



GENERAL TERMS FOR THE USE OF ELECTRONIC BANKING SERVICES OF PRIVREDNA BANKA ZAGREB D.D. FOR BUSINESS ENTITIES

1. Introductory provisions

1. These General Terms for the Use of Electronic Banking Services of Privredna banka Zagreb d.d. for Business Entities (**hereinafter: the General Terms for Electronic Banking**) shall regulate rights, obligations, responsibilities and terms and conditions under which the Bank provides particular electronic banking services to business entities that have their transaction accounts at the Bank.
2. The General Terms for Electronic Banking together with the Application Form for Electronic Banking Services of Privredna banka Zagreb d.d. for Business Entities (hereinafter: the Application Form for Electronic Banking Services) constitute the **Contract for Electronic Banking Services for Business Entities**.
3. The General Terms for Electronic Banking shall be considered to represent separate general terms in relation to the General Operating Terms of Privredna banka Zagreb d.d. for Transaction Accounts and Performance of Payment and Other Services for Non-Consumers (**hereinafter: the General Terms for Transaction Accounts**) and shall therefore apply together with the General Terms for Transaction Accounts.
4. In the event of any discrepancy or conflict between the provisions of the Contract for Electronic Banking Services for Business Entities and the General Terms for Transaction Accounts, the Contract for Electronic Banking Services for Business Entities shall apply.
5. The Contract for Electronic Banking Services for Business Entities constitutes an integral part of the Framework Contract as defined and described in the General Terms for Transaction Accounts, and in the event of any discrepancy or conflict between the provisions of the Contract for Electronic Banking Services and other documents constituting integral parts of the Framework Contract, the Contract for Electronic Banking Services for Business Entities shall apply.

2. Definitions

For the purposes of these General Terms for Electronic Banking, the terms set out below shall have the following meanings:

Administrative Orders – granting of authorisations for the use of a particular Electronic Banking Service and/or for contracting a particular Electronic Banking Service which, on behalf and for the account of the User, shall be entered in the system of the appropriate electronic banking service by the Administrator and shall be signed by the Master Administrator;

Master Administrator – the End User who is in possession of a Payment Instrument which he/she uses to sign Administrative Orders prepared by an Administrator;

Administrator – the End User who has been authorised by the User to enter authorisations granted to other End Users, and to enter data relating to other Administrative Orders;

Activation Code – a one-time password which is used together with the Identification Code for activation and personalisation of the programme token - PBZmToken;

Authorisation – the procedure whereby an End User, on behalf and for the account of the User, via the contracted Electronic Banking Service expresses his/her will [to execute] i.e. gives consent for the execution of one or more payment transactions or other financial or non-financial transactions;

Bank – Privredna banka Zagreb d.d., the issuer of the General Terms for the Use of Electronic Banking Services of Privredna banka Zagreb d.d. for Business Entities;

Certificate – an electronic attestation that links the data for electronic signature validation to a natural person and confirms the identity of that person, which is stored on a Smart Card/USB Stick;

FINA Business Certificates – represent two business certificates issued by Financijska agencija as the certification service provider, specifically a business authentication certificate (NCP+) and a business qualified certificate for electronic signature within the meaning of the eIDAS Regulation. Depending on the type of the chosen cryptographic device, Fina issues the following certificates for electronic signatures: a Business EU qualified certificate for e-signature (QCP-n-qscd) or a Business EU qualified certificate for e-signature (QCP-n). A certificate also represents a Business EU qualified certificate for remote e-signature (QCP-n-qscd), issued by Fina to a natural person connected with the business entity, which is used for creation of a qualified electronic signature in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, and both certificates are stored on a Smart Card /USB Stick;

Identification Code – a one-time password which is used together with the Activation Code for activation and personalisation of the programme token - PBZmToken;

User – a business entity that has a transaction account at the Bank and has contracted and uses some of Electronic Banking Services referred to in these General Terms for Electronic Banking;

End User – a natural person authorised by the User to use, on behalf and for the account of the User, some of Electronic Banking Services, and who - depending on authorisations granted to him/her – may be a Super User and/or Operator and/or Signatory and/or Report Operator and/or Execution Operator and/or Administrator and/or Master Administrator;

Report Operator – an End User to whom the User granted authorisations to view transactions and reports. He/she may be granted authorisations relating to individual business areas;

Execution Operator – an End User to whom the User granted authorisations to execute transactions (to submit authorised orders, transaction requests and the like for execution). He/she may be granted authorisations relating to individual business areas;

