the card and/or the termination of this contractual relationship by the Bank. Use of the card is not permitted for entering into fictitious agreements, usurious agreements, issuing guarantees or securities to settle debts, debt collection, gambling, purchasing pornographic content, narcotics, or for any other purpose that is contrary to morality and applicable laws of the Republic of Croatia by its nature or objective. Use of the card for the aforementioned purposes shall be deemed misuse and shall result in revocation of the right to use the card and/or termination of this contractual relationship by the Bank. The card may be used exclusively by the person in whose name it is issued, until the expiry date marked on the card. In the event of loss, theft, damage to the card, or changes to relevant personal data or other circumstances, the Bank shall issue a replacement card with a new PIN.

When using the card via remote communication means, including online purchases, the Cardholder does so at their own risk, and both the Applicant and the Cardholder assume liability for any potential damage arising from such transactions. For transactions that require the Cardholder's signature for identification, the Cardholder is required to sign the transaction slip in the same manner as on the card and must retain a copy for their own records.

When conducting transactions that require PIN identification, the Cardholder is identified via the PIN. The Cardholder must take all measures to prevent the PIN from becoming accessible to third parties, ensuring that any written record of the PIN is not kept together with the card in use. For security reasons, the Cardholder must destroy the received PIN notification immediately.

The Applicant and the Cardholder are obliged to take all reasonable measures to protect the personalised security credentials of the card.

The Applicant and the Cardholder accept PIN identification as the sole and unequivocal confirmation of the Cardholder's identity and of the execution of the transaction. The Applicant shall bear any damage arising from the misuse of the card and the PIN.

To protect the interests of the Applicant, the Bank reserves the right to block the use of the card in certain countries, or at specific acceptance locations in the country or abroad, or online, if, in the Bank's professional assessment, the required security standards in card operations are not ensured.

The Bank shall, using reliable communication channels and methods, notify the Applicant in the event of suspected or actual fraud or a threat to the security of the payment instrument, and of its intention and reasons for blocking the card, whenever possible prior to the card being blocked, or immediately after it has been blocked, unless such notification would conflict with objectively justified security reasons or legal provisions.

7. Consent (authorisation) and withdrawal of consent for executing a payment transaction

A payment transaction initiated by the Cardholder on behalf of the Applicant shall be considered authorised by the Applicant if the Cardholder has given consent for the execution of the payment transaction in one of the following ways:

- by inserting or tapping the card at a point of sale to purchase goods and/or services and entering the PIN into the POS terminal or by signing the expense record generated by the POS terminal;
- by inserting or tapping the card at an ATM and entering the PIN;
- by inserting or tapping the card into a POS terminal at a cash payout location and entering the PIN into the terminal or by signing the transaction confirmation generated by the POS terminal;
- by entering card data, including the personalised security credentials required by the online point of sale, or by entering the username and/or password under which the Cardholder's card is registered as a means of payment for online purchases;
- by inserting or tapping the card into a coin deposit device in euros and/or another device, or by interacting with the card in a manner required for authorisation by the device;
- at specific toll booths or parking payment points where the payee's payment service provider, in accordance with applicable regulations, has defined the initiation of electronic transactions without the Cardholder's signature or PIN entry. The Applicant/Cardholder gives consent for such transactions by inserting or tapping the card at a POS terminal or self-service device.

The method of giving consent for transactions initiated in a manner not defined by these General Terms and Conditions shall be governed by the relevant agreement and any applicable special terms for a given additional service.

As the payment service provider and issuer of the payment instrument, the Bank is obliged, when initiating electronic payment transactions and when the Applicant accesses the payment account remotely, to apply or require the application of strong customer authentication, except in cases where applicable legislation allows exemptions, depending on the transaction amount, the number or cumulative value of consecutive transactions, the payee, or other criteria provided under applicable regulations. In cases where, under prescribed criteria, the application of strong authentication is not required or enforced, the mere absence of such authentication does not, in itself, mean that the transaction has not been authorised in the contractually agreed manner.

A payment transaction shall be considered authorised and the Bank to have acted with due care unless the Applicant proves otherwise. The Applicant/Cardholder may not revoke a payment transaction (payment order) once it has been authorised.

The Bank is entitled to reject the execution of a payment order initiated using the card if the card is used contrary to these General Terms and Conditions, if the payment transaction would exceed the approved spending limit depending on the card type, in the event of suspected unauthorised card use or fraudulent use, if the card is used in violation of binding regulations, or at acceptance locations that do not comply with security standards for card operations.

