PRIVREDNA BANKA ZAGREB
Intesa Sanpaolo Group

General Terms and Conditions of Privredna banka Zagreb d.d. For Payment Transactions with Natural Persons – Consumers (Consolidated Text)

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CONTENTS

The consolidated text of the General Terms and Conditions of Privredna banka Zagreb d.d. for Payment Transactions with Natural Persons – Consumers consists of the General Terms and Conditions of Privredna banka Zagreb d.d. with Natural Persons – Consumers of March 26, 2013 which came into force on June 1, 2013, the amendments of February 28, 2014 which came into force on June 29, 2014, the amendments of August 4, 2016 which came into force on August 15, 2016 and amendments of May 16, 2017 which came into force on September 1, 2017, save the Items II.2., III.3. related to the SEPA direct debiting and IV.12. which came into force on June 5, 2017, and Item XII.1. and Paragraph four of Item IV.3. which came into force on October 9, 2017. The amendments of July 27, 2017 which came into force on the day of their adoption and which amendments were adopted for the purpose of harmonization with the law[1], the amendments of December 18, 2017 which came into force on January 1, 2018, the amendments of February 22, 2018 which came into force on the day of their publishing, the amendments of April 10, 2018 which came into force on April 25, 2018, the amendments of July 20, 2018 which came into force on August 1, 2018[2], the amendments of July 20, 2018 which came into force on July 28, 2018 and were adopted for the purpose of harmonizing with the law[3], the amendments of September 28, 2018, the amendments of March 15, 2019 applying as of March 2019, the amendments of October 15, 2019 applying as of November 2, 2019, the amendments of February 20, 2020 which came into force on the day of their publishing[4], the amendments of March 10, 2020 applying as of October 1, 2020, the amendments of May 12, 2020[5], the amendments of June 9, 2020 applying as of October 1, 202, the amendments of September 29, 2020 applying as of October 29, 2020, the amendments of September 23, 2021 applying as of October 11, 2021 which were adopted to harmonize with the regulations[6], the amendments of September 29, 2021 applying as of December 27, 2021, save the amendments to Chapter VIII., Item 2. Exchange rate, applying as of January 15, 2022, the amendments of June 20, 2022, applying as of August 30, 2022, the amendments of November 2, 2022, applying as of January 1, 2023, which were adopted to harmonize with the law and the Regulation (EU) No. 260/2012[7], the amendments of April 11, 2023, applying as of June 19, 2023, the amendments of February 13, 2024, applying as of May 27, 2024 and the amendments of November 15, 2024, applying as of December 2, 2024.

I. INTRODUCTION

The General Terms and Conditions of Privredna banka Zagreb d.d. for Payment Transactions with Natural Persons – Consumers (hereinafter: the General Terms and Conditions) provide for the terms under which the Bank, as the payment services provider, shall provide payment services to natural persons – consumers, the method of those service provisioning, as well as the term and conditions

[1] Approximation with the Act on the Comparability of Fees Related to Payment Accounts, Payment Account Switching and Access to Basic Accounts (Narodne novine, No. 70/17).

[2] Amendments due to the introduction of the new Virtual Card functionality.

[3] Approximation with the Payment System Act (Narodne novine, No. 66/2018).

[4] Approximation with the Act on amendments to the Act on the Implementation of EU Regulations Governing Payment Systems (Narodne novine, No. 16/2020.)

[5] As of May 27, 2020 the Bank started to issue cards to Users who have a special account opened for the purpose of receiving payments and fees exempted from seizure, i.e. payments of partial income and fees over which seizure is limited, all intended to enable disposal of account funds by means of a card at ATMs and other devices, as well as to access account balance information as a way of minimizing COVID-19 pandemics consequences and the need for social distancing and client health protection.

[6] Approximation with the Regulation (EU) 2019/518 of the European Parliament and of the Council of March 19, 2019, amending Regulation (EC) No 924/2009 as regards certain charges on cross-border payments in the Union and currency conversion charges (EU Regulation 924/2009)

[7] Approximation with the Act on the Introduction of the Euro as the Official Currency in the Republic of Croatia (Narodne novine, No. 57/2022) and Regulation (EU) No 260/2012 of the European Parliament and of the Council of March 14, 2012, establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009

of the opening, management and closing of transaction accounts and mutual rights and obligations pertaining to them.
Integral parts of the General Terms and Conditions are the Schedule Plan, the Bank's Tariff, the Exchange rate of Privredna banka Zagreb d.d. as valid on the day of its application, separate terms and conditions for individual additional services, whether being an integral part of individual agreements or made available to consumers at www.pbz.hr or in branch offices of the Bank, and the Information on the switch service.
The General Terms and Conditions are an integral part of an individual transaction account agreement and together with the agreements on individual services tied to the transaction account and the documents from the previous paragraph of these General Terms and conditions constitute the framework agreement. The General Terms and Conditions of Privredna banka Zagreb d.d., Zagreb with natural persons apply to the contractual relationship between the User and the Bank regarding the rights and obligations not specifically provided for by the aforementioned contractual documentation.

II. DEFINITIONS

Individual terms used in the General Terms and Conditions shall have the following meaning:

1. General Terms[3]

- **The Bank** – Privredna banka Zagreb d.d., Radnička cesta 50, Zagreb, the Republic of Croatia; payment services provider in accordance with these General Terms and Conditions
  - Personal tax No.: 02535697732
  - IBAN: HR64 2340 0091 0000 0001 3
  - BIC: PBZGHR2X
  - Bank's Internet page: www.pbz.hr
  - Contact addresses: pbz365@pbz.hr
    Phone: 0800 365 365
    Bank's branch offices

  The list of the Bank's branch offices may be found on the Bank's Internet page at www.pbz.hr.
  The Bank is registered with the Zagreb Commercial Court under No.: 080002817.
  The Bank is a credit institution conducting its activities on basis of the work approval issued by the Croatian National Bank, Zagreb, which acts as the supervisory authority for the Bank's activities.
- **PSP** – payment service provider
- **consumer** – a natural person participating in the payment services agreements, i.e., an individual transaction account agreement included in these General Terms and Conditions, beyond its economic activity or free trade
- **User/Payment Services User** – consumer who has closed a framework agreement with the Bank and who uses the payment service as the payer, the recipient, or both at the same time, in accordance with the provisions of the said agreement
- **payer** – a natural person or a legal entity who has a payment account and provides order or consent for payment from that account, or, if there is no payment account, a natural person or a legal entity issuing a payment order
- **recipient** – a natural person or a legal entity to whom monetary assets, subject to the payment transaction, are intended for
- **payment services** – services the Bank acting as the PSP provides as its activity, which include services enabling cash deposits into a payment account, cash withdrawals from a payment account, as well as any procedures required for the account management, payment transaction execution services, including monetary fund transfers into an account opened with the User's PSP or another PSP (payment transaction execution by payment cards or by similar means, execution of credit transfers, including standing orders), payment transaction execution service where monetary assets are covered by a credit line for the Payment Services User (payment transaction execution by payment cards or by similar means, execution of credit

transfers, including standing orders), payment instrument issuing services and/or payment transaction acquiring services

- **payment order** – the payer or payment recipient's instruction to the Bank, i.e., their PSP requesting payment transaction to be executed
- **payment transaction** – depositing, withdrawing or transferring monetary assets initiated by the payer or in their name and to their benefit or initiated by the payment recipient, regardless of the obligation resulting from the relationship between the payer and recipient; payment transactions may be national, international and cross-border
- **national payment transaction** – payment transaction the execution of which is participated by the payer's PSP and the recipient's PSP or only one PSP located in the Republic of Croatia
- **cross-border payment transaction** – payment transaction in the execution of which two PSPs participate, of which one PSP (that of the payment recipient or the payer) is located in the Republic of Croatia, and the other in another Member State
- **international payment transaction** – payment transaction in the execution of which two PSPs participate, of which one PSP (that of the payment recipient or the payer) is located in the Republic of Croatia, and the other in a third country
- **accepting payment transaction** – payment service provided by a PSP based on an agreement closed with the payment recipient on the acceptance and processing of payment transactions resulting in a transfer of monetary assets to the payment recipient.
- **currency conversion fee** – the amount of the fee compared to the most recent reference exchange rates of the European Central Bank (ECB) for euro. It shows the percentage difference between the fees and the currency conversion rate of the service provider and the conversion rate of the European Central Bank
- **payment scheme** – unique group of rules, practices, standards and implementation guidelines for the execution of individual payment transactions
- **card payment scheme** – a group of functions, procedures, processes, rules and devices enabling the card owner to execute payment transactions and/pr withdraw cash with the PSP and/or receive monetary assets.
- **credit transfer** – payment service by which the recipient's payment account is granted the payment transaction or a line of payment transactions after the payer's payment account has been debited, by the PSP managing the payer's payment account and based on the payment order issued by the payer
- **SEPA** – The Single Euro Payments Area), i.e., the area in which Payment Services Users may initiated and receive EUR payments, under the same conditions, rules and obligations, regardless of their location and regardless of whether the payments are national or cross-border payments. SEPA includes states signatories of the European Economic Area Agreement (Members of the EU, Island, Lichtenstein and Norway).
- **SCTInst scheme** – unique group of rules, practices, standards and implementation guidelines for the execution of instant credit transfers in EUR, separated from any infrastructure or payment system supporting their application. The SCTinst scheme rules are available on the Internet page at www.sepa.hr
- **SCTInst credit transfer** (instant payment) – EUR credit transfer with the following features:
  - The payer's PSP and the recipient's PSP have to participate in the SCTInst scheme,
  - The service is available 24/7/365,
  - The payment transaction and the availability of the funds for the recipient takes place in the targeted period of 10 seconds since the registration of the time stamp on the payment order
  - The maximum SCTInst credit transfer amount is EUR 13,272.28
- **time stamp** – time mark of the payer's PSP on the received payment order by which the payer shall initiate the SCTInst credit transfer, indicating the start of the targeted period of 10 seconds for the payment transaction to be executed
- **third state** – a state other than the Member State
- **Member State** – a European Union Member State and a state signatory of the European Economic Area Agreement

- **internal payment transaction** – payment transaction executed by the Bank as the PSP of both the payer and the recipient
- **external payment transaction** - payment transaction in the execution of which two PSPs that operate in the Republic of Croatia, of which one PSP (of either the recipient or the payer) is the Bank
- **framework agreement** – payment services agreement closed by the Bank with the Payment Services User, consisting of the transaction account agreement, the special terms and conditions for individual transaction account type, the agreement and special terms and conditions for individually agreed services provided by the Bank related to the transaction account and these General Terms and Conditions providing for the future execution of individual and consecutive payment transactions and containing obligations and the terms and conditions for the opening, management and transaction account closing; if the User has closed several accounts for different transaction account types with the Bank, the Bank shall provide payment services from all accounts under these General Terms and conditions, appreciating the special features of individual account type and separate agreements
- **transaction account** – payment account opened and managed by the Bank for the consumer on basis of the framework agreement
- **payment account** – the account managed by the PSP and utilized for the execution of payment transactions
- **switch service** – transfer of information from the transferring PSP to the receiving PSP about all or specific standing orders for credit transfers, repeating direct debiting and repeating incoming credit transfers which are executed from the payment account and/or partial or complete transfer of the positive payment account balance from one payment account to another, without closing or with the payment account closing at the transferring PSP
- **Payment Service Provider performing the transfer or transferring PSP** – payment service provider transferring information required for the switch
- **Payment Service Provider recipient or the receiving PSP** – payment service provider receiving information required for the switch
- **switch power of attorney** – express authorization authorizing the receiving PSP and the transferring PSP to execute each individual action required for the switch service execution. The scope of the switch service is determined by the User in accordance with the law providing for the payment account switch service, these General Terms and Conditions and the framework agreement
- **IBAN (International Bank Account Number**) – the number of the transaction account which is opened in accordance with the international ISO 13616 standard, and it is used to execute national, cross-border and international payment transactions. It consists of the maximum 34 alphanumeric characters, two letter characters which mark the state in which the bank is headquartered according to the international ISO 3166 standard, the two-digit control number calculated according to the international standards ISO 7064, MOD 97-10 and the BBAN
- **BIC (Business Identifier Code)** – unique international business identifier of the Bank determined according to the international ISO 9362 standard, and used to execute payment transactions
- **unique identification mark [jedinstvena identifikacijska oznaka (JIO)]** – a combination of letters, numbers and symbols determined by the PSP for a single Payment Services User and which should be indicated by the other Payment Services User to clearly determine the first Payment Services User and/or payment account of the first Payment Services User which is used in the payment transaction; for the purpose of these General Terms and Conditions, the JIO is the IBAN of the transaction account and/or number of the payment card, deposit account number and/or credit placement number
- **Indirect Account Identifier Register [RPIR (Registar posrednih identifikatora računa)]** – the national register led and managed by the Financial Agency (FINA) where, based on the Payment Services Users' consent provided through the Bank as the RPIR participant, a specific PIR determined by the user is registered in addition to the specific transaction account number (IBAN). RPIR enables the other Payment Services User, the PSP of whom is also a RPIR participant, to retrieve the data on the number of the recipient's transaction account number (IBAN) when initiating the payment

transaction through the data about the payment recipient which is registered in the RPIR as a PIR tied to a specific transaction account.
The Bank is a direct RPIR participant on basis of a separate agreement closed with FINA, on grounds of which the Bank shall register an IBAN tied to a PIR as defined by the User, cancel a PIR joined with the IBAN from the RPIR, retrieval of data from RPIR required to initiate a payment transaction, retrieval of deactivated PIR-IBAN pairs from another RPIR participant and search of data belonging to their Payment Services Users.

- **PIR [(Posredni identifikator računa)] indirect account identifier** – it can be a User personal data: mobile phone number, e-mail address or the personal tax number of the User – the owner of the transaction account which the User has tied with their transaction account IBAN and which the Bank, based on the express consent provided to the Bank by the User, has delivered to RPIR for the purpose of initiating payment transaction to the benefit of that transaction account. PIR shall uniquely identify the respective IBAN as long as it is tied to it in RPIR.
- **authentication** – the procedure enabling PSP to check the Payment Services User's identity or the validity of a specific payment instrument use, including the check of Payment Services User's personal security credentials use. If the authentication includes the use of two or more elements belonging to the knowledge category (something only the User knows), possession category (something only the user owns) and inherence category (something the User is) which are mutually independent, that is strong authentication.
- **authorization** – the procedure of confirming the service User's will for the purpose of providing consent for the execution of payment orders, closing of specific agreements or other purposes supported within a specific service. With the authorization the service User accepts the conditions presented prior to the authorization. The possibilities and the method of authorization depend on specific service features and are defined by these General Terms and Conditions and a specific service utilization agreement.
- **authentication/authorization devices and applications** – devices, applications or method of authentication and authorization:
  - **Card reader** – non-personalized device used for the authentication and authorization processes through the Bank's cards equipped with chip technology and a card PIN.
  - **PBZmToken** – personalized application installed on a mobile device used for the authentication and authorization processes
  - **#withKEY** – mobile token integrated in the online banking mobile application used for the authentication and authorization processes
- **electronic payment transaction** – a payment transaction initiated and executed in a manner including the use of an electronic platform or device, and not including payment transactions initiated by paper order or those initiated by mail or phone
- **deposit account** – a vista savings deposit in EUR or in EUR and a foreign currency, a time deposit in EUR or a foreign currency
- **direct debiting** – payment service used to debit payer's payment account, whereby the payment transaction has been initiated by the payment recipient on basis of the payer's consent provided to their PSP, the payment recipient or the payment recipient's PSP
- **standing order –** contractual relationship between the payer and the Bank for the payment services, by which the payer orders the Bank to debit the payer's account to the benefit of a specific payment recipient, for a specific amount, with a specific payment dynamic, until recall or for a specific period of time
- **payment instrument** – personalized means and/or a group of procedures agreed between the Payment Services User and their PSP used to issue payment orders
- **payment instrument on basis of a card** – every payment instrument, including the card, mobile phone, computer or any other technological device with an appropriate payment application enabling the payer to initiate a card-based payment, which is not a credit transfer or direct debiting as determined by Art. 2. of the Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit

transfers and direct debits in euro and amending Regulation (EC) No 924/2009 (SL L 94, 30. 3. 2012., hereinafter: Regulation (EU) No. 260/2012)