Authorised representative – a natural person who represents the User by law or under a power of attorney and who, on behalf and for the account of the User, grants authorisations to the Super User or End Users for access to and use of Electronic Banking Services;

Smart Card /USB Stick – a certified cryptographic device for secure storing of FINA business certificates which is used for identification of an End User of a particular User, for access to and use of Internet banking and, depending on granted authorisations, it represents a Payment Instrument;

PIN – a secret personal identification number of an End User, known exclusively to that End User and strictly confidential, which is used for identification of the User and the End User and for authorisation of transactions that require identification and authorisation via PIN, as well as for access to a Smart Card/USB Stick;

Payment instrument – any personalised instrument and/or a set of procedures agreed between the User and the Bank, which is used by the User for purposes of initiation, signing and authorisation of payment orders; it can be, for example, the programme token/PBZmToken, PBZ Smart Card/ PBZ USB Stick, etc.;

Business entity – a legal person or a natural person operating within the scope of his/her line of business or as a self-employed professional – non- consumer;

Signatory – an End User in possession of a payment instrument who uses it to sign and authorise payment orders on behalf and for the account of the User. A signatory may be a left-hand side signatory, a right-hand side signatory or a sole signatory, and may be granted authorisations for individual business areas;

Application Form for Electronic Banking Services – a document by means of which the User and the Bank, by signing it, both enter into a contractual relationship concerning the use of Electronic Banking Services of Privredna banka Zagreb d.d. for business entities;

Programme token/PBZmToken – a cryptographic programme, initialised by the attached key and protected by a password, which uses cryptographic algorithms to enable identification of an End User of a particular User (control of access to services), access to and use of mobile banking services and, depending on granted authorisations, it represents a Payment Instrument;

Super User – the End User who has been authorised by the User to grant, revoke and change, on behalf and for the account of the User, authorisations given to particular End Users, to enter and sign Administrative Orders, and who has all necessary authorisations to access and use Electronic Banking Services. The Super User has all authorisations that cover all business areas and all transaction accounts;

Unlock-code/Admin password – the code for unlocking a Smart Card /USB Stick if they become locked due to repeated entry of an incorrect PIN;

Operator – an End User to whom the User granted authorisations to enter orders. He/she may be granted authorisations relating to individual business areas;

Electronic Banking Services – a set of services that enable the User to perform banking and other financial and nonfinancial services via remote electronic communication, where there is no need for the User and the Bank employee to be physically present in the same place. Electronic banking services include Internet banking PBZCOM@NET, sms banking PBZCOM-SMS, eUred (eOffice) as well as other existing and future similar services used for remote electronic communication between the Bank and the User and for the provision of banking and other financial and non-financial services of the Bank;

Request for contracting electronic banking services of Privredna banka Zagreb d.d. for business entities and for giving authorisations to End Users (hereinafter: Request for e-Services) – a document by means of which the User arranges with the Bank [the provision of] particular electronic banking services and grants and/or revokes End User's authorisations for the use of one or more electronic banking services on behalf and for the account of the User, and/or grants and/or revokes authorisations for possible contracting of additional services via an electronic banking service that enables such contracting;

The User may submit a Request for e-Services several times during the term of the Contract for Electronic Banking Services for Business Entities, and upon each new submission of the Request for e-Services, the latest Request for e-Services shall be regarded as relevant in the sense of providing relevant general data in respect of Electronic Banking Services, as a supplement to the previous Request for eServices (a particular electronic banking service cannot be cancelled by submitting a new Request for e-Services, this can be done only in the manner set out in Article 10 hereof).

3. Scope of Electronic Banking Services

1. Information on the offered Electronic Banking Services is available via the branch network of the Bank and on the website of the Bank (www.pbz.hr).

2. With regard to each contracted Electronic Banking Service, the Bank shall enable the User to use the relevant service within such scope and in such manner as set out in the instructions for a particular Electronic Banking Service.

3. The Bank reserves the right to change the type, scope and content of a particular Electronic Banking Service and to introduce new types of Electronic Banking Services. Any change of the type, scope and content and/or introduction of new services shall be posted on the website of the Bank (www.pbz.hr). The User shall not be entitled to claim compensation for damage in the event of any change to the scope and content of a particular Electronic Banking Service.

4. By signing the Application Form for Electronic Banking Services, the User agrees to such changes and fully accepts them, and the Bank may consider that the User has been acquainted with the mentioned changes and accepts them if, within 15 days from the date of posting of such changes on the Bank's website, the User has not cancelled the Contract for Electronic Banking Services for Business Entities or a particular electronic banking service.