If the Bank receives a faulty payment order, it shall inform the Applicant, within the legally prescribed timeframes and using the same method by which the order was received, of the rejection of the order, the reasons for the rejection, and either: a) the procedure to correct any errors that led to the rejection of the order, or b) the impossibility of correcting the errors if the order is invalid on the grounds of Article 8, paragraph 1, item c) of the General Terms and Conditions of Privredna banka Zagreb d.d. for transactional accounts and the provision of payment and other services for non-consumers.

If a currency conversion service is offered at an ATM, point of sale, or by the payee (known as Dynamic Currency Conversion – DCC), the provider of the service offering such conversion must inform the Cardholder of all fees and the exchange rate to be applied before initiating the payment transaction. The Bank, as the card issuer, bears no responsibility for such service nor any influence over the exchange rate and/or fees offered by the provider of that service, nor over the compliance of such an offer with applicable regulations.

After receiving a payment order for cash withdrawal at an ATM or for a transaction at a point of sale denominated in any EU currency other than the currency of the Applicant's account, the Bank will not send, for each card issued and linked to the same account, electronic messages stating the total currency conversion fee as a percentage margin over the most recent available reference exchange rates for the euro issued by the European Central Bank (ECB). The Bank will not send such messages in every month in which a payment order in the same currency is received from the Applicant. Since the aforementioned electronic messages are not sent, no channel is agreed for their delivery, nor is the Applicant offered the option to disable the receipt of the aforementioned electronic messages.¹

The Applicant/Cardholder agrees that if a new card is issued to the Cardholder under the existing contractual relationship, whether with the same or a new card number for any reason, the issuance of such new card does not interrupt the continuity of the contractual relationship and does not affect future maturities of costs previously incurred under that agreement, nor the previously agreed direct debit arrangement for the settlement of charges arising from that relationship. The Applicant independently agrees with the online point of sale on the type, method and conditions of use of its services and any currency conversion that may

be applied in the course of payment. The Bank is not liable for the conditions of use or the performance of services agreed by the Applicant/Cardholder with the online point of sale, nor for any fees arising therefrom.

¹ Pursuant to Article 1(4) of Regulation (EU) 2019/518 amending Regulation (EC) No 924/2009 as regards certain charges on cross-border payments in the Union and charges for currency conversion, it is agreed that the provisions of Article 3a(5) and (6) of Regulation (EC) No 924/2009 shall not apply in full.

8. Receipt and execution of payment orders

The moment of receipt of a payment order is the moment when the Cardholder gives consent for the execution of the payment transaction or when the Bank carries out the authentication process.

The Bank shall execute the received order on condition that it has received a debit order from the payee's payment service provider. The Bank shall execute the received order in accordance with the card payment scheme rules, but no later than 30 days from receipt of such a debit order.

9. Unauthorised payment transactions

The Applicant is obliged to notify the Bank of an unauthorised and/or improperly executed payment transaction immediately upon becoming aware of it, and no later than 60 days from the date of debiting or crediting their Transaction account, under threat of losing the right to reimbursement and other rights prescribed by law. The moment of becoming aware of an unauthorised transaction shall be deemed to be the day on which the Bank delivered or made available, in the agreed manner, the statement of transactions and balance of the transaction account in which such a transaction was or should have been recorded.

The Bank shall immediately, and no later than the end of the following business day after receiving the Applicant's notification, reverse the debit to the card for the amount of the unauthorised transaction, including any interest and fees.

Notwithstanding the previous paragraphs, the Applicant, as the payer, shall be liable for unauthorised payment transactions, regardless of the amount, if the execution is the result of the use of a lost or stolen card, or of another misuse of the card, or if it is the consequence of a wilful failure to comply with one or more obligations set out in Article 4 of these General Terms and Conditions, or due to gross negligence in fulfilling those obligations.

For the purposes of these General Terms and Conditions, the following circumstances shall in particular be considered gross negligence: leaving the card in plain sight or in unsecured premises, failing to sign the card, keeping the PIN written near the card, in a wallet or on a mobile device, making the card or a copy (photo) of the card available to third parties, or leaving the card in an ATM after completing a transaction.

The Applicant shall not be held liable for unauthorised payment transactions:

- if the Applicant could not have detected the loss, theft or misuse of the card before the unauthorised payment transaction was executed;
- if the unauthorised payment transaction resulted from actions or omissions of the Bank's employees, agents, subsidiaries or outsourced service providers;
- if the Bank failed to provide appropriate means for reporting the loss, theft or misuse of the card or its unauthorised use at any time;
- if the Bank, as the payer's payment service provider, failed to request or if the payee's payment service provider failed to apply the required strong client authentication;
- For unauthorised transactions executed after the Applicant reported the loss in accordance with Article 12 of these General Terms and Conditions, unless they acted fraudulently.

