

# **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](mailto: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:

**Alias or Contact detail** 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, **whereby the exchange of data between the mobile device and the POS terminal takes place via NFC communication**; 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 or Contact detail 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 payment method 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;

**The Rekono user account** (also Rekono or e-identity Rekono) serves as an electronic user identification and represents a solution for reliable and secure verification and central management of the user's electronic identity, with which the user can register the DH Wallet mobile wallet; the Rekono user account is provided by Rekono d.o.o. in accordance with its General Terms of use of the Rekono services,

**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 the execution of contactless NFC card payments and/or Flik payments or displaying a QR code in connection with the execution of Flik payments based on QR code scanning;

**Flik POS** is a mobile application that is installed on the mobile device of the point of sale and is intended to display a QR code for the purpose of making Flik payments at points of sale;

**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 for registration, accessing the DH Denarnik mobile wallet and confirming payments within the 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 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:

- the user accepts the General Terms and Conditions, the Licence Agreement and the privacy policy,

- the user identifies himself by entering the data of his Rekono user account with sufficient level of trust, and performs additional confirmation with second authentication factor available to him during the process; in case the user is using his Rekono user account for the registration of the mobile wallet DH Denarnik for the first time, the last 6 digits of the payment card issued by the Savings Bank and PIN of the card may be requested during the process,
- 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.

If the User does not have a Rekono user account (Rekono e-identity) yet or does not have the Rekono user account with required level of trust, the User can create it or upgrade it in the process of registration of the mobile wallet. Instructions for creating a Rekono user account are available in the Instructions for creating a Rekono user account, which are published on the Savings Bank web page.

In case of change of Mobile Device or forgotten password, or whenever a new registration procedure is required to use the mobile wallet **or at login procedure**, the Savings Bank may request that the registration process **or login** is carried out with a Rekono user account, as described in the previous paragraphs. The same may be requested by the Savings Bank in cases where the User has not entered into the mobile wallet DH Denarnik for a certain period of time.

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 for payment purpose 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:

- the User merely unlocks the Mobile Device and places it in the proximity of the POS terminal, whereby a default payment method shall be used for the payment transaction; such default payment method must be a card,
- 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.

#### **Article 10**

The DH Denarnik mobile wallet also enables the confirmation of online card payments, whereby the user, after entering the card data and confirming the payment at the online point of sale, receives a payment confirmation request in the DH Denarnik mobile wallet, where he checks and confirms the online card payment. For this functionality, the DH Denarnik mobile wallet must be set as the primary channel for confirming online card payments.

#### **Article 11**

For card payments and confirmation of online card payments 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 the use of prepaid Mastercard card, General terms and conditions for providing payment services through a business account, General terms and conditions for the use of Mastercard business card are used.

### **Activation of Flik and use of the mobile wallet for Flik Payments**

#### **Article 12**

Following successful registration of the DH Denarnik mobile wallet, Flik is made available to the User, who has a personal transaction account with the Savings Bank, whereby the procedure of activation of Flik should be completed first. The User completes 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 or set if no proposed alias is available in the DH Denarnik by informing the Savings Bank of such change in an appropriate and secure manner. The User can set Flik as a Default NFC Payment Method (if the functionality of the Mobile Device is available)

#### **Article 13**

Within the Flik payments system, unless otherwise stipulated by these conditions, 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,
- online payments at an online point of sale which accepts Flik payments,
- 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 14**

The DH Denarnik mobile wallet, unless otherwise stipulated by these conditions, enables the following ways of contactless NFC payment transactions with Flik at the point of sale:

- the User merely unlocks the Mobile Device and places it in the proximity of the POS terminal, whereby a default payment method shall be used for the payment transaction; such default payment method must be Flik,
- 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 15**

The DH Denarnik mobile wallet enables execution of payment transaction using Flik at the points of sale 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 continues with scanning 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 with Flik POS where QR code is displayed, and by scanning the displayed code.

#### **Article 16**

The DH Denarnik mobile wallet allows online payment transactions using Flik payment at the online point of sale which accepts Flik payments, whereby:

- the User enters his alias at the online point of sale and checks and confirms the online payment in the DH Wallet mobile wallet when he receives the request for payment from the online point of sale.

#### **Article 17**

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 18**

For Flik payments General terms and conditions for managing a transaction account and providing payment services for consumers are used.

### **Use of Other Services of DH Denarnik**

#### **Article 19**

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.

#### **Article 20**

The DH Denarnik mobile wallet may be used for other DH Denarnik Services that are available in the mobile wallet such as management of virtual payment cards and the review of payment cards details, added to the DH Denarnik 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 21**

The User undertakes:

- that he will carefully and with the utmost responsibility protect all security elements, especially details about the Rekono user account, i.e. username and password and authentication elements (SMS passwords), as well as data or passwords for accessing the mobile wallet,
- 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 22**

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 just 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 in a way that he deletes user in the settings and all user data.**

### **Contacts in Case of Loss, Theft or Misuse Article 23**

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
- **by calling Contact center on +386 1 30 00 200 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 24**

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 25**

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 26**

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 27**

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 defined with the Privacy Policy and with the document General Information on Personal Data Protection available at <https://www.delavska-hranilnica.si/o-hranilnici/predstavitev/varstvo-osebni-podatkov>.

### **Final Provisions Article 28**

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 the use of prepaid Mastercard card,**
- general terms and conditions for providing payment services through a business account,
- general terms and conditions for the use of Mastercard business card.

### **Article 29**

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 of which it will inform the User. The User accepts the change in the general terms 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 when requested by the Savings Bank.

These General Terms and Conditions shall apply as of 24<sup>th</sup> August 2022. The License Agreement and the Privacy Policy are an integral part of these terms. 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.