5. The User shall be entitled to use Electronic Banking Services in the manner set out in the contract and shall be obliged to use them in conformity with the Framework Contract and the instructions for the use a particular Electronic Banking Service that have been posted on the website of the Bank or are available in the written form throughout the branch network of the Bank. The Bank shall be entitled to change the instruction for a particular Electronic Banking Service and any such change shall be posted on the website of the Bank (www.pbz.hr). By signing the Application Form for Electronic Banking Services, the User agrees to such changes to the instructions and fully accepts them.

4. Contracting of Electronic Banking Services

1. As a precondition for being able to contract Electronic Banking Services, it is necessary to have a transaction account at the Bank (or in certain cases, to have already contracted another Electronic Banking Service).

2. The User must submit to the Bank a correctly completed and signed Application Form for Electronic Banking Services together with a Request for e-Services, whereby the User contracts one or more electronic banking services, in paper format or in electronic format, if the Bank offers the option of contracting a particular electronic banking service electronically.

3. When contracting the services, the User's Authorised Representative shall authorise one or more End Users to use a particular electronic banking service on behalf and for the account of the User. On that occasion, the Authorised Representative shall determine whether an End User shall have the authorisations of a Super User, Administrator or Master Administrator. A Super User, Administrator and Master Administrator shall be authorised to grant, revoke and change, via PBZCOM@NET Internet banking, authorisations of other End Users. The User may, by means of a signed and verified Request for e-Services, request a Bank employee to grant, revoke or change, on behalf and for the account of the User, based on the completed Request for e-Services that has been signed by the User, authorisations of other End Users in the Electronic Banking Services application. The User shall bear sole responsibility for the data provided in the Request for e-Services, on the basis of which a Bank employee enters data in the system, at the request of the User.

4. The User can make changes to authorisations granted to End Users:

- a) directly, via PBZCOM@NET Internet banking, in accordance with a relevant instruction to be found on the website of the Bank;
- b) indirectly, with the help of a Bank employee, on the basis of a Request for e-Services completed and verified by the User.

5. The Bank shall be entitled to set, by its own decision, without being obliged to provide an explanation, with regard to particular Electronic Banking Services, a daily transaction limit for a particular transaction account of the User and/or for a particular End User and/or for a particular Electronic Banking Service. The amount of such limit for a particular Electronic Banking Service shall be visible in the electronic banking application. The amount of the approved limit is subject to change and it may subsequently be lowered or increased in accordance with the User's written request, but only up to the maximum permitted limit set by the Bank. If the User has not requested a change of the daily limit where the amount of the limit would remain within the maximum limit set by the Bank, then the limit as set by the Bank shall apply. If a daily transaction limit has been set for a particular Electronic Banking Service, the User and End Users may use the said service up to the set daily limit. By signing the Application Form for Electronic Banking Services, the User accepts and consents to the Bank's right to set, change and cancel the daily transaction limit referred to in this item, at its own discretion.

6. The Bank reserves the right to refuse to sign the Application Form for Electronic Banking Services for any reason, thereby refusing to conclude the Contract for Electronic Banking Services for Business Entities, and it shall not be obliged to provide any explanation of the reasons for such refusal.

7. The User may access an electronic banking service via a PBZmToken or by using FINA Business Certificates. The User may arrange the use of the PBZmToken and/or of FINA business certificates at the Bank. If the User accesses an electronic banking service by using FINA Business Certificates, the Rules for the use of digital certificates issued via Privredna banka Zagreb d.d. shall apply together with these General Terms.

8. The Bank reserves the right to refuse to sign the Application Form for Electronic Banking Services if the User and/or an End User refuses to provide data which are necessary for the performance of the Contract for Electronic Banking Services for Business Entities and for carrying out activities prior to entering into the above-mentioned Contract, and/or if the User and/or an End User refuses to provide data which are necessary for the fulfilment of legal obligations of the controller or the exercise of the official authority of the Bank as the controller.

5. Obligations of the User

1. The User undertakes:

- to obtain, use and maintain adequate computer and communication equipment required for the use of a particular Electronic Banking Service, which (equipment) shall comply with the technical requirements prescribed by the instructions for a particular Electronic Banking Service;
- to safeguard the computer equipment and software that enable the use of a particular Electronic Banking Service and to use them only in the manner prescribed for each particular Electronic Banking Service;
- to carefully safeguard Payment Instruments, usernames, passwords, codes, PINs and other identifiers, and to protect them against theft, loss, damage or misuse, and not to write them down nor disclose them to other persons;
- to conduct all transactions that are carried out via Electronic Banking Services in conformity with the Framework Contract and laws and other regulations;
- to regularly check notifications sent to the User by the Bank;