10. Complaints and grievances

All complaints regarding charges/transactions, including claims that the Bank is not complying with the provisions of the Framework Agreement or with legal regulations governing this service, Regulation 2021/1230, Regulation (EU) No 260/2012 or Regulation (EU) 2015/751, must be submitted in writing to the Bank's organisational unit responsible for complaints (the name and contact details are available on the Bank's website), to the organisational unit responsible for managing the business relationship with the Applicant, via the Bank's Call Centre (current phone numbers are published on the Bank's website), via the Bank's designated complaints email address (also published on the website), to PBZ Card d.o.o. – User Department, or through other distribution channels that the Bank will notify the Cardholder/Applicant about via statements, email, phone or in person.

The Bank will deliver a final response to any complaint no later than the deadline prescribed by the Payment Services Act (currently within 10 days of receipt of the complaint), either on paper or another durable medium. Exceptionally, if the Bank is unable to provide a response within the stated period for reasons beyond its control, it will send the Applicant a provisional response by the same deadline, explaining the reason for the delay and the deadline by which a final response will be provided, which may not exceed thirty-five days.

The Applicant may file a complaint regarding the Bank's conduct with the Croatian National Bank in accordance with the Payment Services Act.

In order to resolve a complaint related to charges/transactions, the Cardholder/Applicant must submit all documentation related to the complaint, including the transaction ID (reference), amount and transaction date (value date) of the debit to the Transaction account. A complaint regarding a charge incurred from using the card does not release the Applicant from the obligation to pay the charge, but the Applicant is entitled to a refund if the complaint is found to be justified.

The Bank assumes no responsibility for goods or services purchased with the card, the validity of information provided, or the refusal to accept the card at a point of sale. Complaints regarding the quality of goods and services purchased must be addressed directly by the Cardholder/Applicant with the point of sale.

For unjustified complaints, the Bank shall charge the Applicant the cost of complaint handling in accordance with the Bank's internal rules.

11. Settlement of card liabilities

All card-related charges will be debited from the Applicant's Transaction account in euros, including charges incurred abroad, regardless of the currency in which they were incurred.

For charges incurred abroad at ATMs (cash withdrawals), the Bank shall debit the Transaction account in euros using the Bank's foreign cash selling rate; for charges incurred abroad at POS terminals, the Bank shall debit the Transaction account in euros using the Bank's foreign exchange selling rate. The Bank's exchange rates valid on the date of booking the card charge shall apply.

For credit transactions where the original currency is listed on the Bank's exchange rate list, the Bank's foreign exchange buying rate valid on the date of crediting the Transaction account shall apply. The current exchange rate list is available on the Bank's website and in its branch offices.

For debit transactions where the original transaction currency is not listed on the Bank's exchange rate list, the holder of the Visa licence shall convert the transaction into EUR using the Visa exchange rate applicable on the date the transaction is processed in its system. Thereafter, the Bank's foreign exchange selling rate shall apply. For credit transactions where the original transaction currency is not included in the Bank's exchange rate list, the holder of the Visa licence shall convert the transaction into EUR using the Visa exchange rate applicable on the date the transaction is processed in its system. The Bank's foreign exchange buying rate shall then be applied in the subsequent conversion.

12. Membership fee and charges

The Bank does not charge a fee for issuing the first card linked to a Transaction account. A fee is charged for each additional card.

The amount of fees and charges is determined by the Bank's Decision on fees in business transactions with domestic and foreign business entities, natural persons, and financial institutions (hereinafter: the "Fee schedule").

No fee is charged by the Bank for the payment of goods and services or for cash withdrawals at the Bank's ATMs and POS terminals.

For cash withdrawals at ATMs and POS terminals of other banks, the Bank charges a fee as set out in the Fee schedule.

Unless prohibited by applicable regulations, the Bank shall charge statutory default interest, calculated for the delay period, on any due and unpaid obligations arising from this contractual relationship. The statutory interest rate applied is the one applicable to commercial contracts and is variable in accordance with applicable regulations.

13. Notifications

The Bank shall inform the Applicant in writing of the amount of costs/transaction values by issuing a statement of transactions and the balance on the Transaction account, or through another agreed distribution channel.

