

GENERAL TERMS AND CONDITIONS FOR USING THE DH DENARNIK MOBILE WALLET

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Introductory Provisions

Article 1

The present General Terms and Conditions are issued by Delavska hranilnica d.d. Ljubljana, Miklošičeva cesta 5, 1000 Ljubljana, registered with the District Court in Ljubljana under application No: 11052900, transaction account SI 56 0100 0000 6100 025, BIC code HDELSI22, registration number 5448557, tax number: 47523638, VAT identification number SI47523638, web address: <http://www.delavska-hranilnica.si>, e-mail address: info@delavska-hranilnica.si (hereinafter referred to as the **Savings Bank**).

Delavska hranilnica d.d. Ljubljana is authorized by the Bank of Slovenia to provide payment services. The Bank of Slovenia is the competent authority for the supervision of payment services in the Republic of Slovenia.

Article 2

The present General Terms and Conditions regulate the use of the DH Denarnik mobile wallet and the rights and obligations of the User and the Savings Bank. By using the DH Denarnik mobile wallet the User declares that he has read, understood, and agrees to be bound by all of these General Terms and Conditions, the Licence Agreement and the Privacy policy.

Definition of Terms

Article 3

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

Activation Code is a one-time password received by the User via SMS to its Mobile Device, which allows it to register the DH Denarnik mobile wallet;

Alias is an identification data for making Flik payments and is connected to the transaction account of the User for the purpose of its identification; usually, Alias is the mobile number and/or the e-mail address of the User that was securely communicated to the Savings Bank and activated in the Flik Directory by the User for the purpose of making payments via the Denarnik mobile wallet or in any other manner;

Contactless NFC Transaction is the transaction in which the Card User or the Flik User places a mobile device in the proximity of POS terminal; such transaction is possible only if POS terminal enables contactless transactions and is designated for accepting card payments and/or Flik payments;

QR transaction is the transaction where the Flik user brings the Mobile Device close to POS terminal or other corresponding device and scans the displayed QR code; such transaction is enabled if the POS is designated for accepting Flik payments;

Flik is a service used for sending and accepting instant payments by means of DH Denarnik mobile wallet;

Flik Directory is a solution used for identifying the transaction account of the Payee on the basis of Alias for the purpose of performing a Flik payment;

Point of Sale is a provider of goods or services, which accepts Maestro and/or Mastercard cards and/or Flik payments;

PIN is personal identification number of the Card used by the User/Card User to confirm the payment transaction at the Point of Sale,

Password is a personal identification number set by the User, by means of which the User identifies itself when logging into the DH Denarnik mobile wallet;

General Terms and Conditions are the General Terms and Conditions for using the DH Denarnik mobile wallet applicable from time to time;

The User is a natural person using the DH Denarnik mobile wallet;

The Card User is a person to whom a Card has been issued by the Savings Bank;

The Flik User is a person using Flik;

Card is a payment instrument issued to a Card User by the Savings Bank, allowing payments to be made in the DH Denarnik mobile wallet; the Card may be Maestro or Mastercard card;

Default Payment Method is the method of payment set as the primary payment method for executing NFC payment transaction at the Point of Sale in the DH Denarnik mobile wallet, unless the User stipulates otherwise prior to such transaction; default payment method can be a card or Flik;

Licence Agreement is the agreement on the use of the mobile wallet licence; its content is binding for the User, who agrees to it in its entirety by accepting these General Terms and Conditions; the Licence Agreement is accessible and available on the website <https://www.delavska-hranilnica.si>;

DH Denarnik Service is a payment service or any other service that the Savings Bank provides via the DH Denarnik mobile wallet;

NFC (Near Field Communication) technology is a technology that enables the exchange of data between a Mobile Device and a POS terminal without a direct contact;

QR code (quick response code) is a two-dimensional bar code enabling exchange of data between the Mobile Device and the POS terminal or any other corresponding device, whereby the User scans the displayed QR code;