2. The User shall be required:

- to promptly notify the Bank of any loss, theft, misuse or unauthorised use of a Payment Instrument and/or a mobile device and/or of Fina Business Certificates or of any suspected unauthorised use of an electronic banking service;
- to promptly notify the Bank of any detected irregularities in the use of, or unusual behaviour related to the use of Electronic Banking Services;
- to notify the Bank of any changes in personal data necessary for smooth and secure use of Electronic Banking Services, such as [changes of] phone numbers, mobile phone numbers, fax numbers or e-mail addresses through which certain electronic banking services are used. If the User fails to do so, the Bank shall regard as relevant the latest data provided to the Bank by the User and the Bank cannot be held responsible for any damage caused by information not being up-to-date;
- to notify the Bank of a change in any data on the User from the Court Register and/or any End User's personal data (name, surname, TIN (OIB), name of a business entity, etc.);
- to notify the Bank of any change of other personal data (e.g. address and place of one's permanent residence, e-mail address), in which case a fee shall be paid in accordance with the Decision on fees of Privredna banka Zagreb d.d.;
- to inform the Bank in person of revocation of the authorisation granted to some of End Users.

6. Liability of the Bank

1. The Bank shall provide the User with all elements necessary for enabling access to and use of Electronic Banking Services. The access shall be ensured during business hours for a particular service, except in cases of force majeure events, technical difficulties or other unexpected events.
2. The Bank shall not be liable for any damage caused by force majeure events, war, unrests, terrorist attacks, natural and environmental disasters, epidemics, strikes, power cuts, disruptions in telecommunication and other communication systems, errors in data transmission through telecommunication networks, decisions and actions of the state authorities, and all other similar events whose occurrence cannot be attributed to the Bank, and due to which access to Electronic Banking Services is rendered impossible.
3. The Bank shall not be liable for any damage caused by the inability to provide a particular Electronic Banking Service and arising from reasons set out in the General Terms for Transaction Accounts currently in force.
4. The Bank shall not be liable for any damage caused by unjustified actions of the User or third parties, resulting in malfunctioning of electronic banking services.
5. The Bank shall be liable to the User for any direct damage which has been caused intentionally or by negligence on the part of the Bank.
6. The Bank shall not be liable for any loss or destruction of data on the equipment which is used by the User for access to Electronic Banking Services.

7. Execution of payment transactions

1. With regard to Electronic Banking Services that enable the execution of payment transactions, the issuing of payment orders, giving consent for payment and, in general, the performance of payment transactions via Electronic Banking Services are all regulated by [separate] instructions for the use of each particular Electronic Banking Service that enables the execution of payment transactions, which instructions are posted on the website of the Bank (www.pbz.hr).
2. The Bank shall execute payment orders which have been correctly created via Electronic Banking Services in conformity with the time schedule specified in the document "Time of receipt and execution of payment orders/Cut-off time" currently in force, which forms an integral part of the Framework Contract.
3. The system shall notify the End User of receipt of a payment order issued/submitted for execution via Electronic Banking Services by sending a message about a successfully received payment order. Receipt of a payment order does not necessarily mean that the order will be executed, it only means that the order has been received for execution. The execution of payment orders is regulated by the General Terms for Transaction Accounts.
4. A payment order submitted/issued via an Electronic Banking Service that enables issuing of payment orders shall be deemed to be electronically signed, authorised by and issued on behalf and for the account of the User.
5. The End User to whom the User has granted the signing authority for a particular business area shall, on behalf and for the account of the User, give consent for payment by using a Payment Instrument.
6. A payment order issued via an Electronic Banking Service, but only a "scheduled order" [with a future execution date], can be revoked via that Electronic Banking Service, if the User wishes to do so, before the cut-off time for receipt of orders on a business day which precedes the business day on which the order is to be executed in the manner stipulated in the instruction for a particular Electronic Banking Service which enables the issuing and revocation of a payment order, which instruction is posted on the website of the Bank (www.pbz.hr).
7. The Bank shall not be liable for non-execution or late execution of an authorised payment transaction or defective execution of payment transactions or for the execution of unauthorised payment transactions in the following cases:
 - if the execution of an unauthorised transaction and/or late execution of an authorised payment transaction and/or non-execution and/or defective execution of a payment transaction are the consequence of fraud committed by the User, fraud committed by the User's authorised persons/End Users, or if the User or the User's authorised person/End User does not fulfil the obligations set out in these General Terms for Electronic Banking and/or the General Terms for Transaction Accounts which regulate the handling of Payment Instruments in connection with the taking of measures for the protection of personalised features of a Payment Instrument;
 - if it is established that the User's payment order is counterfeit;
 - in the segment for which the User is liable pursuant to Article 11 of these General Terms for Electronic Banking, if the execution of an unauthorised payment transaction is the consequence of the use of a stolen or lost Payment Instrument or a misused Payment Instrument;
 - if the execution of an unauthorised transaction and/or late execution of an authorised payment transaction and/or non-execution and/or defective execution of a payment transaction are the consequence of exceptional and unforeseeable circumstances which are beyond the control of the Bank and which the Bank, despite all its efforts, is unable to influence, while the consequences of such circumstances could not have been avoided;
 - if the obligation to execute a payment transaction arises from the provisions of a law or other regulation that is binding on the Bank.
8. The User shall be liable for, and shall bear the damage caused by, unauthorised payment transactions executed via a Payment Instrument, regardless of the amount of a payment transaction, which (unauthorised transactions) are the consequence of a Payment Instrument being lost or stolen or the consequence of other misuse of a Payment Instrument, up until the moment when the loss or theft or unauthorised use of a Payment Instrument is reported to the Bank. The User as the payer shall be liable for the executed unauthorised payment transactions if they are the consequence of its fraudulent actions or its intentional non-fulfilment of one or more obligations under the Framework Contract related to the manner in which a Payment Instrument is to be used or the manner of handling personalised security credentials of a Payment Instrument or [if they are the consequence of] non-fulfilment of the said obligations due to gross negligence.