- **payment card/card** – internationally valid bank card as the payment instrument issued by the Bank on basis of a transaction account agreement as pursuant to the provisions of the agreement, enabling the person having it the payment of goods and/or services, either at points-of-sale and/or remotely and/or to withdraw and/or deposit cash and/or to use other ATM services or other devices, as well as to transfer and/or receive monetary assets and/or a card as a payment instrument issued by the Bank for a special account opened based on an order by authorities as pursuant to special regulations for the purpose of income payment and fees exempted from seizure, i.e. for the purpose of partial income amount and fee payment with limited seizure, enabling the person owning it to use previously mentioned functionalities, save the cash depositing. The card is owned by the Bank and cannot be transferred.
- **payment card number** – card number unambiguously indicating the card issuer and the Payment Services User and containing sixteen numerical characters which are personalized on the front side of the payment card
- **PIN (Personal Identification Number**) – indicates the personalized security credential consisting of the personal secret identification number of the Payment Services User assigned to them by the Bank, known to the card user exclusively and strictly confidential and used to identify the card user and authorize them in payment transactions having conditional identification and PIN authorization
- **personalized security credential** - personalized features provided by the Bank to the Payment Services User for the purpose of authentication and authorization, known to the User only; they may be card data and data linked to the card, enabling its issuer to identify the person authorized by the issuer to use the card, and especially, individually or in connection: the name and surname of the card user, the card number, the control number printed on the back or front part of the card, the card expiry date, the PIN, the one-off password and signature of the card user on the card, the unique User number assigned by the Bank to the online banking service user and other credentials depending on the channel of utilization and/or payment instrument
- **signature** – declaration of will of the Payment Services User through written wording, regardless of the material used for writing, the means used to write and/or a group of electronic data joined or logically connected with other electronic data which are used to identify the Payment Services User and confirm the credibility of the signed document and the authorization of payment transactions with signature identification and authorization as a condition
- **account information service provider** – payment services provider providing the account information payment service
- **payment initiation service provider** – payment services provider providing the payment initiation service
- **account information service** – online electronic service (through a publicly available communication network, i.e., the Internet), offering consolidated information on one or several payment accounts the Payment Services User has with another payment service provider or several payment service providers
- **payment initiation service** – payment service for initiation of payment orders at the Payment Services User's request from their account managed by another payment service provider
- **3-D Secure** - standard for checking card user's authenticity in the internet transaction system (Internet purchase) according to the standards prescribed by global payment schemes Mastercard and Visa. The card user is authenticated by entering the one-off password which is generated via the authorization/authentication device
- **Permanent data carrier** – any means enabling the Payment Services User to store information sent to them personally, by making them available for future use in a period matching the information purpose and enabling reproduction of stored information in an unchanged form
- **Remote communication means** – means of communication that can be used to communicate and/or close agreements for payment and other services without simultaneous physical presence of the provider and the Payment Services User

- **balance** – the amount of transaction account funds
- **available transaction account funds amount** – the balance increase by the amount of the overdraft, if any
- **overdraft**– authorized and tacit overdraft
- **authorized overdraft**[8] – the amount of the funds made available to the User by the Bank on basis of the EUR transaction current account and the authorized overdraft agreements, and which amount exceeds the EUR transaction current account balance amount
- **tacit overdraft**[9] – the amount of funds the Bank may tacitly make available to the User, and which amount exceeds the current EUR transaction current account balance amount
- **OSR system/OSR** – Basic register system [osnovni sustav registra] is the system for processing and exchanging client data and information, the data on existing and settled or otherwise closed monetary liabilities of the User, regardless of their role in the monetary obligation (debtor, co-debtor, guarantor, overdraft user, credit card user etc.) between credit institutions and financial institutions as the OSR system users with intermediation of the Croatian Credit Obligations Register [HROK – Hrvatski registar obveza po kreditima d.o.o.] for the purpose of loan solvency estimation and/or credit risk management
- **Card installment repayment** – EUR transaction current account card's feature enabling the User to pay for the goods/services in installments, at points-of-sale in Croatia supporting the functionality, or other method of card-incurred cost splitting the Bank has or may have in its offer, which can include subsequent installment division via online banking [PBZ digital banking] for the costs incurred with the card in Croatia and abroad
- **Unauthorized overdraft** – is the total negative balance of the account. It is created by debiting the account for an amount higher than the balance amount, i.e., the overdraft/authorized card installment repayment
- **reservation** – reserved amount of transaction account funds based on a payment transaction for which the User has provided consent and the Bank has carried out the authentication procedure, for which the Bank shall reduce the balance or the available transaction account balance before the day the transaction account was debited for the amount of the respective payment transaction, i.e. before the day the reserved amount will be deleted after the expiry of the period defined in accordance with the payment scheme rules
- **workday** – the day on which the respective PSP participating in the execution of the payment transaction does business so that the payment transaction may be executed; the workday for the execution of a payment order from a payer's account managed by one PSP into a recipient's account managed by another PSP (external transactions), as well as for the execution of charge-back payment transactions initiated by the Bank as the PSP based on a complaint for unauthorized payment transactions are workdays from Monday to Friday, save national holidays and other non-working days, as defined by respective regulations defining non-working days in Croatia or a non-working day for a payment system through which the payment transaction is executed. Workdays for the execution of payment transactions of the Bank as the PSP and the payer and payment recipient (internal transactions), as well as for the execution of instant payments are all days of the week, regardless of whether any of them is a Sunday, national holiday or another non-working day as defined by respective regulations defining non-working days in Croatia
- **execution date** – the day on which the payment order is executed towards the recipient's PSP, compared to the time and day of payment order receipt
- **value date** – the date of the recipient's PSP account authorization. At the same time, the value date is the reference period used by the Bank to calculate interest on monetary assets posted as debiting the payment account (the debiting value date) or as crediting the payment account (the authorization value date)

[8] In the Banks offer as of June 19, 2023

[9] As of June 19, 2023, the Bank has not been granting new tacit overdrafts. Provisions of Par. XII. TRANSITIONAL AND CLOSING PROVISIONS hereunder apply to tacit overdrafts granted before June 18, 2023.

- **reference exchange rate** – the exchange rate used as the basis for currency recalculation, made available by the PSP or publicly accessible
- **reference interest rate** – the interest rate used as the basis for interest calculation which shall apply, publicly accessible and available to be checked by both payment service contractual parties
- **Time of receipt and payment order execution deadline – Time Schedule** – the document determining the time of acceptance and receipt, the execution date and value date of the payment order
- **Point-of-sale** – a business entity authorized to accept the card or a card-based payment as a cashless means of payment for goods and/or services
- **Internet point-of-sale** – a point-of-sale connected to the Internet accepting the card or the cad-based payment instrument as a cashless means of payment, via the Internet exclusively
- **Withdrawal point-of-sale** – a business entity authorized to accept the card for cash withdrawal services on a POS device
- **ATM** – electronic device intended for execution of cash withdrawal and depositing payment transactions and for the User's transaction account balance checks and other services the Bank currently provides or would provide in the future by means of the aforementioned device
- **POS device** (Point of Sale) – electronic device intended for execution of payment transactions intended for payment of goods and/or services or cash withdrawals; depending on the system, it may require authorization by PIN, signature, card or other payment instrument near-placement to the device with this functionality enabled
- **Self-service device** – electronic device intended for execution of payment transactions for payment of goods and/or services at which transactions are performed with presence of a card and User identification in a way determined by the self-service device itself
- **Coin deposit machine for domestic currency** – electronic device intended for coin depositing into EUR transaction accounts, with transactions executed using the card and User identification in a way determined by the device itself
- **Contactless payment** – payment transaction initiated by near presence of a card/another payment instrument enabled for contactless payments at a POS device. In accordance with the card payment schemes, authorization is made by placing the card/another payment instrument in the proximity of the device, and depending on the amount of the payment transaction, the User may select to use the card in contact with the POS device exclusively, of which they shall inform the point-of-sale in advance.
- **One-off code for ATM cash withdrawal** – a string of numbers generated by online banking, after the user has authorized a future ATM cash withdrawal transaction as pursuant to the General terms and conditions for online banking [PBZ digital banking] (#withCASH feature)
- **Payment system** – monetary assets transfer system with formal and standardized procedures and common rules for the processing, calculation and/or settlement of payment transactions
- **online** – the possibility to connect through a publicly available communication network, e.g., the Internet, to enable the use of a specific service
- **General Terms and Conditions** – The General Terms and Conditions of Privredna banka Zagreb d.d. for Payment Transactions with Natural Persons – Consumers, providing for payment system with consumers, including payment services, the obligation to inform the Payment Services User about the terms for providing services and the services provided, as well as about other rights and obligations related to the provisioning and utilization of payment service, the method of opening and management of transaction accounts and payment transaction execution
- **General Terms and Conditions of Privredna banka Zagreb d.d.** – The General Terms and Conditions of Privredna banka Zagreb d.d. for Providing Retail Services
- **Bank's Tariff** – Bank's fees for providing services to domestic and foreign natural persons - citizens
- **Virtual card** – digital display of the card in the digital wallet, enabling the User to make contactless payment transactions at points-of-sale in Croatia and abroad, which support NFC technology or at remote points-of-sale accepting this card-based payment instrument ant at ATMs or other devices if supported by the Digital wallet service. The Bank as the card issuer

determines the card types which may be registered in the Digital wallet and notifies about it through its distribution channels.

- **Digital wallet** – mobile payment application solution developed and offered by a specific service provider, enabling the User, on basis of a special agreement with that service provider, to register data tied to one or several cards issued by the Bank within the application, thus generating a Virtual card(s) for the purpose of payment transaction initiation. The conditions and the method of Digital wallet use the User shall agree with the Service provider, which shall also determine the type and the features of the mobile device on which the Digital wallet application may be agreed and installed. The Bank is the issuer of the Virtual card generated within the digital wallet.
- **Digital wallet service provider (Service provider)** – legal entity providing the Digital Wallet service to which the Bank has enabled cards it issues to be registered.
- **Mobile device** – the device on which the Digital Wallet application is installed, and which was agreed by the User with the Digital Wallet Service Provider.
- **NFC technology** - "Near Field Communication" (NFC) technology enabling cordless small-distance transfer of data between two devices.

2. SEPA Direct Debiting – Terms[10]

- **SEPA Direct Debiting** – national or cross-border EUR payment service for the debiting of the payer's payment transaction account in the account card's currency, whereby the payment transaction was initiated by the payment recipient on basis of the payer's SDD consent given to the recipient. The payer and the recipient must open transaction accounts with the Basic SDD Scheme participant.
- **Basic SDD Scheme participant** – any PSP authorized to provide the direct debiting payment service according to the current Croatian regulations, which has ascended to the Basic SDD Scheme. The Basic SDD Scheme participant register for the national payments is publicly available at www.hub.hr. Regis Basic SDD Scheme participant register for the cross-border payments is available at www.europeanpaymentscouncil.eu. The Bank is the Basic SDD Scheme participant.
- **Basic SDD Scheme /SDD Scheme** – payment scheme applying unique rules for the processing of EUR SEPA Direct Debiting within the European Economic Area under the SEPA rules. The rules of the Basic SDD Scheme are available at www.sepa.hr
- **SDD consent/Consent** – payer's consent to the recipient for issuing individual or a line of payment orders debited to the payer's transaction account, under the conditions defined by the SDD consent
- **Consent identifier** – unique number used to identify each individual Consent, assigned by the payment recipient to unambiguously indicate Consent
- **SDD order** – order for SEPA Direct Debiting payment. The currency of the SDD order is euro.
- **Interbanking workday** – a day on which banks are available for interbanking business
- **R transactions** – SEPA Direct Debiting payment transactions that the PSP cannot regularly execute, and which result in extraordinary processing, among other reasons, because of insufficient funds, recall, wrong amount or wrong date, lack of Consent or incorrect, i.e., closed account. R transactions available to the payer are refusal request for a payment order before debiting (Refusal) and request for refund of monetary assets after debiting (Refund). To the Basic SDD Scheme participants and the payment recipient available are Reject, Request for cancellation, Return, Reversal and Revocation as available at www.sepa.hr
- **Special Execution Conditions [PUI – posebni uvjeti izvršenja]** – the functionality available to the payer for the purpose of defining special conditions of the SDD order execution in the Bank

[10] Approximation with the Basic SDD Scheme Rules (available at www.sepa.hr). Par. II.2. hereunder entered into force on January 1, 2023.

III. TRANSACTION ACCOUNT OPENING AND MANAGEMENT

The Bank shall open a specific transaction account for the consumer on basis of the framework agreement and transaction account agreement.
Before they become liable for the obligations from the offer or the framework agreement, the Bank shall provide to the Payment Services User previous information required for them to compare different offers as to be able to adopt the decision on the account closing, especially information about the Bank as the PSP, the terms and conditions for payment services use, all fees, interest rates and the exchange rate, the method of mutual communication, the protective and corrective measures, the method of amendments to and cancellation of the framework agreement and the legal protection, on paper or any other permanent data carrier, sufficiently in advance, as to provide the Payment Services User with enough time to make the decision on the closing of the agreement. It is understood that the Bank has fulfilled its obligation to inform by delivering a copy of the framework agreement draft containing the information as referred to in this item and the information fee document for the most representative services tied to the payment account from the list published by the Croatian national Bank. The information document on fees for the most representative services tied to a payment account and the glossary including the titles and definitions of the services from the list published by the Croatian National Bank are available in electronic form on the Bank's Internet page at www.pbz.hr and on the Bank's business premises.
The Bank shall open and manage the following transaction accounts for the consumer:
- EUR current account
- EUR and foreign currency current account
- EUR giro account
- EUR and foreign currency giro account
- Special purposes account.

In addition to the accounts above, the Bank may open a separate account for the purpose of receiving funds and withdrawing funds exempt from seizure, based on an agreement closed with the User or an order of the authorities and on basis of separate regulations.
When agreeing and opening a transaction account, a signed copy of the agreement in Croatian language is delivered to the User by the Bank.
A User may have only one transaction current account in the Bank and only one EUR transaction giro account, whereas there may be several EUR and foreign currency transaction current accounts and EUR and foreign currency giro accounts.
The Bank manages transaction accounts in the official currency of the Republic of Croatia (EUR) and in currencies as listed on the Bank's Exchange Rate List, depending on the transaction account type, as pursuant to the provisions of the agreement on the specific transaction account type. The EUR and foreign currency transaction current account and the EUR and foreign currency transaction giro account are granted in the currency of the payment order inflow, which currency the Bank shall record on the account on basis of the respective payment order if the receiving currency has not been previously recorded on the transaction account to the benefit of which the payment transaction was received.
The transaction account funds are managed as a vista funds, and the Bank insures the funds with an institution for savings deposit insurance.
The Bank shall provide payment services to the Payment Services User within the balance, or the available amount of the transaction account funds, in accordance with the provisions of the framework agreement and special regulations.
Framework agreement transactions or individual transaction account transactions are generally executed by the Payment Services User and/or an authorized person (attorney, legal representative/guardian), as pursuant to the provision of the framework agreement within the available funds limit, including the amount of an authorized current account card installment repayment if any, in accordance with the respective law and by-laws and the Bank's terms and conditions.

The User may authorize one or several persons, in written and in a manner determined by the General terms and conditions of Privredna banka Zagreb d.d. and these General Terms and Conditions, to perform specific activities within the framework agreement.
If the power of attorney is given in the Bank, simultaneous presence of both the User and the authorized person is required in the Bank's branch office. If the power of attorney was given outside the Bank, a domestic or foreign authority should attest it. Attested power of attorney must be an original or attested copy and the Bank retains the original or the attested copy of the power of attorney.
The User shall make the authorized person familiar with the contents of these General Terms and Conditions, as well as the terms and conditions of the agreement of each individual transaction account for which they are an authorized person. It is considered that the authorized person has accepted the General Terms and Conditions and the General terms and conditions of Privredna banka Zagreb d.d. as they undertake the first action related to the transaction account/framework agreement for which they are the authorized person.
As far as credit line agreements tied to a specific card as referred to in Items 3.4. and 3.5. hereunder, the basic card user undertakes to make the additional user familiar with the contents of these General terms and Conditions and special general terms and conditions for such cards. It is understood that the additional user has accepted the aforesaid by signing the application form which applies to the additional user and by using the card for the first time.