Mobile Device is a mobile phone or a tablet with advanced functionalities and appropriate version of operating system which enables installation and use of the DH Denarnik mobile wallet;

Flik Payment is a credit payment available 24/7, with immediate or almost immediate inter-bank clearing and crediting of the Payee's account as well as forwarding the confirmation to the Payer;

Tariff is the Savings Bank tariff applicable from time to time that stipulates the type, value and payment method of fees related to the use of the DH Denarnik mobile wallet;

Transaction Account is a payment account opened and maintained by the Savings Bank for the User for the purpose of effecting payment transactions in domestic currency and for other purposes related to provision of banking services;

POS terminal is a device intended for providing card payments and/or Flik payments at the Points of Sale, including ATMs, provided that they support the use of the NFC technology related to effecting card payments and/or Flik payments;

PAN is the card number, which, in the case of the Maestro card, is written on the back of the card and, in case of the Mastercard card, on the front of the card,

The DH Denarnik mobile wallet is the Savings Bank's application available in the Google Play and Apple App Store, installed in the Mobile Device by the User;

Security Elements are passwords and other security elements (e.g. fingerprint) intended for accessing the mobile device and activation of the DH Denarnik mobile wallet.

Installation and Registration of the DH Denarnik Mobile Wallet **Article 4**

In order to make use of the DH Denarnik mobile wallet, the User requires a Mobile Device with an appropriate Android operating system and NFC capability or an appropriate iOS operating system.

Article 5

The User installs the DH Denarnik mobile wallet by downloading it from Google Play or Apple App Store, when published in the stores and available to download, to the Mobile Device and performing its registration.

Article 6

The User registers the DH Denarnik mobile wallet, taking the following steps:

- by accepting the General Terms and Conditions, the Licence Agreement and the privacy policy,
- by entering the User's tax number and the last 6 digits of one of the Maestro or Mastercard cards (PAN number) issued to the User by the Savings Bank,
- the mobile phone number maintained by the Savings Bank as the User's phone number is displayed to the User in the DH Denarnik mobile wallet; if the displayed mobile phone number is not the User's phone number maintained by the Savings Bank, the User is not able to complete the registration procedure without informing the Savings Bank of the correct mobile phone number,
- the User receives the Activation Code on the displayed mobile phone number via SMS; to activate the DH Denarnik mobile wallet the Activation Code must be entered by the User,

- the User sets the Password for the DH Denarnik mobile wallet that is used for identification at each logging into the mobile wallet; the User can change the Password for the mobile wallet at any time; in order to log into the mobile wallet, the User can also set a biometric identification, provided the Mobile Device supports such functionality and mobile wallet supports selected biometric identification element.

Registration of the DH Denarnik mobile wallet is only possible if the User has enabled one of the methods of locking the Mobile Device with a Security Element which prevents third parties from using the Mobile Device. The User can only use the DH Denarnik service if the Security Element for accessing the Mobile Device is set and activated at the moment of using the DH Denarnik service.

Activation of Cards and use of the mobile wallet for payment using the Card **Article 7**

Contactless NFC payments using the Cards can only be performed on Mobile Devices which are equipped with appropriate Android operating system and support NFC technology. The use of DH Denarnik mobile wallet for card payments is only possible when function NFC on the Mobile Device is activated.

The functionality of activating the Cards and contactless NFC payments using the Cards is not supported on the Mobile Devices with iOS operating system.

Article 8

Following successful registration of the DH Denarnik mobile wallet, the User is shown all Cards that the Savings Bank has issued in the User's name and can be activated in the DH Denarnik mobile wallet. The User must activate the Cards that are to be used for payments with the DH Denarnik mobile wallet, whereby one or several cards can be selected; the User can specify one of the cards as the Default Payment Method; in case the User fails to specify any card as the default payment method, the card that is activated first in the DH Denarnik mobile wallet shall serve as the default payment method.