9. The Bank shall notify the User of all changes in the transaction account, including those made via Electronic Banking Services, by means of an account statement to be sent to the User in accordance with the instructions given in the Request for Opening and Managing a Transaction Account which forms an integral part of the Framework Contract, as regulated by the General Terms for Transaction Accounts. The User may alter, via an appropriate Electronic Banking Service, the mentioned instructions for the delivery of a report on changes in the transaction account given in the Request for opening and managing a transaction account. In the case of such alterations, the Bank shall regard as valid the most recent instructions given via an appropriate Electronic Banking Service, to which the User gives consent and agrees to it by signing the Application Form for Electronic Banking Services

8. Security

1. The Bank shall place a Payment Instrument at the User's disposal for the purpose of secure execution of transactions.
2. The User shall be required to use a Payment Instrument in the manner prescribed by the Bank in the instructions for the use of a Payment Instrument and shall be required to safeguard it against damage, loss, theft and unauthorised use, as described in Article 5 of these General Terms for Electronic Banking.
3. The User shall be required to keep secret all data related to authorisation in the system (e.g. PIN, Admin password, Activation Code, Identification Code), as described in the chapter "Obligations of the User".
4. The User shall bear any potential damage caused by non-compliance with these provisions by the User and/or if a third party has in any way come into possession of devices and/or data related to authorisation by the User/End Users within the Bank's system of electronic banking (e.g. Payment Instruments, usernames, passwords, codes, PINs, and other identifiers).
5. The User shall bear the entire risk of entry of incorrect data in all documents referred to in these General Terms for Electronic Banking.

9. Fees

1. The Bank shall charge a fee for contracting of a particular Electronic Banking Service and for the issuance of a Payment Instrument, as well as the use of a particular Electronic Banking Service, in accordance with the Decision on fees as defined in the General Terms for Transaction Accounts.
2. For the execution of payment transactions via Electronic Banking Services, a fee per transaction shall be charged in accordance with the General Terms for Transaction Accounts and the Decision on fees as defined in the General Terms for Transaction Accounts.
3. The User shall be required to provide funds in its transaction account at the Bank necessary for the collection of a fee for each particular Electronic Banking Services in accordance with the provisions of the General Terms for Transaction Accounts.
4. The level of fees is subject to change in accordance with the provisions of the General Terms for Transaction Accounts.
5. By signing the Application Form for Electronic Banking Services, the User authorises the Bank to debit the amount of calculated payable fee and/or other costs from the User's transaction account(s) at the Bank on the value date i.e. on the payment due date, without any further consent of the User. If there are no sufficient funds in the domestic currency in the User's transaction account(s) to cover the fee payment, but there are sufficient foreign currency funds, the Bank shall be authorised to collect the amount out of foreign currency funds by converting them at the mean rate of exchange from the Bank's exchange rate list, valid on the fee collection date, where such exchange rate shall be regarded as the agreed exchange rate.