1. Issuing and Rules for Use of a Card as Payment Instrument

Together with the transaction account opening agreement or with an agreement for a credit line tied to a specific card or with a special account opened on basis of an order issued by the respective authority, based on special regulations, the Bank shall issue to the User a card as a means of electronic verification of the User's identity through individualized security credentials of the card and/or payment of goods and services, either through an acquiring device or remotely and/or of enabling cash withdrawals and/or use of other ATM services or another self-service device, depending on the card functionalities. The card that is issued together with a special account opened on basis of an order from respective authorities and is based on special regulation for the purpose of receiving income and fees exempted from seizure, i.e. for the purpose of partial income and fee payments for which seizure is limited, shall not enable cash deposits in a branch office or at an ATM or another device.
In addition to the User, the Bank shall issue a card to their transaction account authorized persons. The rules for the issuing and use of cards not tied to a transaction account are contained in the General terms and conditions on the issuing and use of an individual card type.
The User and other transaction account(s) authorized persons, as they dispose of the transaction account(s) funds, i.e. as they perform payment transactions (payments/discharges/transfer), as well as other activities from and into individual transaction account(s) in the Bank's branch offices shall present to the Bank, in addition to a valid identification document as referred to in Art. 3 of the General terms and conditions of Privredna banka Zagreb d.d., another payment instrument (payment card(s)) which was issued to them on basis of a framework agreement.
PIN shall be issued to the User and/or authorized person to perform electronic card transactions. A PIN is a personalized security credential. The User may not keep the PIN next to the card, nor they may make it available to third unauthorized persons in any other way, since it represents an exclusive and undoubted confirmation of the User's identity and the performed transaction. Should the contrary be the case, the User shall take responsibility for the damages which might occur due to an unauthorized use of the card and/or its PIN, as pursuant to the provisions of Item V. hereunder.
The Bank shall deliver the PIN to the User by mail to the User's address registered with the Bank. Those Users who have agreed the online banking services with the Bank may receive their PIN through that service.
A card is delivered in a Bank's branch office and its receipt is confirmed by signature, unless the User agreeing it on a specific channel was previously notified or offered the possibility to be handed in, i.e. receive the card in another way, as explained prior to it.

By way of an exemption from the, an inactive card may be delivered by the Bank through mail to an address of the User as registered by the Bank. A card delivered in such a way, should be activated by the User prior to the first use, in a secured environment, as pursuant to the notification which will be delivered by the Bank together with the card.
Immediately upon card receipt, the card user shall undertake all reasonable measures to protect personalized security credentials of that payment instrument: the name and surname of the card user, the card number, the control number printed on the back or front of the card, the card expiry date, the PIN, the card user's signature. The User shall undertake measures to disable card, PIN and card data access to third unauthorized persons.
The card may be exclusively used by the person to whose name the card was issued, up until the card expiry date. The card user may use the card within the balance/available amount on the transaction account.
The card bears the name, cannot be transferred and is issued by the Bank with an expiry date indicated on the front of the card. The card remains valid up until the last day of the month indicated on the card. The Bank may replace the card prior to the indicated expiry date due to the card security mechanism improvement, new technology implementation, harmonization with the regulatory requirements or other justified reasons, even before the indicated expiry date, of which it shall duly notify the User.
Prior to the expiry date of an existing card, the Bank shall issue a new card, with a new expiry date. A card with an expired validity date may not be used. In such a case, the User should cut through it and destroy it.
Any other method of card use, as well as card use by a person whose name is not embossed on it, shall be deemed abuse, and the Bank may terminate user rights by taking the card and cancelling the transaction account agreement.
The use of the card to close fictional sales agreement, usury agreement, settlement insurance, debt collection and pornographic content and drug purchase is especially considered to be abuse of the card user rights, as well as any other purpose which is in its nature and purpose contrary to the morality and positive regulations of the Republic of Croatia.

2. Switching Services

2.1. At the User's request, as pursuant to the law providing for the payment account switching services, the Bank provides the switching service if both PSPs are located in the Republic of Croatia and if the receiving PSP is already managing a payment account or if they open such an account for the User, in the same currency in which the transferring PSP has managed the account.
By way of an exception, the switching service, in the name and to the benefit of the User may be requested by their authorized person, if they have been expressly authorized for the switching service by a special power of attorney. The User's signature must be attested by a domestic or foreign authority, as pursuant to special regulations.
The Bank as a PSP has been providing the switching service as pursuant to the switching power of attorney, which must be in written and contain express authority to do so, the range of services to be switched and the dates of the procedure. The method of applying for and the contents of the switching power of attorney are defined in the Information on the switching services which are available to users in the Bank's branch offices and on the web at www.pbz.hr.

2.2. The switching service starts after:
- the receiving PSP has received switching power of attorney from the User
- the User has opened a payment account in the same currency as the account managed by the transferring PSP, unless they already have an opened payment account with the receiving PSP.

Acting as the transferring PSP, the Bank shall consider the switching power of attorney as received from the receiving PSP to be a request for mutual termination of the framework agreement, if the User requested the payment account to be closed by it, authorizing the transferring PSP to do so, whereas the account closing, after the User has met all their framework agreement liabilities with

the Bank and after the receiving PSP and the transferring PSP have performed actions in accordance with the switch power of attorney, shall be considered as acceptance of the User's request.
Should there be any unsettled payment account liabilities of the User with the Bank, for which account they have requested to be switched, the Bank as the transferring PSP shall inform the User about it.

2.3. For the User wishing to open or already having an opened account with a PSP abroad, in another Member State, upon the User's request, the Bank shall:
- deliver a list of all data on active standing orders for credit transfers, as well as available data on repeating incoming credit transfers and direct debits for which the payer has provided consent to the payment recipient, or the payment receiving PSP, and which were made from the payment account in the previous 13 months, free of charge
- transfer the positive balance amount set by the User from their payment account into the payment account the User has with the PSP in another Member State, provided that the request included all data enabling identification of the new PSP and the payment account with that PSP and/or
- close the payment account.

Notwithstanding the provisions of the framework agreement and the provisions of the law providing for payment transactions about the notice period for the framework agreement, if there were no unsettled liabilities with the Bank on the payment agreement, the actions as referred to in the previous paragraph shall be performed by the Bank within a period determined by the User, which period may not be shorter than the sixth workday since the receipt of the User's request, unless otherwise agreed between the Bank and the User. If there are any unsettled liabilities on the payment account, preventing the execution of requested actions, the Bank shall inform the User about it, immediately after the request from the previous paragraph has been submitted.

3. Additional Services Related to the Transaction Account

The User may agree and/or use one or several additional services which are tied to the transaction account, if they meet special conditions determined for each individual service, as follows:
3.1. online banking
3.2. standing order
3.3. SEPA Direct Debiting as referred to in Item IV.12. hereunder[11]
3.4. credit cards [revolving] Mastercard and Visa Classic
3.5. credit cards [charge] Mastercard and Visa Classic
3.6. authorized overdraft
and other additional services the Bank shall introduce subsequently.

3.1. Online Banking

Online banking is a service tied to a transaction account in the Bank. Online banking is agreed as pursuant to the General terms and conditions for online banking [PBZ digital banking] use.

3.2./3.3. Standing Order/ SEPA Direct Debiting as referred to in Item IV.12. hereunder

The User may agree a line of payment transactions to be executed:
- in the Bank/via online banking as a standing order with a defined execution conditions (the number of the debiting transaction account, the currency and the amount, the payment recipient's account number, the number of payment transaction series, for a limited period of time or until recall). All payment transactions which are a part of the payment transaction series based on the agreed standing order are considered to be authorized.
- by providing the SDD consent to the payment recipient, as pursuant to Item IV.12. hereunder.

[11] Approximation with the Basic SDD Scheme Rules (available at www.sepa.hr). Par. II.2. hereunder entered into force on January 1, 2023.

3.4./3.5. Credit Cards [revolving, charge]

Credit cards [revolving, charge] are agreed in a manner regulated by separate terms and conditions for that specific additional service, by applying these General Terms and Conditions to the issues not otherwise provided for by such terms and conditions.

3.6. Authorized Overdraft

3.6.1. At the EUR current account User's request, the Bank may grant an authorized overdraft.
The Bank may enable card installment repayment to the EUR transaction current account user, in addition to the authorized overdraft.
The Bank shall determine the terms and conditions and the criteria for the granting of an authorized overdraft and the amount for card installment repayment.
For the purpose of comprehensive and continuous risk monitoring and management, the Bank shall estimate the credit exposure and proneness to risk on basis of credit worthiness and regular settlement of financial obligations of the User and persons related to them in the Bank and the members of the PBZ Group[12]. The Bank shall determine the credit worthiness limits by its internal document, as well as the credit worthiness of the User in accordance with the current consumer credit regulations, the CNB's by-laws and the regulations adopted by the Croatian and European authorities.
While estimating the credit worthiness and managing the credit risk management those factors relevant for the estimate of probability that the User shall meet their credit obligations and framework agreement obligations shall be considered. The Bank shall estimate the credit worthiness of the User at the closing of the authorized overdraft and during the whole duration of the contractual relationship.
The Bank shall not enable an authorized overdraft or card installment repayment for minor Users and Users under guardianship.

3.6.2. For the purpose of adopting the decision on the authorized overdraft application, at the Bank's request, the User shall provide required data and documentation (e.g., income, debt documentation and documentation needed to establish credit worthiness etc.).
The Bank shall not consider an authorized overdraft application if the User did not submit required documentation and/or provide data needed for the adoption of the decision together with the authorized overdraft application.

3.6.3. Prior to the authorized overdraft and card installment repayment granting, the Bank shall estimate the credit risk, whereby it may use internal and external data such as the amount and stability of income, credit exposure in the Bank and the PBZ Group members, other credit institutions and members of their groups and financial institutions, current and historic good standing with the Bank and the members of the PBZ Group and other credit and financial institutions, including liabilities of the User as the debtor, co-debtor or guarantor in the Bank/members of the PBZ Group or other credit and financial institutions and other factors which might affect the risk to increase and financial liability with the Bank and members of the PBZ Group to be regularly met.

3.6.4. The Bank may grant an authorized overdraft and card installment repayment if:

- the User received regular monthly income in the Bank
- the User and the persons related to them[13] regularly meet their obligations on the maturity date of individual financial liabilities[14] in the Bank/member of the PBZ Group

[12] Information on the PBZ Group members is available at www.pbz.hr

[13] A trade enterprise owned by the User and a user of a loan in which the overdraft user is a solidary debtor (joint credit exposure) are understood as related persons

[14] eng. *default*

- the User's available income is acceptable considering existing credit obligations and minimum life expenses
- the User's proneness to risk has been assessed as being acceptable based on the available data on their good standing and regular settlement of credit obligations of the User and persons related to them regarding any banking and financial service of the Bank and/or members of the PBZ Group (e.g. loan repayment arrears, blocked account, continuous utilization of a larger portion of the granted authorized overdraft amount and/or temporary unauthorized overdraft use etc.) and other indicators,
- the User's risk assessment was acceptable based on the external data learned by the Bank through exchange with other credit institutions and their respective groups' members and financial institutions, by obtaining and using date from available credit registers, i.e., gathering, exchange and provisioning data systems, which were organized by credit/financial institutions (the OSR system), or in other acceptable ways.

3.6.5. If the Bank has granted an authorized overdraft to be used, the Bank and the User shall close the authorized overdraft agreement. The agreement is closed in Croatian and in writing. A copy of the authorized overdraft agreement shall be handed in to the User by the Bank.
Prior to the closing of the authorized overdraft agreement, the Bank shall provide the User with all information about the current authorized overdraft terms and conditions, in a written form or on another permanent medium, and in a form, the contents and figuration of which is prescribed by separate regulations.[15]

3.6.6. The granting of the authorized overdraft shall increase the available amount on the EUR current account, and the utilization of the authorized overdraft, for all transactions debited to the account, shall reduce the available amount. Any income into the EUR current account shall increase the available amount on the account.

Card installment repayment granted in addition to the overdraft may be used at both physical and online points-of-sale in Croatia, depending on the amount and the terms and conditions of the point-of-sale, as well as these General Terms and Conditions. The functionality does not refer to a Virtual card. Authorization by card PIN at a POS device or the entering of security features as requested at the online point-of-sale, of the username and/or password under which the User's card is registered as the payment means for purchases on the Internet shall be considered the User's request for granting of a card installment repayment at points-of-sale.
Card installment repayment installments mature monthly, the first installment maturing a month since the transaction date, of which the User shall be informed in the balance statement.
As the card installment repayment transaction is authorized, the Bank may refuse the request and not provide its consent, i.e., deny the possibility to use the card installment repayment in accordance with Item 3.6.7. hereunder.

3.6.7. The Bank may renew an authorized overdraft during the term of the authorized overdraft agreement.
For each renewal of the authorized overdraft and the card installment repayment, as well as for each card installment repayment use the Bank shall estimate the credit risk as pursuant to these General Terms and Conditions. As the authorized overdraft and card installment repayment are renewed, the Bank may grant an authorized overdraft and card installment repayment in the same amount or it may reduce the amount of the authorized overdraft and the card installment repayment.
The Bank shall not grant or renew an authorized overdraft and card installment repayment or it shall reduce (partially recall) or terminate (cancel) a granted authorized overdraft and installment

[15] European Standardized Information Sheet (ESIS)

repayment or shall limit the disposal of a previously granted or announced card installment repayment:

- if it has determined that the User and persons related to them[16] do not meet their obligations on the maturity day of individual financial liabilities[17] in the Bank/member of the PBZ Group (e.g., loan repayment arrears, delayed repayment of liabilities related to the Bank and PBZ Card d.o.o.'s cards etc.) [18]
- if, based on the available information on the User's income (e.g. in case of reduced or missing regular income affecting the amount of the a overdraft) or the information on credit liabilities, the amount of which compared to the income, indicated increased credit risk (for example, in case the User has an additional debt, and the amount of regular income did not change) or
- if it has estimated the User's proneness to risk to be unacceptable, based on the available data on good standing of the User and the persons related to them, i.e. the current and historic regular settlement of credit obligations for any banking or financial service in the Bank and/or members of the PBZ Group (for example, loan repayment arrears, blocked account, information on continuous utilization of the larger portion of the granted authorized overdraft amount and/or occasional unauthorized overdraft utilization) and other indicators or
- if the User's proneness to risk estimate based on the external data that the Bank has learned through the exchange with other credit institutions and members of their groups and financial institutions, obtaining and using data from available credit registers, i.e. systems for gathering, exchange and provisioning of data organized by credit /financial institutions (OSR system) or otherwise, was not acceptable
- if the Bank has received from authorities an order for forced payment from the User's transaction accounts or
- if the User did not adhere to any of the provisions of the framework agreement and/or EUR transaction account agreement or
- for any other justified reason.

For example, the Bank may reduce the authorized overdraft and card installment repayment amount if:

- it has determined that regular User's income has been reduced, whereas the amount of the credit obligations as recorded by the OSR system remained unchanged or
- if it has determined that the amount of the credit obligations as recorded by the OSR system has increased, whereas regular income remained unchanged or
- if it has estimated the User's proneness to risk to be increased, based on the available data on good standing of the User and the persons related to them, i.e. the current and historic regular settlement of credit obligations (in the PBZ Group and/or other credit institutions and members of their groups and financial institutions, by obtaining and using data from available credit registers, i.e. the OSR system), the data on blocked account, the information on

[16] A trade enterprise owned by the User and a user of a loan in which the overdraft user is a solidary debtor (joint credit exposure) are understood as related persons)

[17] eng. *default*

[18] EBA/GL/2016/07 Guidelines on the application of the definition of default on basis of Article 178. of Regulation (EU) No. 575/2013 (It is believed that the User and the persons related to them are in default if the User and the persons related to them are in arrears regarding the fulfillment of matured financial liabilities towards the bank and/or members of the PBZ Group for more than 90 consecutive days and the amount of the total debt from all financial liabilities is higher than the current material threshold amounting to EUR 100 and 1% of the total PBZ Group's exposure to the User (the total exposure is the sum of all financial obligations of the User in the PBZ Group: loans, cards, overdrafts))

continuous utilization of the larger portion of the granted authorized overdraft amount and/or occasional unauthorized overdraft utilization and other indicators.

3.6.8. In case the authorized overdraft and card installment repayment were reduced or terminated, without the User's request to do so and without any additional cost, the Bank shall enable the User to repay in installments the reduced or terminated amount of the previously utilized authorized overdraft, in 12 monthly installments and by applying the interest rate which is valid for the EUR current account authorized overdraft. The Bank shall inform the User about it to the most recently recorded address of the User, no later than 30 days prior to the day the authorized overdraft would be effectively reduced or terminated.

Before the effective reduction or termination of the authorized overdraft the User may settle the utilized amount by which the previously authorized overdraft will be reduced or terminated as pursuant to the notification as referred to in paragraph above, by a lump-sum payment or they may regulate installment repayment with the Bank, in accordance with the notification from the paragraph above.

If the User did not act in a manner described above up until the day the authroized overdraft was effectively reduced or terminated, the Bank shall reduce or terminate the authorized overdraft and without their request to do so and without any additional cost, it shall enable installment repayment in 12 monthly installments, by applying the authorized overdraft interest rate, as pursuant to the notification about the terms and conditions and maturity deadlines of the reduced or terminated authorized overdraft amount, which shall be delivered to the User to the most recently recorded address of the User.