Article 9

The DH Denarnik mobile wallet provides the following ways to execute a contactless NFC payment transaction using the Card at the Point of Sale which accepts card payments:

- if the User merely unlocks the Mobile Device and places it in the proximity of the POS terminal, a default payment method shall be used for the payment transaction; such default payment method must be a card,
- if the User logs into the DH Denarnik mobile wallet and selects one of the cards activated in the DH Denarnik mobile wallet for execution of payment transaction, the selected card shall be used for executing the payment transaction.

The User executes the payment transaction by placing the Mobile Device in the proximity of the POS terminal.

Execution of Contactless NFC Transactions using the Card does not depend upon the selection of mobile operator. The device, however, must have internet connection. Without internet connection, the User can perform a maximum of 10 consecutive payment transactions using the card.

Activation of Flik and use of the mobile wallet for Flik Payments **Article 10**

Following successful registration of the DH Denarnik mobile wallet, Flik is made available to the User, whereby the procedure of activation of Flik should be concluded first. The User concludes activation of Flik by registering (activating and/or enabling) at least one proposed Alias and thereby connects the Alias to its transaction account. The proposed Alias can only be amended by informing the Savings

Bank of such change in an appropriate and secure manner. The User can set Flik as a Default Payment Method.

Article 11

Within the Flik payments system, the DH Denarnik mobile wallet enables the following payment transactions:

- payments at a point of sale which accepts Flik payments by means of a contactless NFC payment,
- payments at a point of sale which accepts Flik payments by scanning QR code,
- sending the payment to payee which has Alias registered in Flik Directory.

In addition to the above, the DH Denarnik mobile wallet provides also:

- sending requests for payment to the recipient with a registered Alias in Flik Directory,
- accepting the payments, provided the User has Alias registered in Flik Directory,
- accepting requests for payment, provided the User has Alias registered in Flik Directory.

Article 12

The DH Denarnik mobile wallet enables the following ways of contactless NFC payment transactions with Flik at the point of sale:

- if the User merely unlocks the Mobile Device and places it in the proximity of the POS terminal, a default payment method shall be used for the payment transaction; such default payment method must be Flik,
- if the User logs into the DH Denarnik mobile wallet and selects Flik for execution of payment transaction, Flik shall be used for execution of payment transaction.

The User performs the payment transaction using Flik by placing the Mobile Device in the proximity of the POS terminal.

Contactless NFC payments using Flik can only be performed on Mobile Devices which are equipped with appropriate Android operating system and support NFC technology. The use of DH Denarnik mobile wallet for Flik payments is only possible when function NFC on the Mobile Device is activated.

The functionality of contactless NFC payments using Flik is not supported on the Mobile Devices with iOS operating system.

Article 13

The DH Denarnik mobile wallet enables execution of payment transaction using Flik at the sales point which accepts Flik payments, by scanning QR code, whereby:

- the User logs in to the DH Denarnik mobile wallet, selects Flik for execution of payment transaction and, if necessary, continues to scan QR code.

The payment transaction by using Flik and scanning the QR code is executed by bringing the Mobile Device in the proximity of the POS terminal or the Mobile Device of the point of sale where QR code is displayed, and by scanning the displayed code.

Article 14

The DH Denarnik mobile wallet enables execution of payment transaction, namely Flik payment in favour of the recipient, whereby such recipient must have Alias registered in the Flik Directory.

Article 15

The DH Denarnik mobile wallet among its services offers also:

- monitoring of received and sent Flik payments with checking the status of transactions executed with DH Denarnik mobile wallet,
- registering and deregistering the User's Alias in the Flik Directory.

Use of Other Services of DH Denarnik Article 16

The DH Denarnik mobile wallet may be used for other DH Denarnik Services that are available in the mobile wallet. The Savings Bank may add or discontinue any other service of DH Denarnik which does not represent a payment service immediately and inform the User of the same through the mobile wallet or in any other appropriate manner.