10. Cancellation and termination of the Contract for electronic banking services for business entities

1. The Contract for Electronic Banking Services for Business Entities shall be concluded for an indefinite period of time.
2. Each contracting party may cancel the Contract for Electronic Banking Services for Business Entities in writing, by giving notice via registered mail, with a 30 (thirty) day notice period, counting from the day/date when a notice of cancellation which is to be sent by registered mail is handed over to a legal entity which is authorised, under the regulations currently in force, to engage in collection, transport and delivery of registered mail.
3. The cancellation of the Contract for Electronic Banking Services for Business Entities shall not have as a legal consequence the cancellation of the Framework Contract. However, the cancellation of the Framework Contract shall be the reason for cancellation of all separate contracts for other services linked to a transaction account, including the Contract for Electronic Banking Services for Business Entities.
4. The Bank shall be entitled to cancel the Contract for Electronic Banking Services for Business Entities Banka without any notice period, in writing, if the User fails to comply with any provision of the Contract for Electronic Banking Services for Business Entities and/or the instruction for a particular Electronic Banking Service and/or any document which constitutes an integral part of the Framework Contract. The cancellation shall become effective on the day/date of handing over a notice of cancellation which is to be sent by registered mail to a legal entity that is authorised, under the regulations currently in force, to engage in collection, transport and delivery of registered mail. The Bank may, for the above-mentioned reasons, also cancel the Framework Contract without any notice period and in the same manner as described above.
5. A cancellation letter to be delivered by the Bank to the User in accordance with the provisions of this Article shall be delivered to the most recent address provided by the User to the Bank.
6. In the event of cancellation of a Contract for Electronic Banking Services for Business Entities, the Bank may declare its claims arising from the Contract for Electronic Banking Services for Business Entities immediately due and payable as of the date of cancellation and may collect these claims by debiting the User's transaction account or other User's accounts held at the Bank.
7. The User may cancel a particular Electronic Banking Service without any notice period, in the manner prescribed for a particular electronic banking service as described in the Instructions for the use of electronic banking services. The Bank may cancel a particular



Electronic Banking Service in writing, by giving notice via registered mail, with a 30 (thirty) day notice period, counting from the day/date when a notice of cancellation which is to be sent by registered mail is handed over to a legal entity which is authorised, under the regulations currently in force, to engage in collection, transport and delivery of registered mail. The fees for the use of a particular service shall be calculated for the whole month in which the request for service cancellation has been made, in accordance with the Decision on fees as defined in the General Terms for Transaction Accounts.

8. A Contract for Electronic Banking Services for Business Entities shall be terminated if the User ceases to exist i.e. is dissolved and/or if the User who is a natural person ceases to carry on a business activity or to engage in a liberal profession and/or upon death of the said natural person who carried on a business activity as a sole trader or engaged in a liberal profession and/or if the User is dissolved by a decision of the court or of another competent body or by law or on the basis of other regulations.