The User has the right to repay their liabilities entirely and early at any time.

If the User did not settle liabilities indicated in the notification about the terms and conditions and maturity deadlines of installment repayment of a reduced or terminated authorized overdraft amount, the Bank may make the entire debt amount due and take collection measures.

If the User utilized card installment repayment in addition to the authorized overdraft, the amount of the authorized overdraft installment repayment may be increased by the utilized card installment repayment amount. If the amount of the utilized authroized overdraft was not increased by the utilized card installment repayment, the amounts of the materialized card installment repayment shall continue to mature regularly.

In case the authorized overdraft was reduced, the Bank may limit further use of the card installment repayment, provided that the utilized card installment repayment amount matures for payment in a manner and in accordance with the terms and conditions of authorized overdraft and card installment repayment, of which the User shall be notified as agreed.

3.6.9. During the term of the authorized overdraft agreement the User may apply for the change of the authorized overdraft amount. The Bank may grant an authorized overdraft amount higher than the granted to the User, if they apply for a higher amount and meet the conditions of item 3.6. hereunder. In such a case, the Bank and the User shall close a new authorized overdraft agreement. During the term of the authorized overdraft, the User may submit a request for authorized overdraft reduction, in a branch office of the Bank or through other channels the Bank may subsequently introduce. In such a case, the Bank shall grant a reduced authorized overdraft amount to the User in the new authorized overdraft utilization period, based on the authorized overdraft agreement closed at an earlier date.
If the authorized overdraft user wished to terminate the authorized overdraft, the request may be submitted in writing to the communication addresses as listed in item 1 hereunder, or they may

request it in the Bank's branch office, when they must settle the utilized authorized overdraft amount.

3.6.10. With the termination of the authorized overdraft, the authorized overdraft agreement shall be terminated as well.
3.6.11. The Bank shall inform the User about the authorized overdraft and card installment repayment amounts, about the possibility to use, reduce or terminate them, the period of authorized overdraft utilization, the annual nominal interest rate during each of the calculation periods in which the authorized overdraft is used, the effective interest rate on the authorized overdraft and the other terms and conditions of authorized overdraft and card installment repayment use, in the agreed manner, by means of the balance statement, or otherwise.

3.6.12. The Bank may reduce or recall the unutilized portion of the authorized overdraft for the User, of which they shall be informed in advance by the Bank, by means of the EUR current account balance statement, as agreed.

3.6.13. The User shall settle all their financial obligations with the Bank and the members of the PBZ Group regularly, on the day of each individual obligation's maturity (e.g. loan annuity payments or spending invoices for cards issued by the Bank or PBZ Card d.o.o. or leasing installments with PBZ leasing d.o.o. on the maturity day), as well as meet any other terms and conditions of these General Terms and Conditions, so that the Bank would enable the authorized overdraft and card installment repayment.
The User shall get the good standing status if they and persons related to them have been settling all their financial obligations with the Bank and the members of the PBZ Group on the day of each individual obligation's maturity day, for a minimum of 90 consecutive days to the least.

IV. PAYMENT SERVICES PROVISIONING

1. Payment Transactions

A payment transaction is executed by a payment order.
Elements of a payment order are set by positive regulations and conditioned by the channel of order receipt, as pursuant to a separate agreement and the terms and conditions for individual payment instrument type and the payment system and these General terms and conditions.
The Bank shall execute a payment transaction as pursuant to the Schedule plan, unless there are conditions for the payment order to be refused as referred to in Item IV.7. hereunder, the regulations providing for payment transactions.

As a monetary deposit or withdrawal payment transaction in the amount of EUR 10,000 (or a foreign currency in the amount of EUR 10,000 counter value at the Bank's buying exchange rate for the foreign currency on the day the transaction is executed) or higher, the Bank shall request form the User the data on the source and/or purpose of the funds, as well as the documentation confirming the claim, and other data as needed, to conduct due diligence as pursuant to the Anti Money Laundering and Terrorist Financing Law. Notwithstanding the aforesaid, the Bank shall retain the right to request from the User additional data and documentation prescribed by the law providing for the anti-money laundering and terrorist financing, even for monetary depositing, withdrawing and transferring payment transactions, regardless of the transaction amount and the channel used to initiate the payment order, both as the payment order is initiated, or after its execution, if such was deemed necessary within the framework of due diligence measure procedure.

If the User did not deliver requested data and/or documentation, or if the Bank cannot determine the purpose of the transaction or the source of funds for it on basis of the delivered data and documentation, the Bank may refuse to execute such a transaction, and it may terminate business relationship with the User, as pursuant to the Anti Money Laundering and Terrorist Financing Law.

2. Payment Order Receipt

The Bank receives payment orders through its distribution channels, as pursuant to the provisions of the transaction agreement, the provisions of separate agreements and terms and conditions for additional services provided by the Bank to the User and relating to those accounts, and these General terms and conditions.

As a payment transaction is initiated, on a channel enabling it, the User may initiate a payment transaction as a regular payment transaction which is executed in accordance with the Schedule Plan or as an instant payment, if all conditions for the execution of a SCTInst credit transfer as referred to in Item 2 hereunder have been fulfilled.

The Bank shall receive a payment order if it is correct, readable and authorized in an agreed manner, and if there are no reasons for it to be refused.

The receipt time of the payment order is the moment when the Bank has received the payment order, immediately from the payer, or indirectly, from the payment initiation service provider, from or through the payment recipient. The deadline for a payment order to be received is defined by the Schedule Plan.
If a User has agreed with the Bank the day on which the order is executed individually, the receipt time for the order shall be understood as the day agreed for the start of the order initiation. If a non-working day was agreed as the start of the order execution for external payment transactions, the receipt day of the order shall be understood as the immediate next workday.

If the User has authorized a cash discharge payment transaction at an ATM through the online banking service, the receipt time for the order shall be understood as the moment the one-time discharge code entry in the ATM interface by the submitter, as pursuant to the Schedule plan for the cash discharges at ATMs, if all conditions for the execution of the order under the special conditions for the online banking service (withCASH functionality) have been fulfilled.
For payment transactions initiated by a card and a payment instrument based on a card, the order receipt time is the moment in which the User has provided consent for the payment transaction to be executed and the Bank has carried out the authentication procedure. After the order has been received, the Bank shall transfer the funds after it has received the debiting order from the PSP of the recipient in accordance with the agreed card payment scheme.
An online banking user whose transaction account is available online through the service, has the right to use the payment initiation payment service provided by the payment initiation service provider and to place the payment order through the payment initiation payment service provider. The Bank shall handle the received orders placed through the payment initiation service provider in the same manner as the orders placed directly by the payer through other channels, as much as the time schedule, the execution deadline, priorities and fees, except when there are objectively justified reasons.
Following the receipt of the payment order from the payment initiation service provider, the Bank shall provide or make available to the payment initiation service provider all information on the initiation and all information regarding the execution of the payment transaction available to the Bank.

3. Payment Order Execution

The time for the payment order to be execute is defined by the Schedule Plan.

The Bank shall execute a payment order if the following conditions have been met:

- If the payment order is correct

- If there is available coverage on the transaction account for the payment of the total order amount and the fee or if the User depositing cash onto their transaction account has handed over to the Bank cash in the amount required for the order to be executed and fee to be collected, unless for individual additional services it was prescribed or agreed otherwise
- If consent was provided for the payment order in the agreed way.

In addition to the aforementioned conditions, in case of an instant payment, the condition for the payment order to be execute is the receipt of the information about the SCTInst payment transaction acceptance by the PSP of the recipient.

If the payment order was initiated by the card or a payment instrument based on a card and the User has provided consent in the agreed manner, and the authentication process has been conducted in accordance with the card payment scheme rules, the User shall provide coverage on the transaction account in the currency of the card.
Prior to the execution of an individual payment transaction, the Bank shall provide to the payer, at their request, the information on the maximum execution period, the total fee amount and the amount of each individual fee, as well as prescribed information on an individual payment transaction after debiting of the payment account, i.e., after the execution of an individual payment transaction.
The Bank shall make available to the User the information on the transactions and the transaction account balance in the balance statement, once a month, in agreed way, without fee collection. More frequent reporting on transactions or reporting through communication means not listed in the framework agreement, upon User's request, the Bank shall collect as pursuant to the Bank's Tariff.
The agreed way of balance statement and other notification delivery, as pursuant to Art. 23 of the General terms and condition of Privredna banka Zagreb d.d. and these General terms and condition shall be understood the method of balance statement delivery as pursuant to the framework agreement and/or an individual transaction account agreement closed with the User. During the term of the transaction account agreement the Client may change the method of balance statemen and other notification delivery, as pursuant to Art. 13., Par. 13.2. of the General terms and conditions of Privredna banka Zagreb d.d.
To receive notifications via online banking, the Payment Services User, the online banking user at the same time, should make sure that all technical conditions referring to the equipment and software required for information or notification transfer have been met, as pursuant to the General terms and conditions for online banking use, as available at www.pbz.hr and in the branch offices of the Bank. For the transfer of information or notifications to the User by an e-mail address, the User should register a correct e-mail address with the Bank.

4. Payment Order Correctness

A payment order is considered correct if a minimum of the following elements is provided:

- **Payment order** - title (name) of the payer, JIO of the payment recipient, title (name) of the recipient, currency mark and amount, payment description.
- **Discharge order** - title (name) of the payer, JIO of the payer, title (name) of the recipient, currency mark and amount, payment description.
- **Transfer order** - title (name) of the payer, JIO of the payer, JIO of the payment recipient, title (name) of the recipient, address of the recipient, currency mark and amount, execution date, payment description.

In addition to the elements of the previous item, the order must include consent for the execution of the order as defined by the framework agreement.
The payment order by which an international payment transaction is initiated, it is necessary to include BIC.

For the purpose of specific payment transaction execution, the Bank may establish additional elements which should be included in the order so that the payment transaction could be executed.
The Bank determines fulfillment of the conditions for the order to be executed as the order is received. If the order stated the execution date in advance, the Bank shall check the conditions for the payment order execution on the indicated execution date.
The Bank retains the right to request additional information and/or documentation regarding the payment transaction from the User if such obligation resulted from regulations providing for anti-money laundering and terrorist financing or internal acts adopted on basis of such regulations.
The Bank shall not accept a payment order if up until the moment of receipt it has recognized irregularity of one of its elements or existence of a reason from the previous item.
The User agrees that the Bank may change, omit and/or add to their instruction title/name or address of the User based on the IBAN as the unique identification mark, as pursuant to the data registered with the Bank for the IBAN in question. The Bank has the right to add data the User did not enter to the instruction, which are necessary to fill-in mandatory elements of an interbanking message required to execute the order, and such amendment shall in way be considered a change of the User's instruction.
It shall be understood that the payment order has been regularly executed if the Bank has executed the payment order in accordance with the unique identification mark as stated in the User's instruction when the order was received.
The User shall be responsible for completeness and accuracy of the data stated in the payment order.
Before providing consent (authorization) for the order as referred to in Item IV.6. hereunder, the User shall check the elements and the contents of the payment order used to initiate a specific payment transaction and/or a line of payment transactions, regardless of the distribution channel used to receive the payment order.
If the User has provided the Bank with an incorrect unique identification mark or any other incorrect or untrue essential element of the payment order, or if they fail to meet the obligation of the previous paragraph, the Bank shall not be held liable by the User for the correctness and timelines of the order execution.
If the payment order includes the unique identification mark without other prescribed data or if other stated data do not match the unique identification mark, the Bank will execute the order according to the unique identification mark if other agreed conditions for its execution have been met. In those cases, the Bank shall be liable for payment transaction execution in accordance with the unique identification mark only.
The User agrees that by way of an exception, the Bank may change the JIO of the payment recipient as stated in the received instruction of the User only if the payment recipient, on basis of a separate order and authority from the business cooperation agreement with the Bank, has determined their new JIO. In such a case, it shall be understood that the payment order is correct, and that the payment order will be duly executed if other conditions for payment order execution as stated hereunder have been fulfilled.
If the Bank has received a foreign currency payment order stating a transaction account managed in euro only as the payment recipient's transaction account, it shall be understood that the payment order is correct and will be duly executed as pursuant to the payer's instruction, if other conditions for the execution of the payment order as stated hereunder have been fulfilled.
The User agrees that in case from the previous paragraph, when the payment order amount did not exceed a countervalue amount as determined by the Bank's exchange list, without the need to previously contact the payment recipient, the Bank may convert the foreign currency payment order amount to local currency. The amount will be converted at the buying currency rate as published by the Bank, on the day the recipient's account was authorized.

5. Transaction Account Balance

The payer shall provide available balance on the transaction account in the amount matching the amount indicated in the order, increased by the amount of possible fee, on the day determined as the order execution date. Should the contrary be the case, the Bank shall refuse the order execution, save when orders are initiated by a payment card or a payment instrument based on a card, if otherwise was agreed for an individual additional service.
For payment orders initiated by a payment card or a payment instrument based on a card, the payer shall provide available balance in the card currency.
The payer shall keep record of the transactions and the fund balance on the transaction account and may not incur liabilities higher than the balance or the available amount of funds on the transaction account.
The Bank shall execute payment orders according to the time of receipt, by honoring the execution deadlines and the priory as determined by law.

6. Consent (Authorization)

A payment transaction is authorized if the payer has provided consent for the payment transaction to be executed or if the payer has given consent for the payment transaction execution or if the payer has given consent for the execution of a line of payment transactions that payment transaction is a part of.
The method of giving consent for a payment transaction execution depends on the payment instrument and the channel through which the order was received.
The User gives consent for a payment transaction execution:

- In the Bank's branch offices – by signing the order or using the card reader and/or the card and PIN in a manner conditioned by the way individual devices condition payment transaction authorization
- At the payment recipient – by signing the SDD consent
- Via the online banking, the payment initiation service provider and other channels – by using authentication/authorization device/applications and/or PIN
- By card:
  - By inserting or nearing the card or the payment instrument based on the card to the POS device at the point-of-sale for the purchase of goods and/or services and by entering the PIN to the POS device or by signing the spending receipt generated by the POS device
  - By inserting or nearing the card or the payment instrument based on the card to an ATM or by entering the PIN to the ATM
  - By inserting or nearing the card to the POS device at the point-of-sale to withdraw cash and by entering the PIN to the POS device or by signing the transaction receipt generated by the POS device
  - By entering the card data, including the personalized security features requested at the Internet point-of-sale, i.e., by entering the username and/or password under which the User's card is registered as the means for purchase on the Internet
  - By providing personalized security features requested by the payment recipient on the phone or in written
  - By inserting or nearing the card to the local currency coin pay-in device and/or another device, i.e., by managing the card in a manner conditioned by the device for authorization
  - At individual points-of-sale for collection of tolls or parking fees, at which the PSP of the payment recipient has defined the initiation of electronic transactions without the User's signature or by entering the PIN, as pursuant to the current regulations, the card user shall provide consent for such transactions to be executed by inserting or nearing the card or the payment instrument based on the card, to the POS device or self-service device.

The method of providing consent for payment transactions initiated in a manner not defined hereunder, is provided for by the agreement and specific terms and conditions for individual additional services, if any.

As the payment service provider and the payment instrument issuer, when initiating electronic payment transactions and as the User accesses the payment account remotely, the Bank must apply, i.e. request reliable authentication to be applied, except the cases when current regulations allow exceptions, depending on the transaction amount, number or the total amount of consecutive transactions, payment recipient or other criteria anticipated by the current regulations. In such cases where, based on the prescribed criteria it is possible not to apply and not to request the application of reliable authentication, the mere fact that it was not requested or implemented does not mean that the transaction would not be authorized in the agreed manner.

The User who did not have an agreed online banking service, i.e., did not have #withKEY (the mobile token integrated in the online banking mobile application) has the option to request from the Bank to issue a PBZmToken or a Card Reader to be used for initiating electronic payment transactions remotely, by applying reliable authentication.
The User shall pay a fee for the issuing of the PBZmToken or Card Reader authentication/authorization device issuing, as pursuant to the Bank's Tariff.

7. Payment Order Refusal

The Bank may refuse a payment order execution or payment transaction initiation if all conditions for the execution order as prescribed by Par. IV.3, IV.4., IV.5, IV.6., IV.8. and this Paragraph have not been fulfilled and it shall notify the User about the refusal, the reasons for it, if it is possible, and about the procedures for correction of mistakes causing the refusal.
In addition to the aforementioned, for instant payments, the Bank as the PSP of the payer shall refuse the execution of the SCTInst payment transaction if it has received information about the transaction being refused by the recipient PSP's bank. As the payer's PSP the Bank shall refse the execution of a SCTInst payment transaction as well if it has received neither positive, nor negative information from the recipient PSP's Bank after the expiry of the maximum instant payments execution period (25 seconds since Time Stamp was set).
The Bank shall deliver or make available to the User the notification as referred to in the previous paragraph in the agreed manner, as soon as possible, and no later than within deadlines established for payment orders to be executed.
If the User has initiated an instant payment via the online banking service, the Bank shall make available the notifications from the previous paragraph to them, as soon as possible, within the service in the payment order menu ("Refused orders").