Security of the DH Denarnik Mobile Wallet and Mobile Device Article 17

The User undertakes:

- to safeguard the Mobile Device and its Security Elements, to handle it with the due diligence so as to prevent theft, loss or misuse, and not to allow it to be used by third parties; the User is responsible for any damage caused as a result of third parties using its Mobile Device or Security Elements or Password,
- to secure access to its Mobile Device with Security Elements and to not leave a Mobile Device with registered DH Denarnik mobile wallet unsupervised,
- in case of activation of a biometric element for logging into the DH Denarnik mobile wallet, to keep only its own biometric data in the Mobile Device,
- after ceasing to use the Mobile Device with DH Denarnik mobile wallet installed, to uninstall the DH Denarnik mobile wallet from such Mobile Device and to cancel the DH Denarnik mobile wallet services,
- not to use or install any program codes, malware or anything that could disrupt, disable or harm the DH Denarnik mobile wallet or the communication network on the Mobile Device; should the User cause damage with their actions, they shall assume full responsibility to the Savings Bank as well as the mobile operator,
- to inform, immediately and without delay, the Savings Bank of any unauthorised use, suspicion of unauthorised use or possibility of unauthorised use of the Mobile Device (eg. if a third person has in any way discovered the Security Elements that could be used by them), theft or loss of the Mobile Device, and in such case to request that the DH Denarnik mobile wallet be blocked,
- to inform the Savings Bank of any change in mobile phone number or e-mail address at a branch or by any other means which the Savings Bank allows for the submission of data and identification,
- to monitor the notices in the Google Play and Apple App Store on the Mobile Device and to download new versions of the DH Denarnik mobile wallet; the User permits the Savings Bank to automatically update the DH Denarnik mobile wallet on the User's Mobile Device in case of an urgent security update or major upgrade,
- to monitor, on a regular basis, the Savings Bank's notifications related to the use of the DH Denarnik service via the DH Denarnik mobile wallet or the Savings Bank's website,
- inform the Savings Bank of any irregularities in connection with the performance of DH Denarnik mobile wallet,
- when using the DH Denarnik mobile wallet, to connect with trustworthy wireless networks only,
- to install mobile applications on the Mobile Device from trustworthy locations only (e.g. Google Play, Apple App Store),
- not to share data concerning its DH Denarnik mobile wallet with other users,
- to assume full responsibility for all transactions transmitted over the DH Denarnik mobile wallet or Flik services, also for any erroneously remitted amounts or transfer of funds into wrong accounts and/or Aliases, provided they exist, and such remittances and transfers have been made at the request of the User,
- to use the DH Denarnik mobile wallet in accordance with these General Terms and Conditions and the general terms and conditions of which these General Terms and Conditions are a constituent part,
- to observe the Licence Agreement for mobile wallet, in particular the terms about the download, installation and use of the DH Denarnik mobile wallet.

Blocking of the DH Denarnik Mobile Wallet and DH Denarnik Services

Article 18

The Savings Bank shall be entitled to prevent the User's access to the DH Denarnik mobile wallet if:

- there is any suspicion whatsoever of unauthorised access to the DH Denarnik mobile wallet,
- the User's Mobile Device had been lost or stolen,
- the User fails to download the new version of the DH Denarnik mobile wallet, when available,
- the User violates these General Terms and Conditions or the general terms and conditions applicable to individual card, or any other general terms and conditions related to its transaction account,
- the Savings Bank no longer provides the DH Denarnik Service,
- if the Contract on transaction account management expires,
- in the event of death or dissolution of the User,
- in all other cases where the Savings Bank so decides, in particular when the User abuses its rights relating to the services, thus causing damage to the Savings Bank.

The User does not stop using the DH Denarnik service by removing the DH Denarnik mobile wallet from the User's Mobile Device. Official termination of the usage of DH Denarnik service can be made in the Savings Bank's branches, the call centre of Bankart at the telephone number + 386 (0) 1 58 34 183 or via the DH Denarnik mobile wallet.