11. Blocking of a payment instrument and suspension of FINA business certificates

1. In the event of loss, theft, misuse or unauthorised use of a payment instrument (programme token/PBZmToken) or of suspected unauthorised use of electronic banking services, the User/End User shall without delay notify the Bank of such loss, theft, misuse or unauthorised use of the payment instrument i.e. the programme token/PBZmToken or of suspected unauthorised use of electronic banking services. If the User/End User accesses an electronic banking service via a payment instrument on which a FINA business certificate is stored, which is used for accessing an electronic banking service and for authorisation of payment transactions, the User shall - in the event of loss, theft, misuse or unauthorised use of Fina business certificates which confirm the identity of that person in relation to particular electronic banking services and are stored on a Smart Card/USB Stick – act in conformity with the Rules for the use of digital certificates issued via Privredna banka Zagreb d.d.
2. The User shall be liable for, and shall bear the damage caused by, unauthorised payment transactions regardless of the amount of a transaction, executed via Payment Instruments and/or Fina Business Certificates, which (unauthorised transactions) are the consequence of loss or theft or unauthorised use or misuse of a Payment Instrument and/or Fina Business Certificates, up until the moment when the loss or theft or unauthorised use or misuse of a Payment Instrument and Fina Business Certificates is reported to the Bank, and in the case of Fina Business Certificates which have not been issued via the Bank, until the moment of reporting this to Fina. Reporting of the loss or theft or unauthorised use or misuse of a Payment Instrument which is a Certificate shall be done in writing, by contacting the organisational unit responsible for managing the business relationship with the User or via the Call Centre of the Bank (valid phone numbers of the Call Centre are posted on the website of the Bank). If Fina Business Certificates, in addition to being used for the services referred to in these General Terms, are also used for the services offered by other legal entities, the User shall be obliged to promptly notify both Fina and other legal entities i.e. payment initiation service providers that participate in the provision of those services, and shall bear the damage arising from unauthorised transactions and/or requests, in accordance with the terms and conditions of Fina and other legal entities.
If a security device or the application software is installed on a mobile device, it is necessary to report the loss of the mobile device to the Bank in the manner described above.
3. The Bank shall be authorised to block a Payment Instrument and/or an electronic banking service referred to in the previous paragraph for objectively justified reasons:
 - 1) related to security of a Payment Instrument (for example, skimming),
 - 2) related to the suspected unauthorised use or use of a Payment Instrument and/or an electronic banking service with the intention to commit fraud and/or to misuse a Payment Instrument and/or an electronic banking service,
 - 3) in the case in which the Bank provides the service of a Payment Instrument with a credit line, [for objectively justified reasons] related to a significantly higher risk that the payer/User may be unable to meet its payment obligation.
4. The Bank shall, if possible, inform the User of its intention to block a Payment Instrument and the reasons for blocking it before the Payment Instrument is blocked, by phone and/or in writing or in another suitable way.
If the Bank is unable to inform the User of its intention to block a Payment Instrument and the reasons for blocking it before the blocking occurs, the Bank shall do it after blocking of the Payment Instrument, by phone and/or in writing or in another suitable way. The Bank shall not be under an obligation to inform the User about the blocking of a Payment Instrument if this runs counter to objectively justified security reasons or is contrary to law.
5. The Bank shall be authorised to deny access to a transaction account to an account information service provider or a payment initiation service provider on the basis of proven and objectively justified reasons related to unauthorised access with the aim of committing fraud, including unauthorised payment transaction initiation or payment transaction initiation aimed at committing fraud. The Bank shall inform the User that access to the transaction account is denied to the relevant account information service provider or the payment initiation service provider, by phone and/or in writing or in another suitable manner, except in cases where providing of such information would be contrary to objectively justified security reasons or regulations.
6. Payment orders issued and sent to the Bank before the blocking of a Payment Instrument and/or an electronic banking service shall be executed.
7. For reasons stated in paragraph 3, items 2. and 3. of this Article, the Bank shall be authorised also to cancel in writing, without any notice period, the Contract for Electronic Banking Services for Business Entities. In that case, the User shall be required to pay to the Bank all fees and costs incurred during the use of a Payment Instrument.
8. For reasons stated in paragraph 3, items 2. and 3. of this Article, the Bank shall be authorised to cancel in writing, without any notice period, also the Framework Contract. In that case, the User shall be required to pay to the Bank all fees and costs incurred during the use of a Payment Instrument.
9. The Bank shall not be liable for any damage to the User that may arise due to blocking of a Payment Instrument and/or an electronic banking service, where such blocking has been undertaken for reasons stated in this Article.

12. Dispute resolution

1. The Contract for Electronic Banking Services for Business Entities shall be governed by laws of the Republic of Croatia, excluding the conflict-of-law rules.
2. The court in Zagreb shall be the competent court for resolving any disputes that may arise from the Contract for Electronic Banking Services for Business Entities.