The Bank shall collect a reasonable fee for the payment order refusal to the User, as well as for the refusal of a payment transaction initiation if the refusal was justified objectively. The amount of the fee is determined by the current Bank's Tariff.
The Bank has the right to refuse a payment order which fulfills all terms stated in Par. IV.3, IV.4., IV.5 and IV.6. if its execution was contrary to the regulations providing for anti-money laundering and terrorist financing or internal documents of the Bank adopted on basis of such regulations.

8. Payment Order Recall

The Payer may recall the payment order no later than up until the moment the order was received by the Bank, i.e., when the payer has agreed with the Bank the start of the order execution according to Par. IV.2. hereunder, no later than by the cut-off order receipt in a workday preceding the day agreed for the start of order execution.

If the transaction was initiated by the payment recipient or it was initiated through the payment recipient, the payer cannot recall the payment order after they have provided the payment recipient with their consent for the payment transaction to be executed.
If the payment transaction was initiated through the payment initiation service provider, the payer cannot recall the payment order after they have provided the payment recipient with their consent for the payment transaction to be initiated.
The User may recall a payment order in written or in a manner determined for the order authorization by the agreement for an individual special service.
During the recall, the Bank may request from the User the original copy of the order, the original copy of the transaction confirmation or an identification document for the recall of an order issued in a branch office.
If the User has requested an order to be recalled after the deadlines as referred to in this paragraph have expired, the Bank shall take reasonable measures to prevent the order to be executed, honoring positive regulations and professional rules while doing so. The order recall after the expiry of deadlines from this paragraph may be subject to Bank's charges, as pursuant to the current Bank's Tariff.
For payment transactions initiated by the card, by a payment instrument based on the card and cash withdrawal payment transaction at ATMs authorized via the online banking service, the User cannot recall the payment order after the transaction has been authorized. If the one-time code for cash withdrawals at ATMs was not utilized before the code validity has expired, it shall be considered that the payment order has been recalled.
For internal depositing payment transactions – the payment may recall the payment order up until the moment the Bank has received a signed order and cash required for it to be executed, and before it has started with its execution process.

9. Disposing of Payment Recipient's Monetary Assets

The transaction account of the User is authorized and valid as the Bank's account is authorized and the account funds are available for the User after receiving notification about the Bank's account authorization, but not before the collection date, which is the date on which the foreign bank or another domestic bank has authorized the Bank's account.
If the payment transaction is internal, the User – the payment recipient may dispose of received monetary assets on their transaction account on the same workday the Bank has debited the account of the User – payer, and if the funds were paid in cash into the recipient's account in a branch office of the Bank, on the same day the Bank has received the funds.
An exemption from the aforesaid may be those cases when the possibility to dispose of the funds remitted by a card into the account is visible for the User. The availability of funds thus remitted does not depend on the moment in which the Bank has received the funds into its account, but instead, on the card payment scheme rules.

10. Confirmation of the Available Funds

The PSP issuing the card or the payment instrument based on the card may send an inquiry about the availability of funds to the PSP managing the account, on basis of which inquiry the reply is provided whether the amount required for the payment transaction based on the account or a payment instrument based on the card was available on the payer's payment account or not, if the payer has provided express consent for inquiry about the funds availability to be made to the PSP issuing the card or the payment instrument based on the card, if the payer has initiated the payment transaction by the card or the payment instrument based on the card issued by the PSP and in the amount for which the availability inquiry was requested.
The PSP managing the account has to provide to the PSP issuing the card or the payment instrument based on the card a "yes" or "no" answer to the inquiry from the previous paragraph if the payer's account was available online at the moment the availability inquiry was received and if the payer has provided express consent to the PSP managing the account to answer to such inquiries by the

PSP issuing the card or a payment instrument based on the card, provided that the consent was provided prior to the first availability inquiry submitted.
The PSP managing the account cannot disable monetary assets on the payer's payment account to be disposed of on basis of the reply, and the PSP issuing the card or the payment instrument on basis of the card cannot store the received reply and may use it for the purpose of that specific payment transaction execution only.
The PSP managing the account shall inform the payer at their request about the PSP that has submitted the concrete inquiry and about the reply provided.

11. Rights and Obligations of the Bank in Case of Account Information Service

An online banking service user whose transaction account is available online through the service has the right to use the account information payment service for the account provided by the account information payment service.
The account information payment service provider may provide the said service with express consent of the Payment Services User only, has to make sure that personalized security credentials of the Payment Services User are not available to persons other than the User and the issuer of the personalized security credentials, has to forward the personalized security credentials through secure and effective channels, may access only those payment account information which were determined by the User for the use of the service and to payment transaction information related to those account, has to use data, access them and store them for the purpose of the account information service provisioning only, as expressly requested by the User, in accordance with the data protection rules and may not request sensitive payment account data. The name of the account owner and the account number are not payment sensitive data related to the account information service.
The PSP managing the account cannot discriminate requests for data provisioning which were received form the account information service provider, unless there is an objective reason not to, and it may not condition the processing of the account information service provider's request with the closing of an agreement with the account information service provider.

12. SEPA Direct Debiting[19]

12.1. SDD Consent

The Bank provides to payers the SEPA Direct Debiting service to the benefit of those payment recipients who have agreed the service with their PSPs. The Bank as the PSP of the payer is available in the European Union, in accordance with the Basic SDD Scheme Rules, for direct debiting initiated by the payment recipient through the PSP participating in the SDD scheme and located in any of the Member States since January 1, 2023.[20]
Participants in the SEPA Direct Debiting service are the consumer payer, the business entity payment recipient, the payer's PSP and the payment recipient's PSP.
Consent may be provided for the execution of an SDD order debiting EUR transaction accounts or EUR and foreign currency transaction accounts.
Consent may be provided for the execution of an individual SDD order or for the execution of a line of SDD orders.
The payer provides/changes/recalls consent with the payment recipient or a third person (in the name and to the benefit of the payment recipient) which is determined by the payment recipient.

[19] Approximation with the Basic SDD Scheme Rules (available at www.sepa.hr). SEPA Direct Debiting as referred to hereunder shall come into force on January 1, 2023.

[20] Approximation with the Act on the Introduction of the Euro as the Official Currency in the Republic of Croatia (Narodne novine, No. 57/2022) and Regulation (EU) No 260/2012 of the European Parliament and of the Council of March 14, 2012, establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009

The recall of the SDD consent is considered when the payer has withdrawn consent for the execution of a payment order through the SEPA Direct Debiting payment service and any future payment transactions from the recalled SDD consent shall be understood as unauthorized.
The change of the debiting transaction account in the SDD consent shall not be understood as a recall but a change of the SDD consent instead.

Providing SDD consent, as well as any related actions and statements (change and recall of the SDD consent, initiation of the payer's R transactions, determining of PUI), in addition to the transaction account owner may be performed by authorized persons who have been expressly authorized for taking concrete actions by the account owner and transaction account owner's guardians who have been authorized to take such action by the decision adopted by a respective authority. The payment recipient shall be liable for checking the authority when providing/changing/recalling the SDD consent.
Recall of the authority of the person as referred to in the previous paragraph, who provided consent during the term of authority does not result in recalling a duly provided consent back then.
The payment recipient manages Consents, is liable for the content and correctness of the Consent, that it was signed by the payer or another expressly authorized person, for the amendments and recall of the Consent, for the form, storage and safekeeping of the Consent, for the regularity and completeness of the SDD order initiated on basis of a specific Consent, the delivery of required data to the payer and the payer's PSP for the purpose of SDD order execution and for the identity of the Consent. By signing the Consent, the payer gives consent to the payment recipient the Bank that the Consent, together with subsequent amendments and the recall, may be deposited by the payment recipient or a third party in the name of the payment recipient. The payment recipient shall provide to the payer consent identifier prior to the Consent signing or prior to first SDD order sending.

12.2. SDD Order

Based on the Consent, the payment recipient shall initiate SDD orders and deliver them for execution to their PSP, as pursuant to the agreement closed between them and their PSP. The payment recipient shall be held liable for the contents and the correctness of the initiated SDD order.
The SDD order which the payment recipient shall initiate based on the authorized Consent through their PSP, as pursuant to the Basic SDD Scheme is considered an authorized order.
The information on the amount and the estimated date of the SDD order execution is sent to the payer by the payment recipient through a previous notification.
The Bank shall receive SDD orders from the payment recipient if it is the payment recipient's PSP. If the Bank was not the payment recipient's PSP, the SDD order will be received by the Bank through the payment recipient's PSP.
The Bank shall make available to the User the consent identifier received with the SDD order, as well as other information about the SDD order on the Bank's channels.
The Bank shall not receive the SDD order initiated with the execution date, which is not an interbanking workday, since non-workdays are not available for interbanking business and execution of a SEPA Direct Debiting. Similarly, the Bank shall not receive an SDD order if it has recognized irregularity of any of its elements. In those cases, the Bank shall forward the information about incorrect SDD orders to the payment recipient which may make required corrections and sent a new SDD order.

12.3. Special Execution Conditions (PUI) and General Ban of SEPA Direct Debiting

In branch offices of the Bank or through other channels if they were subsequently developed for the functionality, the payer may order the Bank with special execution conditions (PUI) for SEPA Direct Debiting, by banning/allowing collection of SDD orders:

- Of a specific amount or within a specific amount range and/or
- Which mature on a specific date or within a specific time period and/or
- From a specific transaction account(s), i.e., from all transaction accounts and/or

- From specific payment recipient(s) and/or
- Referring to individual Consent(s) and/or
- From all existing and future transaction accounts in the Bank.

The PUI from the previous paragraph may change and be terminated, and the Bank shall act in accordance with the payer's wishes as expressed on the date of the SDD order execution.

12.4. Individual SDD Order Refusal at Payer's Request (Refusal)

After the Bank has received an SDD order, by the end of the day preceding the refusal day of an individual SDD order, the payer may initiate one-off payment not to be executed in the Bank's branch offices or through the online banking service.

12.5. R-transactions of the Basic SDD Scheme Participants and Payment Recipients

Basic SDD Scheme Participants and payment recipient may initiate:

- Rejection: payer's PSP, payment recipient's PSP,
- Revocation: payment recipient,
- Request for cancellation: payment recipient's PSP,
- Reversal: payment recipient and payment recipient's PSP
- Return: payer's PSP.

12.6. Execution/Refused Execution of the SDD Order

As the SDD order is executed, the Bank need not check the existence or content of the SDD consent, and neither must check if the payment recipient prior to the initiation of the SDD order has delivered to the payer obligatory previous notifications related to the SDD order.

The Bank executes received SDD orders on the maturity date if:

- Balance was provided on the debiting account and the funds are available for the payment transaction to be executed. The available balance shall be provided by the payer no later than a day prior to the SDD order execution date, in the amount matching the SDD order amount, increased by the fee amount as referred to in Item 12.8. of Par. IV.12.,
- The payer has not rejected the execution by defining the PUI
- The payer has not refused execution of an individual SDD order as pursuant to Item 12.4. of Par. IV.12. hereunder.

Should the opposite be the case, the Bank shall refuse SDD order execution.

The Bank shall inform the User on the refused SDD order due to insufficient funds/unavailable funds for execution or PUI.

The Bank shall execute SDD orders issued to debit EUR and foreign currency transaction accounts, including fees as referred to in Item 12.4. of Par. IV.12. hereunder in the currency of the card issued with the EUR and foreign currency transaction account. If the currency of the card issued with the EUR and foreign currency transaction account was a foreign current, the Bank shall execute the SDD order by applying the buying exchange rate for the currency from the bank's Exchange Rate, as valid at the moment of the SDD order execution.

If there were several SDD orders maturing on the same execution date debiting the same transaction account, the Bank shall execute them in the order of their receipt time. A pending SDD order for which available balance as pursuant to this Item has not been provided shall not be executed by the Bank, instead, the immediate next will be executed for which balance has been provided. The Bank may repeat the attempt to execute the pending SDD order on the execution date and in case there was sufficient balance, it may execute it in a repeated attempt.

The Bank executes received SDD orders which fulfill the conditions for execution as referred to in this Item, whereas the payment recipient after Consent shall initiate and deliver SDD orders to the PSP.

12.7. Request for Refund

The Payer has the right to submit to the Bank the request for refund for authorized/unauthorized SDD orders (Refund) executed by debiting transaction accounts in the Bank. The request for refund is submitted in the Bank in a written form.

The Bank shall inform the Payment Services User about the refund of funds from the request for refund of an authorized/unauthorized SDD order by means of a balance statement, and about the

rejection of the request for refund of an authorized/unauthorized SDD order, by sending a notification, in a manner agreed for sending notifications and balance statements as referred to in Par. IV.3. hereunder.
The payer may submit to the Bank request for refund for a transaction executed on basis of an authorized SDD order within 8 weeks since the debiting date.
In case of a request for refund for a transaction executed on basis of an unauthorized SDD order, which may be submitted to the bank by the payer within 13 months since the debiting date, the PSP of the payer may request from the PSP of the payment recipient the evidence of SDD consent existence, on basis of which the SDD order was executed, by honoring the prescribed deadlines and conditions for refund of unauthorized payment transaction amounts. If the payer's PSP:

- Has received evidence of existence of an SDD consent, it shall be understood that the payment transaction of the executed SDD order was not unauthorized, and the payer shall not be entitled to refund,
- Has not received SDD consent or has determined that the received SDD consent did not match the executed SDD order, or if it has received the payment recipient's reply that they did not accept the request for refund of an unauthorized transaction, the Bank shall refund the executed unauthorized SDD order by immediately bringing the debited transaction account to the balance matching the balance of the account as if the unauthorized payment transaction had not been executed, including in the refund all fees collected in relation to the executed unauthorized payment transaction, increased by the respective interest,
- If the Bank has not received a reply form the payment recipient's PSP within 30 calendar days since the refund request, it shall decide on the request by taking into consideration the evidence submitted by the request applicant.

12.8. SEPA Direct Debiting Services Fees

In relation to the SEPA Direct Debiting services, the Bank shall calculate and collect fee from the payer for the execution of the SDD orders, issuing/change/termination/one-off termination of PUI, refund, notification on refusal of an SDD order or request for refund of an unauthorized transaction, refusal by the SDD order payer after expiry of legally prescribed deadline for refusal and Consent copy, in the amount and according to the types prescribed by the Bank's Tariff, by debiting the transaction account for debiting as referred to in the SDD order.
The existence and contents of a business relationship agreement with the payment recipient may affect the fee amount. The data on the fee amount are available in the Bank's Tariff.

12.9. Other

Any complaints regarding the relationship between the payer and the payment recipient, including complaints regarding the amount, date and the frequency of SDD order payments, the contents of the SDD consent and the SDD order, the reasons for possible SDD order not being issued shall be dealt with the payment recipient.
If the payment recipient or the payment recipient's PSP, which is not the Bank, did not refund the amount they have received on basis of an SDD order (Reversal), the Bank need not refund the payer for the fee collected for the SDD order execution.

13. Virtual Card and Digital Wallet

13.1. Virtual Card Activation

The User agrees the Digital Wallet service with the Digital Wallet Service Provider. The Bank is not a party of that contractual relationship, and it is not subject, nor it may be subject to rights or obligations of the agreement and is not held liable for the availability or the way in which the service functions. The User independently decides whether they will accept the conditions of the Digital Wallet service as offered by a specific Digital Wallet Service Provider. Following the closing of the agreement with the Digital Wallet Service Provider, the User shall, in a manner conditioned by the Service Provider, register their valid card issued by the Bank with the Digital Wallet, after which a payment instrument Virtual Card shall be generated. The Virtual Card issuer is the Bank and the

relationship between the User and the Bank regarding the Virtual Card, and the Virtual Card payment services is provided for by the framework agreement closed between the Bank and the User. All agreed terms and conditions for the issuing and use of a specific card between the Bank and the User apply to the Virtual Card, except when established otherwise hereunder.

13.2. Virtual Card Use and Payment Transaction Authorization

After they have closed the agreement with the Digital Wallet Service Provider and registered their valid card with the Digital Wallet, the User may use the generated Virtual Card at points-of-sale which accept such a payment instrument. The terms and conditions and the method of Digital Wallet service user are provided for by the agreement closed between the User and the Service Provider which is closed by accepting the General terms and conditions of the Service Provider by the User, either directly in the Service Provider's application, or via the online banking of the Bank, if the Bank offered such possibility.