Contacts in Case of Loss, Theft or Misuse Article 19

The User of the DH Denarnik mobile wallet undertakes to immediately report any loss, theft or misuse of a Mobile Device on which DH Denarnik is installed, for the purpose of disabling the DH Denarnik mobile wallet:

- by calling the 24-hour helpline on +386 1 58 34 183, or
- at the nearest Savings Banks's branch.

The User who loses a Mobile Device with DH Denarnik mobile wallet installed and cards activated, or has had such Mobile Device stolen, can continue to pay with physical form of the card. If the User loses the physical card that was blocked as a consequence, the Card activated in the DH Denarnik mobile wallet ceases to operate after its blocking.

Fees Article 20

The Savings Bank shall charge the User all costs and fees related to the use of the DH Denarnik mobile wallet and the DH Denarnik services, in line with the Tariff applicable at the time and the General Terms and Conditions. The User authorizes the Savings Bank and permits the same to charge any costs to its transaction account. The Savings Bank is entitled to act in that manner even when there are insufficient funds available in the transaction account.

Using the DH Denarnik mobile wallet may incur charges for mobile data transmission.

Savings Bank Obligations and Disclaimer Article 21

The Savings Bank undertakes to:

- perform its obligations in accordance with these General Terms and Conditions,
- execute payment transactions initiated within the DH Denarnik mobile wallet in accordance with the general terms and conditions applicable to a particular type of payment transaction,
- record the procedures at using the DH Denarnik mobile wallet by the User (such as time of registration of the mobile wallet, date and time of transfer of payment transactions) and to provide for suitable retention of such records in accordance with the applicable law,
- inform the User of any change of or amendment to these General Terms and Conditions and the Tariff in accordance with the General Terms and Conditions,

- communicate to the User any new features in the DH Denarnik mobile wallet.

Article 22

The Savings Bank will endeavour to make DH Denarnik Service available at all times, although it is possible that quality of service or access to the service might sometimes be partly or fully disrupted due to factors outside its control; the functioning of the system may also be disrupted or interrupted from time to time when the system supporting the DH Denarnik mobile wallet requires maintenance or upgrades.

The Savings Bank shall not be held liable for disruptions and failures in the telecommunications network, for faults occurring in the transmission of data along telecommunications networks, or for an inability to access the DH Denarnik mobile wallet for reasons that are independent of the Savings Bank (or during maintenance, upgrades or other vital work on the system) or for failures due to force majeure or for reasons beyond its reasonable control.

Personal Data Protection

Article 23

The Savings Bank shall process and retain all data concerning the User and data on its operations in accordance with the applicable law. Detailed information on the Savings Bank treatment of personal data and rights of the User are available at <https://www.delavska-hranilnica.si/o-hranilnici/predstavitev/varstvo-osebni-podatkov> and in the document General Information on Personal Data Protection.

Final Provisions

Article 24

For the purpose of using the DH Denarnik mobile wallet, these General Terms and Conditions are a constituent part of:

- general terms and conditions for managing a transaction account and providing payment services for consumers,
- general terms and conditions for the use of Mastercard card for natural persons,
- general terms and conditions for providing payment services through a business account,
- general terms and conditions for the use of Mastercard business card.

Article 25

The Savings Bank may change these General Terms and Conditions at any time and publish the updated version on its website and in the DH Denarnik mobile wallet. The User shall accept the change in the general terms in the application prior the use or with continuation use of the DH Denarnik mobile wallet.

The Savings Bank shall be entitled to disable the use of the DH Denarnik mobile wallet if the User fails to confirm the amended General Terms and Conditions in the DH Denarnik mobile wallet.

These General Terms and Conditions shall apply as of 27 May 2020. These General Terms and Conditions, the Licence Agreement and the privacy policy shall be available to users in the Savings Banks's branches, on the Savings Bank's website and in the DH Denarnik mobile wallet.