13. Final provisions

1. These General Terms for Electronic Banking are available via the branch network of the Bank and on the website of the Bank (www.pbz.hr).
2. The Instructions for the use of particular electronic banking services are available on the web page dedicated to electronic banking services for business entities (www.pbz.hr).
3. The Bank and the User agree that they shall, in accordance with the Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (eIDAS Regulation), mutually recognise in a court of law the validity of electronic messages created within the scope of particular electronic banking services.
4. The Bank reserves the right to amend the General Terms for Electronic Banking. The Bank shall make available to the User any amendments to the General Terms for Electronic Banking, including a change of the title of the General Terms for Electronic Banking or their replacement with the new terms, in writing or via telecommunication/electronic channels at least 15 days prior to entry into force of the amendments to the General Terms for Electronic Banking, the new general terms, or other internal documents of the Bank the application of which is referred to in these General Terms for Electronic Banking. It shall be deemed that the User has accepted the amended terms if, by the proposed date of their entry into force, the User has not informed the Bank in writing that he/she/it does not accept them.
5. If the User notifies the Bank in writing, within the time limit referred to in the previous paragraph of this article, that he/she/it does not accept the amendments to the General Terms for Electronic Banking and/or [the amendments to] the internal documents of the Bank referred to in these General Terms for Electronic Banking, it shall be deemed that the User does not wish to continue business cooperation with the Bank and the User shall be required to cancel the Contract for Electronic Banking Services for Business Entities and to settle all obligations due and payable to the Bank before the proposed date of amendments to the General Terms for Electronic Banking.
6. By signing the Application Form for Electronic Banking Services and the Request for e-Services, pursuant to the provisions of the Credit Institutions Act, the User as a legal person gives consent to the Bank to forward all the data on the User to which the Bank gains access during the performance of transactions provided for in the Contract for Electronic Banking Services for Business Entities to the central database of its group in the Republic of Croatia and abroad, and agrees that all group members may have access to and use the mentioned data.
7. The Bank, as a data controller, operates in accordance with the principles of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). When personal data of the Bank's clients are collected, whether from a client at the time of collection or from another source, the Bank shall provide information in accordance with Articles 13 and 14 of the General Data Protection Regulation, such as, for example, information about the Bank as the controller, the purposes and the legal basis of personal data processing, the categories of personal data which are collected (for example, personal data required for the establishment of a business relationship pursuant to the Anti-Money Laundering and Terrorist Financing Act, as well as other data necessary for the performance of a particular contract or for taking actions prior to entering into a contract or for the fulfilment of some other legal obligations, for legitimate interests of the Bank as the controller or of a third party); [information about] the storage period, the recipients of data, the source of data as well as the rights related to personal data protection (for example, the right of access to personal data, the right to erasure, the right to object, etc.), where such information shall be provided through the document "Information on the processing of personal data of natural persons in operations with legal entities", available to clients on www.pbz.hr and at the business premises of the Bank. Contact details of the data protection officer: sluzbenik.za.zastitu.osobnih.podataka@pbz.hr.
If the processing is based on consent as the legal basis for processing, then the User, an End User, an authorised representative or other natural person involved in the conclusion and/or performance of the Contract for Electronic Banking Services for Business Entities may at any time withdraw the consent. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.
The Bank shall collect and process personal data for the purpose of the implementation of the Law on administrative cooperation in the field of taxes, which governs the implementation of the Agreement between the Government of the Republic of Croatia and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA (the Foreign Account Tax Compliance Act, the US law which introduced a reporting obligation for financial institutions with respect to certain accounts), which includes collecting of information, application of due diligence rules, identification of US reportable accounts, as well as reporting on these accounts to the Ministry of Finance.
The Bank shall collect and process personal data also for the purpose of the implementation of the Law on administrative cooperation in the field of taxes, which governs administrative cooperation in the field of taxes between the Republic of Croatia and EU Member States as well as automatic exchange of information on financial accounts between the Republic of Croatia and other jurisdictions, within the framework of the so called Common Reporting Standard (CRS), which includes collecting of information referred to in Article 26 of the Law in accordance with reporting rules and due diligence rules, identification of reportable accounts, as well as reporting on these accounts to the Ministry of Finance, Tax Administration.
8. These General Terms for Electronic Banking have been drawn up in Croatian and in English. In the event of any discrepancy between the texts in Croatian and in English, the Croatian version shall prevail.

9. The language of communication between the User/End Users and the Bank during the term of the Contract for Electronic Banking Services for Business Entities shall be the one specified in the Application Form for Electronic Banking Services.
10. These General Terms for Electronic Banking shall apply to all Contracts for PBZCOM@NET service concluded/ entered into before the date of entry into force of these General Terms for Electronic Banking. If the Users who have already concluded Contracts for PBZCOM@NET service do not agree that these General Terms for Electronic Banking should apply to the Contracts for PBZCOM@NET service, they shall be required, within the time limit of 15 days from the date of entry into force of these General Terms for Electronic Banking, to cancel the Contract for PBZCOM@NET service without any notice period and to settle all obligations due and payable to the Bank. It shall be deemed that the User has accepted application of the General Terms for Electronic Banking to the Contract for PBZCOM@NET service if, within the proposed time limit, the User has not cancelled in writing the Contract for PBZCOM@NET service. By accepting these General Terms, the Users/End Users who access the electronic banking service PBZCOM@NET via FINA business certificates at the same time accept Fina's terms and conditions for the provision of certification services for business entities and for certificates for state administration bodies, available at <https://rdc.fina.hr/pds/PDSp-hr.pdf> [English version at <https://rdc.fina.hr/pds/PDSp-en.pdf>]
11. These General Terms for Electronic Banking shall enter into force on 17 July 2024 and they have been adopted in order to enable separate contracting and regulation of the procedures related to FINA Business Certificates, on the basis of which PBZCOM@NET service is accessed and used, and payment transactions are authorised. As of the date of entry into force of these General Terms, the General Terms for the Use of Electronic Banking Services of Privredna banka Zagreb d.d. for Business Entities of 1 July 2022, shall cease to be valid.

Zagreb, 2 July 2024