The User provides consent for the payment transaction execution, initiated via the Digital Wallet service, by means of credentials stored by the User on the Mobile Device and agreed with the Digital Wallet Service Provider. The credentials have the same meaning as the personalized security credentials as referred to hereunder.

The User shall be debited for an executed Virtual Card payment transaction in the described way and the same manner as if the transaction was initiated by a card on basis of which the Virtual Card was generated.

The User may obtain information on executed Virtual Card payment transactions from the Bank in the agreed notification manner as pursuant to the framework agreement, and from the Service Provider as well, if this was agreed with them.

If the User has more Virtual Cards in the Same Digital Wallet, the User shall determine the order of Virtual Cards for the transaction initiation, according to the rules determined by the Digital Wallet Service Provider, by means of the agreement closed with the User.

13.3. Card Replacement and New Cards

When the Bank replaces a card due to expiry or prior to expiry for any reason, the new card will be registered to the User's Mobile Device and thus made available for use as the Virtual Card, regardless of when the User will be handed the new card, except when the card has been replaced with a new one due to reported misuse of the card and/or the Mobile Device.

If for any reason, the agreement on basis of which the Bank has issued the card to the User and the Virtual Card was generated was terminated, or the Bank refused the right to card use for any reason, based on the framework agreement closed with the User, the right to use the Virtual Card shall be terminated simultaneously as well. In case the right to use the card and/or the agreement was terminated/cancelled, or the right to use the card was temporarily suspended, the obligation of the User to pay or provide funds on the transaction account for the payment of all obligations incurred by card and Virtual Card use shall not terminate.

Deleting the Virtual Card from the Digital Wallet shall not affect the possibility to use the card on basis of which the deleted Virtual Card was generated. If the User wished to use their card as the Virtual Card again after it has been deleted from the Digital Wallet, it can be registered with the Digital Wallet again. The deleting of the Virtual Card from the Digital Wallet does not free the User from obligation to settle any liability incurred by the card prior to its deletion. For the use of the Virtual Card on the new Mobile Device, the User must register the card on the new Mobile Device.

13.4. Termination or Limitation of the Right to Use a Virtual Card

The Bank may permanently or temporarily block a Virtual Card for reasons related to the payment system security, unauthorized card and/or Virtual Card use suspicion, i.e., intended fraudulent card use. The Bank shall inform the Client on the intention and the reasons for blocking cards prior to blocking whenever possible, i.e., immediately after the cards have been blocked, except when providing such information was contrary to objectively justified security reasons or laws. The Bank shall deblock cards or replace the blocked payment instrument with a new one after the reasons for blocking that payment instrument have stopped. The reasons for a temporary and permanent

blocking, i.e., prevention of use of the card, which were agreed between the User and the Bank by virtue of the framework agreement on basis of which the card was issued, shall apply to the Virtual Card as well. The card blocking shall result in the blocking of the Virtual Card. The blocking of the Virtual Card need not result in the blocking of the card.
The Bank shall disable the Virtual Card use in case the Digital Wallet service in which the Virtual Card was generated was no longer available for cards issued by the Bank, of which it shall inform the User timely and in advance.
If the Digital Wallet Service Provider has disabled the Virtual Card to be used for some of the reasons agreed with the User as the Digital Wallet service was agreed, the User may approach the Service Provider. The Bank has no possibility, or liability to affect the Service Provider regarding the availability of the Digital Wallet to the User.

13.5. Security

With the card registration in the Digital Wallet on a specific Mobile Device, the User agrees to handle the Mobile Device with due care and agrees to take reasonable measures to protect and keep confidential credentials stored on the Mobile Device which they have agreed with the Service Provider, for the purpose of providing consent for the execution of payment transactions initiated through the Digital Wallet service. The obligations regarding the handling method for personalized security credentials of payment instruments taken over by the User with the framework agreement closed with the Bank refer both to the Mobile Device and the credentials. All payment transactions initiated by a Virtual Card shall be considered as executed by the User, unless the User has previously reported to the Bank theft, loss of Mobile Device or their Mobile Device credential misuse, as pursuant to Par. VI. hereunder. The responsibility of the Bank and the User for payment transactions initiated by a Virtual Card are subject to the provisions of Par. V hereunder, respectively.

The user agrees that:

- While creating credentials for the Mobile Device and/or Digital Wallet, they shall act with due care, by not selecting security details which could be easily guessed or connected with the User by anyone for any reason,
- They shall not store other persons' fingerprints on their mobile device if they have set security settings on their device prior to Digital Wallet service agreement and Virtual Card generation, such as a password, a set pattern lock or fingerprint access, that they shall examine them and provide change to all security details set in a way in which they can be guessed by anyone or to those of which the User has already directly or indirectly provided information to other persons, and they shall disable access by a fingerprint which is not their own,
- They shall, should they suspect their Mobile Device credentials, or any other security detail required for Mobile Device access, were known or could be known, change the credentials or security details without delay, and in case of the Mobile Device loss or theft, or suspicion of Mobile Device or personalized security credentials misuse, inform the Bank as pursuant to Par. VI. hereunder without delay.

13.6. Fees

The Bank does not collect any fees for the card registration with the Digital Wallet or for Virtual Card use from the User. The Bank has no influence over the fee collection by the Digital Wallet Service Provider for their service or the service by any third party providing the services directly or indirectly, in relation to the service.

13.7. Processing of Personal Data and Payment Transactions Data Initiated by a Virtual Card

13.7.1. If the User has registered the card in the Digital Wallet application through the online banking service, the Bank shall be thus authorized and directed to deliver to the Service Provider the identification data of the User and the data about the card registered by the User, including the data on card expiry, for the purpose of the closing of the agreement between the User and the Service Provider. The Service Provider is the personal data controller for the User's personal data with whom they have agreed the Digital Wallet service and as such, they are responsible to the User for

the legality of their personal data processing, required for the closing and execution of the agreement on the Digital Wallet service user, during the term and after the term of that agreement. The Bank has no influence and shall not be held liable for the method in which the Service Provider receives and processes the data.

13.7.2. During the Virtual Card validity and use, the Bank shall deliver to the Service Provider impersonalized information on payment transactions initiated by the Virtual Card for the purpose of agreement execution between the User and the Service Provider.

13.7.3. The agreement and use of the Digital Wallet service includes secure transfer of information through the electronic communication networks, the availability of which is provided by the electronic communication service providers to which the Bank cannot have any influence, including the electronic service provider of the User. Therefore, the Bank shall not be held liable for the availability and the method of these services functioning, and neither shall be liable for the transfer of data through the service from the Service Provider to the User's Mobile Device and vice versa, or for the data storage on the Mobile Device.

V. RESPONSIBILITY FOR PAYMENT TRANSACTION EXECUTION

If the Payment Services User denies having authorized the executed payment transaction or claims that the payment transaction was not executed or that it was not executed orderly and timely, the Bank shall provide proof that:

- The Payment Transaction User's identity check was conducted in accordance with the framework agreement, depending on the order receipt channel
- The payment transaction was authenticated, i.e., authorized in accordance with the framework agreement,
- The payment transaction was correctly recorded and posted,
- The payment transaction execution was not affected by any technical malfunction, or any other failure of the service provided.

If an unauthorized payment transaction was executed, including an unauthorized payment transaction initiated through a payment initiation service provider and not depending on the liability of the payment initiation service provider, the Bank as the PSP managing the account shall immediately, and no later than by the end of the first workday following the receipt of the notification of the Payment Services User about an unauthorized payment transaction or after learning about the unauthorized payment transaction in another way, bring the debited transaction account of the payer to the balance that would match the balance of the account, in case the unauthorized payment transaction had not been executed, whereby the date of validity of invoice approval may not be after the date on which the account was debited for the amount of the unauthorized payment transaction.
If a transaction account was used for the payment, the Bank shall reimburse the funds to the payer within the same deadline.

At the request of the PSP managing the account, the payment initiation service provider shall provide proof that, within the service they provide, the payment transaction was authenticated, that the payment transaction was correctly recorded and that the execution of the payment transaction was not affected by a technical malfunction, or another defect of the service provided by them.
If the payment initiation payment service provider was responsible for an unauthorized payment transaction, no execution, irregular execution or belated execution, the PSP managing the account shall at their request immediately settle the amount of the unauthorized payment transaction and other amounts paid on that basis to their Payment Services User, including the amount of damages incurred due to strong authentication not being applied and other damages suffered.

The User shall be held liable for the executed unauthorized payment transactions, but up to the total maximum amount of 50 euros if the execution was a consequence of the use of a lost or stolen payment instrument or was a consequence of another misuse of a payment instrument.
The Bank is under no obligation to reimburse the monetary assets if there was a justified reason to suspect fraud and if the said reason was communicated to the Croatian National Bank, as well as if the liability of the payer from a framework agreement regarding the method of payment instrument use or regarding the method of payment instrument's personalized security credentials handling was deliberately not complied with, or if those liabilities were not complied with due to gross negligence and in case when a payer did not inform the Bank without delay about the established payment instrument loss, theft or misuse or its unauthorized use.
In case the payment transaction initiated by the payment recipient or through the payment recipient was not executed/was executed irregularly/its execution was late, the PSP is liable to their User for all fees charged to them, as well as for all interest incurred as a consequence of that payment transaction not being executed/executed irregularly/late.
In case an unauthorized payment transaction was (not) executed/was executed irregularly or late, the User retains the right to penalty interest and the difference up to the full damages amount from the responsible PSP, as pursuant to the general rules on liability for damages.

The User shall inform the Bank about an unauthorized, incorrectly initiated, not executed, irregularly or late executed payment transaction immediately upon learning about it, and no later than within 13 months since the debiting date, i.e., their transaction account approval, or else their right to be reimbursed and other rights prescribed by the law shall be lost.
The Bank enables means for the receipt of such notification to be available at all times, personally in branch offices/outlets of the Bank, by mail to the address Privredna banka Zagreb d.d., Praćenje zadovoljstva klijenata i upravljanje prigovorima, Radnička cesta 44, 10000 Zagreb, electronically to pbz365@pbz.hr or by phone to 01/ 48 91 333 or 01/61 24 333 belonging to PBZ Card d.o.o., Zagreb, Radnička cesta 44 (if a payment card was concerned).

Upon payer's request and not depending on their liability, in case a payment transaction initiated by the payer was not executed or was executed irregularly, the Bank shall immediately and without a fee charge undertake reasonable measures to establish the monetary assets flow and inform the payer about the results.

The User shall not be liable for unauthorized payment transactions if:
- The loss, theft or misuse of the payment instrument could not have been discovered by the payer prior to the execution of the unauthorized payment transaction,
- Unauthorized payment transactions were consequence of an action or oversight of the employee, representative or branch office of the PSP or a subject to which their activities were outsourced,
- The PSP did not provide appropriate means for notification about loss, theft or misuse of a payment instrument or its unauthorized use at all times,
- If the payer's PSP did not request or the recipient's PSP did not apply requested strong client authentication
- For unauthorized payment transactions executed after the User has made an application as pursuant to Item VI. hereunder, unless they acted with intended fraud.

As the PSP of the payer, the Bank is liable to the payer for regular execution of a payment transaction initiated by the payer, including transaction initiated through the payment initiation payment service provider, and on that basis it shall reimburse the payer for the amount of the unexecuted or irregularly executed payment transaction without delay, and if the payer's payment account was debited, it shall bring that account to the balance matching the balance as if the payment transaction was not initiated. As the payer's PSP, the Bank shall not be liable if it manages to prove that the PSP of the payment recipient received the amount of the initiated payment

transaction, and that the payment transaction was executed according to the unique identification mark indicated by the payer.

In case the payment transaction was initiated through the payment initiation service provider, the initiation payment service provider shall, upon request made by the PSP managing the account, prove that the PSP managing the account confirmed the receipt of the payment order and that within the service provided by them, the payment transaction was authenticated, regularly recorded and that it was not affected by a technical malfunction or another defect causing the transaction not to be executed, to be executed irregularly or late.

The Bank shall be not held liable for the reimbursement of the User, nor for the payment transaction not being executed if:

- An authorized payment transaction was not executed/ was executed late or the execution of an unauthorized payment transaction was a consequence of extraordinary and unforeseeable circumstanced which the Bank cannot or despite all efforts could not affect and the consequences of which could not be avoided
- The liability of payment transaction execution arises from the law or another regulation binding for the Bank
- The User has submitted to the Bank a forfeited payment order for execution
- The User has not informed the Bank about the unauthorized and/or not executed payment transaction and/or irregularly executed payment transaction and/or the payment transaction executed with delay, immediately after establishing that such payment transactions have occurred, and no later than within the period of 13 months since the day of the debiting or approval.

In case payment instruments referring to individual payment transactions not exceeding the amount of 30 euro or having spending limits to the maximum total amount of 150 euro, the Bank shall not be liable for unauthorized payment transactions if the payment instrument was used anonymously or the Bank, due to other reasons characteristic for the payment instrument or the channel through which the order was received by using that payment instrument cannot provide evidence that the payment transaction was authorized.

If an authorized payment transaction initiated by the payment recipient or through the payment recipient was executed, the payer is entitled to be reimbursed for the total monetary assets if they submit to the Bank the reimbursement request within eight weeks since the debiting date, if the consent for the execution was not given for the accurate amount of the payment transaction and the amount of the payment transaction considerably exceeded the amount the payer would usually expect, taking into consideration their previous spending habits, the provisions of the framework agreement and relevant circumstances of the case in question. The Bank is authorized by the payer to request data to determine said presumptions.

Within the period of ten workdays since the day the request for reimbursement was received, the Bank shall reimburse the payer for the total monetary amount of the payment transaction with the validity date of payment account approval that cannot be later than the date on which the account was debited for the amount the reimbursement of which is requested by the payer or provide an explanation for the reimbursement refusal and state authorities in charge of out-of-court complaint proceeding and alternative dispute resolution procedure.

The payer is not entitled to reimbursement if the consent for the payment transaction execution was provided directly to the Bank and if the Bank or payment recipient have submitted or made available information on the future payment transaction, no less than four weeks prior to the maturity date.

In case of a payment transaction initiated by the payment recipient or through the payment recipient, the payment recipient's PSP is liable to the payment recipient for the correct transfer of the payment order and for making available the received funds to the payment recipient within the prescribed deadline. If the payment recipient's PSP has proved that the payer's PSP has correctly and within deadlines transferred the payment recipient's payment order, the payer's PSP shall be shall be held liable for the execution of the payment transaction by the payer, and in such a case, it shall reimburse the payer, without delay, for the amount of the not executed, or irregularly executed payment transaction, and if the payer's payment account was debited, it shall bring that account to the balance matching the balance of the account as if the payment transaction had not been executed, with the validity date of the approval matching the validity date of the debiting, as the latest, for the amount of the not executed or irregularly executed payment transaction, unless the payer's PSP has proved that the payment recipient's PSP has received the amount of the payment transaction with a delay. In such a case, the payment recipient's PSP shall approve the payment recipient's account with the validity date no later than the date which would be set as the validity date for the same amount, if the payment transaction was executed on time.

Every PSP is liable to their User and for all fees charged to them, as well as for all interest resulting from a payment transaction not being executed, being executed irregularly or late.
In case a payment transaction initiated by the payment recipient or through the payment recipient was not executed or was executed irregularly, the Bank as the PSP of the payment recipient who is a consumer, shall, regardless of its liability, and upon the payment recipient's request, immediately take measures to determine the monetary assets flow and inform the payment recipient about the results. Upon payer's request and regardless of its liability, in case a payment transaction initiated by the payment recipient or through the payment recipient was not executed or if it was executed irregularly, the Bank shall immediately and without a fee take reasonable measures to determine the monetary assets flow and inform the payment recipient about the results.

The provisions of Item V. hereunder referring to the monetary assets reimbursement for an executed authorized payment transaction initiated by the payment recipient or through the payment recipient, the liability of the PSP for the execution of a payment transaction initiated by the payment and the liability of the PSP for the execution of a payment transaction initiated by the payment recipient or thought the payment recipient does not apply to international payment transactions.

In case data or payment orders were submitted by the User through remote communication means, the Bank shall not be liable for the damages which might occur because of the selected method of data delivery. The responsibility for a secure, correct and timely transfer of data lies with the data sender.
The Bank is not held liable by the User for the quality, or the quantity of purchased goods or services, the truthfulness and the completeness of the information received from the point-of-sale or for a point-of-sale refusing to accept a payment instrument.
The User may deliver their complaint, i.e., request for reimbursement to the communication address as referred to in Item II. hereunder.