All information provided in the statement and other written communications from the Bank shall be binding for the Applicant/Cardholder.

The Applicant and/or the Cardholder is obliged to notify the Bank in writing of any changes in the Cardholder's personal data (first name, surname, address) and of any changes in the financial details of the Applicant which may affect the proper fulfilment of obligations arising from card usage, no later than 8 days from the date the change occurs. Otherwise, the Bank may revoke the Applicant's right to use the card. In such a case, the Applicant shall not be released from any obligations arising from card usage and undertakes to settle all liabilities incurred through the use of the card, including any additional costs borne by the Bank.

The Applicant must inform the Bank in writing of any change in their name, registered office as specified in the Request/Application Form, and any change of correspondence or statement delivery address. Otherwise, any statements, letters or PIN notifications sent by the Bank to the last known address shall be deemed received by the Applicant and/or Cardholder.

14. Loss or theft of the card

The loss or theft of the card must be reported immediately in writing by the Applicant or the Cardholder to a Bank branch office/subsidiary (contact details available on the Bank's website) or to PBZ Card d.o.o., 10000 Zagreb, Radnička cesta 44, Contact Centre.

All damage resulting from the misuse of a lost or stolen card shall be borne by the Applicant until the Bank receives written notice of the loss or theft.

If the Cardholder finds the card after reporting it lost or stolen, the card must not be used. Instead, it must be cut vertically through the middle and returned to the Bank. The Applicant shall bear the costs of any transactions made using a found and invalidated card.

Upon written notification of theft or loss submitted by the Applicant or the Cardholder, the Bank will block the relevant card and automatically initiate the issuance of a new card with a new PIN.

The cost of issuing a new card and PIN shall be borne by the Applicant.

The Applicant and the Cardholder are fully liable, both materially and criminally, for any unauthorised or malicious use of the card.

The Applicant must notify the Bank if they believe the Cardholder is using the card without their authorisation. The Applicant shall bear all liability and any damage arising from any unauthorised use of a card issued at the Applicant's request.

In the event of loss or theft of the card, the Bank shall deliver a new card and PIN to the Cardholder according to the agreed distribution method specified in the Application.

15. Duration and termination of the contractual relationship; termination of card use rights

This contractual relationship for the agreed card is concluded for an indefinite period, regardless of the card's validity period, and may be terminated:

- by termination by the Bank or the Applicant, in the manner, within the deadlines, and under the conditions specified in these General Terms and Conditions and in the General Terms and Conditions of Privredna banka Zagreb d.d. for Transaction accounts and the provision of payment and other services for non-consumers;
- by mutual agreement;
- upon the cessation of the Applicant's legal existence;
- upon the death of the Cardholder, with respect to the deceased Cardholder's agreed card, unless the Cardholder is also the legal representative of the Applicant or a natural person acting within the scope of their economic activity or liberal profession – in which case the contractual relationship terminates for the Applicant;
- pursuant to a court decision or decision of another competent authority, law, or regulation;
- upon expiry of the fixed term if concluded for a definite period.

The Applicant and the Bank may mutually terminate this agreement at any time in writing with immediate effect.

Each contracting party may terminate this contractual relationship in writing at any time, without providing justification, with a notice period of 30 days, counting from the date of submission of the termination notice by registered mail to the legal entity authorised under applicable regulations to receive, transmit and deliver registered mail. The termination letter shall be sent to the last address provided to the Bank by the Applicant.

If the Applicant and/or Cardholder fails to comply with any provision of these General Terms and Conditions, or for reasons provided in the General Terms and Conditions of Privredna banka Zagreb d.d. for Transaction accounts and the provision of payment and other services for non-consumers, the Bank has the right to terminate this contractual relationship without notice. Termination under this paragraph shall be delivered to the Applicant in writing. Termination shall take effect on the day the notice of termination is submitted by registered mail to the legal entity authorised under applicable regulations to receive, transmit and deliver registered mail. The termination letter shall be sent to the last address the Applicant provided to the Bank.

Termination of this contractual relationship does not imply termination of the Framework Agreement. In the event of termination of this contractual relationship under any provision of this clause, the Bank may accelerate its claims under the Framework Agreement, making them due and payable on the date of termination, and may collect them from the Applicant's Transaction account or other accounts held with the Bank.

Upon termination of this contractual relationship, the Applicant must return the card to the Bank immediately upon request. The Bank may block the use of the card in accordance with the provisions of the General Terms and Conditions of Privredna banka Zagreb d.d. for Transaction accounts and the provision of payment and other services for non-consumers and applicable regulations. The Applicant agrees that, in the event of termination of this contractual relationship or revocation of card use rights, all obligations incurred through use of the card up to the date of termination or revocation remain valid and must be settled in full.