VI. TRANSACTION ACCOUNT BLOCKING AND LIMITS TO PAYMENT INSTRUMENT USE

The Bank may block a transaction account or a payment instrument due to objectively justified reasons which:

- Refer to the payment instrument security
- Refer to suspected unauthorized use or payment instrument use with intended fraud
- Refer to considerable increase of the risk that the payer would not be able to fulfil its payment obligations, in case of a payment instrument with a credit line.

The Bank shall notify the Payment Services User if fraud was suspected, or in case of actual fraud, or in case payment instrument security was jeopardized, by applying available communication channels and a method thereto.
The Bank may temporarily or permanently limit or terminate use of specific or all transaction account functionalities and respective payment instruments if aforementioned subjective conditions have been fulfilled by the User, or objective conditions, the fulfillment of which does not depend on the User's actions.
During the transaction account blocking, the User, authorized persons/legal representatives/guardians cannot dispose of the transaction account funds.
The Bank will block transaction accounts and respective payment instruments even if it has learned about the death of the User or in case the payment card/other payment instruments were lost, missing or stolen.
Article 9 of the General terms and conditions of Privredna banka Zagreb d.d. shall apply to the disposal of transaction account funds in case of the owner's death.

Before blocking the payment instrument, the Bank shall, if it is contrary to the objectively justified security reasons, or contrary to the law, notify the payer on the intention and the reasons for the blocking of the payment instrument. If the Bank could not execute this obligation prior to the blocking, it shall do so immediately after the payment instrument has been blocked.
On the intention and the reasons for a payment instrument to be blocked, the Bank shall notify the User in written to their address most recently delivered to the Bank, by SMS, phone or the e-mail address, save the case when the Bank could not notify the User, which shall be done immediately after the blocking.
Without delay, the User shall notify the Bank to the communication addresses as referred to Item II hereunder of PBZ Card d.o.o., Zagreb Radnička cesta 44 (if a payment card is concerned), to phone number 01/ 48 91 333 or 01/61 24 333 about the established loss, theft or misuse of the payment instrument or its unauthorized use, as pursuant to the provisions of the transaction account agreement, additional services agreement, these General terms and conditions and General terms and conditions of Privredna banka Zagreb d.d..
If a payment card or another transaction account fund disposal instrument was reported lost, missing or stolen by phone or e-mail, the User shall confirm the loss without delay to the Bank in written at any branch office of the Bank.
After a card has been reported missing, the Bank shall report the missing card and disable its further use.
The Bank may block a transaction account without prior confiscation of the card.
The client shall be held liable for the transactions made up until the moment the payment card, i.e., another fund disposal instrument was reported to the Bank as lost, missing or stolen, as pursuant to Item V. hereunder.
The cost incurred by a loss/theft of a payment card, i.e., another transaction account fund disposal instrument shall be borne by the User.
In case a payment card or another payment instrument was lost, stolen or misused, the cost of new card and PIN or another payment instrument issuing shall be borne by the User.
The Bank shall deblock a payment card or replace a blocked payment instrument with a new one after the reasons for the blocking of that payment instrument have ceased to exist.
With the intention of additionally providing card user's security, within the available spending limit amount, the Bank shall set maximum daily limits for the use of card for payment and discharge of cash. In addition to the spending limit, the Bank shall determine card transaction approval limits. The amount of the limit is available to the card users on the Bank's web page and in the branch offices of the Bank.

VII. OTHER GROUNDS FOR TRANSACTION ACCOUNT DEBITING AND/OR APPROVAL

1. Implementation of Seizure and Other Insurance Measures

The Bank has been blocking transaction accounts and respective payment instruments, as well as collecting from transaction and other accounts of the User without their consent on basis of an order delivered by authorities, according to a special act providing for the seizure of monetary assets.
In case an order was received from authorities in terms of a special act providing for the seizure procedure of monetary assets, the Bank shall execute the order by debiting the balance of the transaction account, which shall not include a possible overdraft, unless the User has provided express consent that the seizure may be carried out on those funds, after the seizure has been implemented. If the Bank has implemented seizure of the transaction account claim based on the received order to execute a payment, the seizure shall take place up to the amount required to settle the claim of the bailiff. If the balance of the transaction account was not sufficient to settle the whole amount of the claim from the order, the Bank shall take action in accordance with the order of the authority and a respective regulation.
In the seizure procedure over the User's monetary assets the Bank acts as the executor of the order issued by the authority in charge only, and it does not determine or check relations between the User and the person indicated as creditor in the order.
The Bank is not held liable by the User for the damages which would occur due to the implementation of an illegal or incorrect order of the authority.
The Bank shall charge fees for the execution of the orders of the authority in charge, in accordance with the special law.

2. Transaction Account Debiting/Approval due to Correction of an Executed Account Approval Based on an Incorrectly Executed Payment Transaction

By way of an exception, the Payment Services User agrees that the Bank may debit/approve the User's transaction account without their further consent and approval, as to correct mistakes which have occurred due to unintentional omission when entering (copying) data, i.e., elements of the payment order which resulted in unsubstantiated authorization of the User's transaction account.
In the case above, the Bank shall inform the User about the mistake made and the executed debiting/approval in the agreed communication manner.
The Payment Services User whose account has been debited may request, i.e., perform a check of whether the debiting was conducted with the consent given or not, as referred to hereunder.
The user shall return funds paid into their transaction account without legal basis.

3. Outstanding Liabilities

If there are any outstanding liabilities of the User with the Bank, the Bank shall retain its right to settle the outstanding liabilities from the funds the User provides of in their transaction or any other deposit account in the Bank.
The Bank shall notify the User about the settlement of its claim in the manner previously described in written or by means of the balance statement as agreed.

VIII. FEES, INTEREST RATES AND EXCHANGE RATE

1. Fees

The Bank shall calculate and collect a fee from the User for performing payment transaction services, by debiting the transaction account as pursuant to the Bank's Tariff. The Bank's Tariff constitutes and integral part of these General terms and conditions.
The Bank calculates and collects a fee for the following payment transaction services:

- the credit transfer service – they are collected simultaneously with the initiation of the payment order, by debiting the transaction account in case of a cashless payment, i.e., in case of a cash payment, simultaneously with the receipt of the cash used to execute the transaction
- the Bank shall calculate a fee to the User and debit the account with the date of notification for sending notification on payment order refusal

- payment order recall – the fee is calculated and collected at the moment of recall
- card payment transactions performed locally and abroad – the fee is calculated as the transaction is authorized and collected simultaneously with the date of the executed transaction's posting
- fess of the intermediary bank and the recipient bank for international payment transactions
- fees for the processing of inflow from abroad[21] based on cross-border and international credit transfers.

In addition to the fees listed in the paragraph above, the Bank calculates and collects account management fees, as well as other fees and actual costs arising from the contractual relationship, as pursuant to the framework agreement.

The EUR and foreign currency current account management fee and the EUR and foreign currency giro account management fee which is collected in foreign currency are calculated by applying the intermediary exchange rate from the Exchange rate list of the Bank for the respective currency compared to EUR, as valid on the day of the transaction.

The Bank collects fees from the authorities for the execution of the order in accordance with the separate act providing for the implementation of the seizure of monetary assets.

2. Exchange Rate

As the local currency is converted to the foreign currency, a foreign currency to local currency and one foreign currency to another foreign currency when making payment transactions, the Bank shall apply the exchange rate from the Exchange rate list of the Bank, unless the contractual parties have agreed otherwise for an individual case.

For payment transactions in local currency performed with the card issued in the currency (CHF, USD), the Bank shall apply the foreign currency buying rate when debiting a transaction account, and for approval of the account the respective foreign currency selling rate from the Bank's exchange rate list on the day the transaction is posted to the transaction account.
The Bank shall debit or approve a transaction account for payment transactions in foreign currency performed by a card or a payment instrument based on a card as follows:
A card issued in EUR:

- For debiting transactions for which the original transaction currency is listed on the Bank's exchange rate list, by applying the selling rate for the currency from the Bank's exchange rate list on the day the transaction account is debited,
- For approval transactions for which the original transaction currency is listed on the Bank's exchange rate list, by applying the buying rate for the currency from the Bank's exchange rate list on the day the transaction account is approved,
- For debiting transactions for which the original transaction currency is not listed on the Bank's exchange rate list, the owner of the Mastercard, i.e., Visa license shall convert the transaction to EUR or USD currency, by applying the Mastercard, i.e., Visa exchange rate on the day the transaction is processed in their system.

The Bank shall debit a client's account with the amount of the transaction converted to EUR, and the amount of the transaction converted to USD the Bank shall convert by applying the selling rate for the currency listed on the Bank's exchange rate list.

- For the approval transactions where the original transaction currency is not listed on the Bank's exchange rate list, the owner of the Mastercard, i.e., Visa license shall convert the transaction to EUR or USD, by applying the Mastercard, i.e., Visa exchange rate on the day the transaction is processed in their system.

[21] Approximation with the Decision of the CNB on the most representative services linked to a payment account (Narodne novine, No. 42/2018) and the EU Regulation 2018/32 applying as of November 1, 2018

The Bank shall approve a client's account for the amount of the transaction converted to EUR and the amount of the transaction converted to USD the Bank shall convert by applying the buying rate for the currency as listed on the Bank's exchange rate list.

A card issued in CHF and USD currencies

- For debiting transactions where the original transaction currency is listed on the Bank's exchange rate list and is equal to the card currency, the transaction account shall be debited with the transaction amount, and if the original transaction currency is different from the card currency, the Bank shall recalculate the transaction amount by applying the selling rate of the Bank for the original currency and the buying rate of the Bank for the card currency on the day the transaction account was debited,
- For approval transactions where the original transaction currency is listed on the Bank's exchange rate list and is equal to the card currency, the transaction account shall be approved for the transaction account, and if the original transaction currency is different from the card currency, the Bank shall recalculate the transaction amount by applying the buying rate of the Bank for the original currency and the selling rate of the Bank for the card currency on the day the transaction account was debited,
- For debiting transactions where the original transaction currency is not listed on the Bank's exchange rate list, the Visa license owner shall convert the transaction to EUR at the Visa exchange rate on the day the transaction is processed in their system. For the transaction amount converted to EUR the Bank shall recalculate the transaction amount by applying the Bank's buying rate for the card currency on the day the transaction account is debited.
- For debiting transactions where the original transaction currency is not listed on the Bank's exchange rate list, the Visa license owner shall convert the transaction to EUR by applying the Visa exchange rate on the day the transaction is processed in their system. For the transaction amount converted to EUR the Bank shall recalculate the transaction amount by applying the Bank's buying rate for the card currency on the day the transaction account is debited.
- For approval transactions where the original transaction currency is not listed on the Bank's exchange rate list, the Visa license owner shall convert the transaction to EUR by applying the Visa exchange rate on the day the transaction is processed in their system. For the transaction amount converted to EUR the Bank shall recalculate the transaction amount by applying the Bank's selling rate for the card currency on the day the transaction account is approved.

For cross-border payment transactions initiated by a card for ATM cash withdrawals or for payments at points-of-sale in a EEA member state (EUR) currency different than the payer's debiting account currency, the Bank shall express the total currency recalculation fee in the payer's debiting account currency as the percentage margin compared to the most recent available reference foreign currency euro exchange rates issued by the European Central Bank, as current at the moment the payment order for cash withdrawals at ATMs or payments at points-of-sale was received.[22]
The Bank shall inform the User about the fee applying to the currency recalculation service as pursuant to the previous paragraph by means of online banking if the User has agreed the service or by e-mail to the User's address recorded in the Bank, or by an SMS sent to a mobile phone number the User has given to the Bank. For each card issued to the payer as the PSP and linked to the same account, the Bank shall send to the User an e-mail containing information about the total fee charged for the currency recalculation, without unnecessary delay and without fee charges, after it has received a payment order for an ATM cash withdrawal or for a payment at a point-of-sale which is expressed in any European Union currency different from the payer's debiting account currency.

[22] Approximation with the Regulation (EU) 2019/518 of the European Parliament and of the Council amending Regulation (EC) No 924/2009 as regards certain charges on cross-border payments in the Union and currency conversion charges (EU Regulation 924/2009)

Regardless of the notification by e-mail, the Bank shall send such notification once each month in which it has received a payment order expressed in the same currency from the payer as its PSP. The Bank shall offer to the Users the possibility to disable the option to receive e-mails containing information on the total fee for currency recalculation.
The information on the fee for currency recalculation sent by the Bank to the User after receiving an order to execute a transaction may differ in its nominal amount from the currency recalculation fee which would have been calculated at the moment the payer's account was actually debited, since the account debiting is carried out by applying exchange rates current at the actual moment the payer's account is debited, whereas for the purpose of notifying the User about the percentage margin as referred to in paragraph five of this Item, the fee for currency recalculation is calculated by applying the exchange rates valid at the moment the order for the transaction execution was received.
The information about the fees for currency recalculation services at an ATM or a point-of-sale is available at the Bank's web page www.pbz.hr and the Bank's Exchange rate list.

If the currency recalculation service is offered at an ATM, a point-of-sale or is offered by the payment recipient (the so-called dynamic currency conversion - DCC), the service provider offering such a service shall inform the User about all fees and the exchange rate which shall be applied when recalculating the currency prior to the payment transaction initiation. The Bank as the card issuer is not liable for the service, nor it has any effect on the exchange rate and/or fees such service provider offers, or on the compliance of such an offer with the current regulations.

When an amount is provisioned on a transaction account on basis of a payment transaction carried out by a card or a payment instrument issued on basis of a card in a foreign currency, the conversion of the original transaction currency to the local currency is performed by the Mastercard, i.e. Visa license owner according to the conversion rules and the exchange rate applied by the license owner at the moment the payment transaction data are sent for authentication by the Bank.
Mastercard and Visa card payment systems on the web pages www.mastercard.com and www.visaeurope.com offer information about indicative currency recalculation by applying card payment system conversion rules and exchange rates.
The Bank's exchange rate list is available at www.pbz.hr, in branch office and other distribution channels of the Bank.
While providing payment transactions services, the Bank exchanges currencies according to the exchange rates contained in the Banks exchange rate list or that of Mastercard and Visa on the exchange date, unless otherwise determined by these General terms and conditions or specific terms and conditions for a specific payment instrument.

3. Interest Rates

The Bank calculates an interest on the transaction account funds at an annual interest rate which is variable as pursuant the General terms and conditions of Privredna banka Zagreb d.d.
Transaction account interest rates may be:

- Passive and calculated on the balance
- Active and calculated on the utilized authorized EUR current account overdraft
- Penalty and calculated on an unauthorized overdraft.

Interest rates, both passive and active, which are calculated by the Bank on transaction account are determined and agreed as annual nominal rates and are rounded to two decimals in accordance with mathematical rounding rules.
With the view of the variability of the interest rate, the Bank shall agree with the clients the types of interest rates defined in Art. 10, Par. 10.1. of the General terms and conditions of Privredna banka Zagreb d.d. for providing services to natural persons
The Bank calculates interest in a manner and in the amount of interest rates determined by current annual nominal interest rates of the Bank for providing deposit services to natural persons – citizens.

The Bank calculates an interest at the interest rate which is fixed throughout the duration of one period of authorized overdraft utilization on the amount of the utilized authorized EUR current account overdraft. The Bank shall notify the User about the amount of the fixed interest rate valid in each calculation period of an authorized overdraft period in a manner determined in Item III.3.6.11. hereunder.
The Bank may grant an interest rate discount to clients who use the PBZ Indeks Plus package.
The Client's transaction account shall be approved, i.e., debited for the amount of the calculated interest, as pursuant to the frequency and the terms and conditions as determined by the agreement, the current annual nominal interest rates in providing deposit services to natural persons – citizens and the General terms and conditions of Privredna banka Zagreb d.d.
The interest calculation, formulas and interest calculation day calculation methods are conducted as pursuant to Art. 10, Par. 10.3. and 10.4. of the General terms and conditions of Privredna banka Zagreb d.d.
The interest is calculated daily, and the transaction account is approved, i.e., debited monthly, on the day the calculation period has expired, as follows:

- At the end of a calendar month – for the previous calculation period (on January 31, for January, on February 28/29 for February etc.)
- On the day the transaction account is closed.

The effective interest rate is calculated by applying the methodology defined by a by-law adopted by the Croatian National Bank determining the effective interest rate.
The Bank shall calculate and collect legal penalty interest on the amount of the transaction account unauthorized overdraft, which is variable in accordance with the regulations and is determined for each half year by increasing the reference interest rate by three percentage points, whereby for the first half-year the reference rate valid as of January 1 is applied, and for the second half-year the interest valid as of July 1 of the same year. The reference interest is the interest rate applied by the European Central Bank to their most recent main refinance operations or the border interest rate resulting from tenders for the variable interest for the most recent main refinance operation of the European Central Bank. The Croatian National Bank publishes the reference interest rate of the European Central Bank in force on January 1 and July 1 in Narodne novine [National Gazette].
The penalty interest is calculated by applying the simple interest calculation decoursively.

4. Fee Report

Regarding the provided services related to the payment account, at least one a year and free of charge, the Bank shall provide the User, or make available to them, a report on all fees and interest calculated, as agreed.
Regardless of the agreed method of the report provisioning, the Bank shall deliver the report on fees on paper to the User, at their request.

IX. AMENDMENTS TO THE FRAMEWORK AGREEMENT

The Bank shall notify the User about the proposed amendments to the framework agreement and/or special transaction account agreement and the General terms and conditions two months prior to the intended start of the amendment application, by delivering the proposed amendments to the framework agreement on paper, by e-mail or any other permanent data medium, as to enable the User to adopt the decision on the closing of the agreement and/or acceptance of the amendments to the framework agreement and/or special transaction account agreement and the General terms and conditions. If the User has agreed online banking [PBZ digital banking] as the notification method, the Bank shall additionally notify them to the recorded e-mail address or home address or by an SMS that the explained proposed amendments are available to them via the online banking [PBZ digital banking].

In the case described in the previous paragraph, the Payment Services User has the right to either accept or refuse amendments to the framework agreement and/special transaction account agreement and the General terms and conditions, prior to the proposed date of their coming into force.
If the User is not compliant with the proposed amendments, they may cancel the agreement without the cancellation period and without any fee charged, the cancellation taking effect on any date prior to the date of those amendments coming into force. The statement of cancellation must be delivered to the Bank by the User in written and to a Bank's branch office address, no later than one day prior to the day determined as the amendments coming into force date.
If the User has not delivered to the Bank the statement stating that they were not compliant with the amendments, it shall be understood that they have accepted the amendments. In case the User has refused the proposed amendments, the Bank may cancel the agreement.
If the amendments to the framework agreement refer to interest rate or exchange rate changes which result from reference interest rate or reference rate, the Payment Services User agrees that the Bank may implement such amendments immediately, without previous notification as referred in the paragraph above, provided that the method of interest rate calculation and the reference date and index, i.e. the basis for such interest rate or exchange rate to be determined has been agreed.
In the case described in the paragraph above hereunder, the amendments to the interest rate or exchange rate which are more favorable for the Payment Services User may be amended without the Payment Services User being notified thereof.

X. DURATION AND TERMINATION OF AGREEMENT

A framework agreement is closed for an indefinite time and is terminated by cancellation or termination.
Both the User and the Bank may mutually terminate the agreement effective immediately, at any time and in writing.
The Bank shall consider the following a request for mutual termination of a framework agreement, including individual auxiliary services agreements which constitute the framework agreement together with the transaction account agreement:

- The power of attorney for the transfer as referred to in Item III.2.1. of these General terms and conditions as received form the PSP of the recipient, if the User requested the account to be closed in it and provided authority to the Bank as the PSP of the transferring party to do so
- The request of the User as referred to in Item III.2.3., who would like to open or has already opened an account with a PSP in another member state, if the User requested the account to be closed in it and has authorized the Bank as the PSP of the transferring party to do so.

The closing of a transaction account and additional services with the date determined by the User, i.e. after the User has fulfilled all its liabilities from the framework agreement with the Bank, including the management of additional services which have not been listed in the transfer power of attorney as referred to in Item III.2.1., i.e. the request as referred to in Item III.2.3. hereunder, but are tied to the account subject to closing, and if they have returned disposal instruments, shall be understood as acceptance of the request for mutual termination of the User's framework agreement.
At any time and unilaterally, in written and to the Bank's branch office address, the User may cancel the agreement, with a one-month cancellation period.
The Bank may cancel the agreement closed for an indefinite time, with a cancellation period of 2 months. The Bank shall deliver the notification about the cancellation of the agreement to the User in a clear and understandable manner, on paper, to the most recent User's address recorded in the Bank. The cancellation period starts on the day the notification was dispatched.
The User agrees that the Bank may cancel a framework agreement and/or an individual agreement for the transaction account, as well as additional service tied to the transaction account agreement for the reasons of not exercising the right and the User's account(s) inactivity if the period of

unutilized right was longer than 18 months and the transaction account balance matched the amount determined by the Bank's Tariff.

The Bank may collect a fee from the User for the cancellation of a framework agreement as pursuant to the Bank's Tariff if the agreement had been in force for less than six months prior to the cancellation. Exempted from the aforementioned, if the User has not accepted amendments to a framework agreement as referred to in paragraph one of Par. IX. hereunder, the Bank shall charge no fee for such cancellation of a framework agreement.

The User agrees that the Bank may cancel the agreement in the following cases:

- If the User has breached the provisions of the transaction account agreement, individual additional service agreement or these General terms and conditions
- If the User has delivered to the Bank incorrect or untruthful personal data or other data necessary for correct and legal service provisioning at the closing of the transaction account agreement or individual additional service agreement
- If the User acted contrary to obligatory regulations, usual norms of conduct or morality or if they damaged the Bank's reputation when executing the agreement with the Bank
- In other cases, determined by the transaction account agreement, individual additional service agreement or the General terms and conditions of Privredna banka Zagreb d.d.

If the User has closed several transaction account agreements with the Bank, termination of one of the transaction account agreements does not terminate other agreements.

Termination of an individual additional service agreement does not result in the termination of the transaction account agreement.

Termination of the transaction account agreement is a condition for the cancellation of all agreements for additional services tied to the transaction agreement.

The User agrees that the Bank shall determine the procedure for the closing of the transaction account after the termination of the agreement. In case the agreement has been terminated, the User shall settle all transaction account liabilities in full to the Bank, as well as additional service agreement liabilities which were incurred prior to the termination of the framework agreement, i.e., individual transaction account agreement, and they agree to return the payment instruments. The funds contained on the transaction account which were not disposed of by the User after the termination of the agreement, i.e., during the cancellation period, shall be available to the User even after the termination of the agreement.

XI. OUT-OF-COURT AND COMPLAINT PROCEDURES, ALTERNATIVE DISPUTE SETTLEMENT AND NOTIFICATIONS TO CONSUMERS ABOUT THEIR RIGHTS

If the Payment Services User believed that the Bank did not adhere to the provisions of the framework agreement and/or individual transaction account agreement, the respective general terms and conditions or legal provisions regulating individual service or provisions providing for consumer protection, they may submit their complaint to the Bank. The complaint is made in written, in branch offices/outlets of the Bank or by mail to Privredna banka Zagreb d.d., Praćenje zadovoljstva klijenata i upravljanje prigovorima, Radnička cesta 44, 10000 Zagreb or by e-mail at pbz365@pbz.hr.

The Bank shall deliver to the User the final reply to all observations in the complaint, no later than ten days since the complaint was received, on paper or another permanent data carrier, if thus was agreed between the User and the Bank. By way of an exception, if the Bank cannot provide an answer within the said period, for reasons beyond the Bank's control, within the same period it shall provide the User with a temporary answer citing the reasons for the belated reply to the complaint and the deadline by which the User shall receive the final reply, which cannot be longer than thirty-five days since the day the complaint was received.

The User who believes that the Bank has acted contrary to the provisions of the framework agreement or that it has not fulfilled their legal obligations, may file a complaint with the Croatian National Bank.

In all disputes arising in relation to the application of provisions of the framework agreement and/or respective regulations, the User may initiate the procedure of alternative consumer disputes resolution.
The proposal for an alternative consumer dispute resolution may be filed with the Mediation Center of the Croatian Economic Chamber, Rooseveltov trg 2, e-mail: mirenje@hgk.hr (http://www.hgk.hr/centar-za-mirenje/o-centru-za-mirenje).
The Bank shall participate in the alternative dispute resolution procedure which was initiated by the consumer before the Mediation Center of the Croatian Economic Chamber, Zagreb, Rooseveltov trg 2.
If the Payment Services User believed that the Bank did not adhere to the Regulation (EC) No. 924/2009., Regulation (EU) No. 260/2012. or Regulation (EU) 2015/751, they may submit a complaint to the Bank in written and in person in a Bank's branch office, or by mail to the Bank's headquarters, to which complaint the Bank shall reply within ten days since the complaint was received, in paper, or, if thus agreed between the Bank and the user, on another permanent data carrier.
By way of an exception, if the Bank cannot provide an answer within the said period, for reasons beyond the Bank's control, within the same period it shall provide the User with a temporary answer citing the reasons for the belated reply to the complaint and the deadline by which the User shall receive the final reply, which cannot be longer than thirty-five days since the day the complaint was received.
In all disputes arising from the application of Regulation (EC) No. 924/2009, Regulation (EU) No. 260/2012 and/or the Act on the Implementation of EU Regulations Governing Payment Systems, the User has the right to instigate a procedure before any alternative consumer disputes resolution authority as listed by the Bank on its Internet page or in its branch office.
The Bank shall participate in the alternative dispute resolution procedure which was initiated by the consumer before the authority as referred to in the above paragraph.
In disputes with the Bank arising from the application of Regulation (EU) 2015/751 and/or the Act on the Implementation of EU Regulations Governing Payment Systems, the Payment Services User has the right to instigate a resolution procedure before the Mediation Center of the Croatian Economic Chamber or another independent mediation authority.
The right to file objections and complaints and instigate consumer dispute alternative resolution or settlement procedures do not affect the right of the Payment Services User to instigate court procedures.
The Payment Services User may file a complaint with the Croatian National Bank against the Bank if they believe that the Bank has acted contrary to the said Regulations and the Act on the Implementation of EU Regulations Governing Payment Systems.[23]

XII. TRANSITIONAL AND CLOSING PROVISIONS

- **SEPA DIRECT DEBITING**

After the payment recipient transferred from the direct debiting payment service to SEPA Direct Debiting, the Bank stopped the execution of payment orders initiated on basis of direct debiting consent by direct debiting and continued to carry them out by SEPA Direct Debiting according to the rules as referred to hereunder, as valid for SEPA Direct Debiting. Such orders, including the corresponding fees of Subitem 12.8. Item IV.12. hereunder, the Bank shall execute in a currency determined by the direct debiting consent as valid at the moment of transfer. If the payer did not inform the Bank about the identifier of the direct debiting consent which shall continue to be executed by SEPA Direct Debiting after the transfer, and which identifier was assigned by the payment recipient, thus disabling the Bank to connect the initiated SDD order with the respective direct debiting consent by which the debiting currency was determined, the Payer agrees that the

[23] Approximation of business activities with the Act on the Implementation of EU Regulations Governing Payment Systems (Narodne novine, No. 50/2016) and the Act on amendments to the Act on the Implementation of EU Regulations Governing Payment Systems (Narodne novine, No. 16/2020).

Bank shall carry out such an SDD order in accordance with the currency of the card issued with the debiting transaction account.

Amendments to the General terms and conditions shall apply to all framework agreements closed prior to the day of their coming into force. The amendments to these General terms and conditions as stated in Paragraphs II.2, III.3. referring to SEPA Direct Debiting and IV.12. refer to SDD consents provided after June 5, 2017 and to direct debiting consents which shall be executed by the SEPA Direct Debiting service after the transition, as described in the first paragraph of this item.
Direct debiting consents provided to the Bank by the payers after June 5, 2017, shall be managed as SDD consents, after the payment recipient has agreed the SEPA Direct Debiting service with their PSP and transferred from the direct debiting service to the SEPA Direct Debiting service.

- **PERSONAL DATA PROCESSING**

The Bank shall be authorized to process the Payment Services User's personal data for the purpose of preventing, exploring and revealing frauds related to payments. The Bank has been processing personal data and provides information on such processing to the Payment Services User and also provides personal data to third parties in accordance with the payment transaction and personal data protection regulations.
The User shall notify the Bank, immediately and in writing, on any changes to their personal data, authorized persons' data and other data related to the transaction account or an individual additional service, if the transaction account agreement or individual additional service agreement did not stipulate a different period. The Bank shall not be held liable for the damage the User, or a third party could incur because of the breach of this provision.

- **OTHER TERMS AND CONDITIONS**

The provisions of these General terms and conditions apply to all agreements for utilization of retail current account service packages (Retired persons package, Silver and Gold package) which were closed between the User and the merged company Međimurska banka d.d. before November 30, 2012, provided that as of December 1, 2012 the possibility to further agree or amend retail current account packages agreed before that with Međimurska banka d.d. no longer exists.
The General terms and conditions for use of retail current account service packages of September 19, 2019 adopted by Međimurska banka d.d. prior to the status changed by merger with the Bank no longer apply after December 1, 2012, and to all rights and obligations between the Bank and the package user individual package agreements and these General terms and conditions, as well as the Bank's Tariff shall apply. If the User, or the Bank cancelled the package use, or if the functionality was terminated for another reason, the individual price as pursuant to the Bank's Tariff shall apply to individual services contained by the package.

- **TRANSITION FROM TACIT OVERDRAFTS TO AUTHORIZED OVERDRAFTS IN THE TRANSITIONAL PERIOD JUNE 19, 2023 – JUNE 30, 2024**

Amendments to the General terms and conditions of April 19, 2023, were adopted to introduce authorized overdrafts to the Bank's offer as of June 19, 2023, and to discontinue new tacit overdraft granting.
No later than by June 30, 2023, the Bank shall deliver to the tacit overdraft users an offer to fully transition from the current tacit overdraft to an authorized overdraft, inviting them to close the authorized overdraft agreement. The Bank shall deliver the offer to the User in a way agreed for the delivery of the monthly EUR current account balance statement. If the User agreed the Bank's branch office as the method of notification about the transactions and the account balance, the Bank shall send the aforementioned offer in writing, to the most recent address reported in the data delivered to the Bank.
If the User did not accept the Bank's offer to transfer to the authorized overdraft and close the authorized overdraft agreement before June 30, 2024, or the User did not contact the Bank before that date regarding the delivered offer, the Bank shall terminate the overdraft for the User as of July

1, 2024. In that case, the Bank shall notify the User to their most recent recorded address about the intended overdraft termination, at least 30 days before the day the tacit overdraft was effectively terminated.

Prior to the effective termination of the tacit overdraft the User may settle the liability as one-off payment or regulate installment repayment with the Bank in accordance with the notification from the paragraph above.

If the User did not act in a manner described above, the Bank shall reduce or terminate the authorized overdraft and without their request to do so and without any additional cost, it shall enable installment repayment in 12 monthly installments, by applying the authorized overdraft interest rate, i.e. the interest rate which used to be applied to tacit overdrafts if it was lower, as pursuant to the notification about the terms and conditions and maturity deadlines of the reduced or terminated authorized overdraft amount, which shall be delivered to the User to the most recently recorded address of the User.

The User has the right to repay their liabilities entirely and early at any time.

If the User did not settle liabilities as pursuant the notification about the terms and conditions and maturity deadlines of installment repayment of a reduced or terminated authorized overdraft amount, the Bank may make the entire debt amount due and take collection measures.

If the User was granted card installment repayment and if they did not accept the Bank's offer to transfer to an authroized overdraft before June 30, 2024 and did not close the authorized overdraft agreement, or did not contact the Bank regarding the delivered offer before the aforementioned date, the Bank shall terminate further possibility to use the card installment repayment for the User as of July 1, 2024.

If the User utilized card installment repayment, the amounts of the materialized card installment repayment shall continue to mature regularly.

These General terms and conditions are available on the Bank's Internet page at www.pbz.hr and in all branch offices of the Bank and constitute the General terms and conditions of Privredna banka Zagreb d.d.

By signing a specific transaction account, the User confirms that they have been made familiar with these General terms and conditions, that they were provided sufficient time to make themselves familiar with the contents and that they are fully compliant with them.
Croatian language and Latin scrip shall be used for establishing contractual relations and the communication between the Bank and the Payment Services User, prior to and during the contractual relationship, unless the Bank and the User have agreed otherwise.

During the term of the framework agreement, the Payment Services User shall have the right to request a copy of their agreement and the General terms and conditions referring to the concrete contractual relationship, on paper or other permanent data carrier.
These General terms and conditions have been drafted in accordance with positive Croatian regulations which apply to their interpretation as well.

Any possible disputes between the Bank and the User which might result from mutual agreements and these General terms and conditions shall be resolved under the Croatian law. In case of a dispute the parties recognize the competence of the court according to the Bank's seat.

The consolidated text of these General terms and conditions has been published in the Bank's branch offices and on the Internet page www.pbz.hr , and the preamble of these General terms and conditions indicate the time of their coming into force, as amended.

In Zagreb, November 15, 2024

Privredna banka Zagreb d.d.