16. Card renewal

The card is issued in the name of the Cardholder, is non-transferable, and is issued by the Bank with a validity period indicated on the front of the card. The card is valid until the last day of the month stated on the card. The Bank may, due to the enhancement of card security mechanisms, implementation of new technologies, compliance with regulatory requirements, or other justified reasons, replace the card before the stated expiry date, in which case it will notify the Applicant/Cardholder in advance. Prior to the expiration of the validity of the existing card, the Applicant authorises the Bank to issue a new card with a new validity period, which the Bank will deliver according to the distribution method agreed by the Applicant at the time of submission of the Request/Application Form, or to the address of the Cardholder for all contractual relationships concluded before 25 May 2025.

In this manner, the card shall be renewed continuously until the Applicant submits a written cancellation of the card use, notifies the Bank that they no longer wish to use the card, or until the Bank revokes or denies its use, or terminates this contractual relationship.

The Cardholder must under no circumstances use a card that has expired or has been invalidated for any reason.

17. Amendments to the General Terms and Conditions

The Bank reserves the right to amend and supplement these General Terms and Conditions. The Bank will make any amendments or supplements to the General Terms and Conditions available to the Applicant in writing or via telecommunication/electronic means at least 15 days prior to the effective date of the new General Terms and Conditions or any other internal acts of the Bank referred to in these Terms. It shall be deemed that the Applicant has accepted the amended terms unless they notify the Bank in writing, by the proposed effective date, that they do not accept them.

If the Applicant does not accept the amended General Terms and Conditions, they are obliged to cut the card and return it to the Bank immediately, along with a written notice stating their refusal to accept the amended terms and their intention to terminate this contractual relationship.

The Applicant undertakes to inform the Cardholder(s) about any changes to the General Terms and Conditions and/or to the terms of use of the card.

18. Acceptance of the General Terms and Conditions and jurisdiction

By signing the Request/Application Form, the Applicant/Cardholder accepts the General Terms and Conditions of Privredna banka Zagreb d.d. for the issuance and use of debit cards for business entities and the General Terms and Conditions of Privredna banka Zagreb d.d. for transactional accounts and the provision of payment and other services for non-consumers.

All matters not regulated by these General Terms and Conditions shall be governed by the provisions of the General Terms and Conditions of Privredna banka Zagreb d.d. for transaction accounts and the provision of payment and other services for non-consumers, and this contractual relationship shall form part of the Framework Agreement together with other documents as defined in the General Terms and Conditions of Privredna banka Zagreb d.d. for transaction accounts and the provision of payment and other services for non-consumers.

In the event of any discrepancy between the provisions of these General Terms and Conditions and those of the General Terms and Conditions of Privredna banka Zagreb d.d. for transaction accounts and the provision of payment and other services for non-consumers, these General Terms and Conditions shall prevail.

The Applicant/Cardholder accepts that the Bank has the right to determine and amend the maximum approved spending limit in euros. By signing the Request/Application Form, the Applicant/Cardholder declares that they are familiar with the General Terms and Conditions of Privredna banka Zagreb d.d. for the issuance and use of debit cards for business entities, the Bank's fee schedule, the General Terms and Conditions of Privredna banka Zagreb d.d. for transactional accounts and other payment and non-payment services for non-consumers, as well as other applicable general business terms of the Bank.

By signing the Request/Application Form, the Applicant confirms that the Bank has provided them with all pre-contractual information related to these General Terms and Conditions and that they are fully familiar with their content.

This contractual relationship and these General Terms and Conditions shall be governed by the laws of the Republic of Croatia, excluding its conflict-of-law rules.

These General Terms and Conditions also apply to issued VISA Business Electron debit cards with a validity period up to and including 31 May 2024, as well as to other cards of the agreed card payment brand.

The language used for this contractual relationship and all communication between the Bank and the Applicant/Cardholder is Croatian, unless otherwise agreed between the Bank and the Applicant.

In the event of a dispute, the Applicant/Cardholder accepts the jurisdiction of the court in Zagreb.

19. Entry into force

These General Terms and Conditions shall enter into force on 25 May 2025.

On the date of their application, the General Terms and Conditions of Privredna banka Zagreb d.d. for the issuance and use of debit cards for business entities dated 1 January 2023 shall cease to apply.

Zagreb, 17 April 2025