

# General Terms and Conditions for Use of WebGOTOVINA ("WebCASH") Application



## 1. General Provisions and Definition of Terms

e-GOTOVINA ("e-CASH"): Computer-supported system facilitating the automation of administrative support in cash operations between the Bank and the User by means of e-services under the GS1 system of standards.

WebGOTOVINA ("WebCASH"): Web application that allows Bank clients to order and deposit cash without the User having to integrate the application into its back office information system.

BANK: OTP banka d. d., Slovenska cesta 58, 1000 Ljubljana, Slovenia, SWIFT code KBMASI2X, [www.otpbanka.si](http://www.otpbanka.si), [info@otpbanka.si](mailto:info@otpbanka.si), registered with the District Court of Ljubljana, registration Nr.: 5860580, VAT taxable entity ID Nr.: SI 94314527.

- USER: Legal entity using e-Gotovina services.
- CASH DEPOSIT (DISCHARGE): Cash operations process in which the User discharges daily cash overages in physical form to the Bank.
- CASH ORDER (ALLOCATION): Cash operations process in which the User orders cash from the Bank that it requires for its business.
- GLN: Global Location Number used for the identification of legal entities, their organizational structure and their locations.

## 2. Introductory Provisions

By these General Terms and Conditions for the Use of WebGOTOVINA ("WebCASH") application ('these Terms and Conditions') the Bank specifies the terms, conditions and method of using the WebGOTOVINA application and the rights and obligations of the Bank and the User.

These Terms and Conditions are addressed to the User.

The Bank shall have no liability for any breach of authorities within the User – corporate entity, nor for any conduct that contravenes any restrictions or limitations.

## 3. Authorization of Use of WebGOTOVINA application

The use of the WebGOTOVINA application can be applied for by a User who entered into an E-Cash Operations Agreement with the Bank ('the Agreement').

The Bank shall have full discretion to decide on the authorization of use of the WebGOTOVINA application. The Bank deserves the right to deny authorization without having to provide clarification.

### 3.1. Procedures for the authorization of use of WebGOTOVINA application

The User needs to submit a fully completed and signed application form and any powers of attorney to OTP banka d. d., by filling in the form Application for concluding a Cash Management Agreement and authorization to perform cash transactions. The Bank will notify the User of its decision in

writing within 30 days of the User submitting complete documentation.

The User may authorize one or more natural persons by way of a written power of attorney to carry out services available in the WebGOTOVINA application.

The power of attorney shall remain in effect until revoked or for the period of time for which it was granted.

The Bank will consider any revocation of power of attorney only if delivered by the User in writing, whereby it shall be understood that the revocation takes effect on the next business day after receipt of the revocation notice. Any costs associated therewith are borne by the User.

### 3.2. Elements required to use the WebGOTOVINA application

For proper use of the WebGOTOVINA application the User must have available appropriate equipment.

The use of the WebGOTOVINA application requires a GLN and qualified digital certificate. For the use of the WebGOTOVINA application the Bank allows the use of qualified digital certificates issued by the following issuers of qualified digital certificates:

- SIGEN-CA
- POŠTA®CA
- Halcom CA

## 4. User's Rights and Obligations

The User undertakes to follow and comply in its operations with these General Terms and Conditions, any other instructions delivered to the User by the Bank or published on the Bank's website, and applicable laws and regulations.

The User undertakes to duly safeguard its password and not disclose or transmit it to an unauthorized party. In case of failure by the User to duly protect its password, the User shall have full liability for any and all damage incurred by any abuse that is the result of failure to comply with instructions and regulations.

The User further undertakes to report to the Bank in writing any loss or theft of password immediately after taking knowledge of the theft or loss. The User shall report the theft or loss to the administrator of the WebGOTOVINA application by telephone at (02) 229 29 74 and by email at [narocilaGD@otpbanka.si](mailto:narocilaGD@otpbanka.si). The Bank shall have no liability for financial or any other loss incurred in the period until blocking the access to the WebGOTOVINA application due to theft, damage or loss of password or due to any other irregularities. The cost of issuing a new password to replace a lost, stolen or damaged password shall be borne by the User. The cost of a new password is set out in the applicable OTP banka Corporate Banking Fee Schedule and applicable OTP banka Sole Trader and Private Individual Banking Fee Schedule.

The User further undertakes to immediately report to the Bank in writing any error or irregularity that may be the result of malfunctions or suspected abuse of making orders via the WebGOTOVINA application

The User and persons authorized by it shall have the duty of protection and proper use of the WebGOTOVINA application. The User is obligated to immediately report any service disruptions (by telephone or email) in the manner agreed on or set forth in the Bank's instructions.

## 5. Bank's Rights and Obligations

The Bank undertakes to execute cash orders in accordance with these Terms and Conditions, regulations governing banking operations and the Agreement.

The Bank will only execute orders for which the User provided correct and complete data in the WebGOTOVINA application. Each respective order will be executed only if:

- Balances are credited to the Bank's account by 13.00 1 day prior to the execution of the order and the account balance at the time when the balances are credited is positive or within the available overdraft balance;
- Executing the payment will not lead to unauthorized negative account balance;
- The payment complies with applicable legislation.

The order will be executed on the day specified by the User. The Bank will credit the balance of each cash deposit order to the designated account of the client in accordance with the Agreement. The Bank shall not be liable for any disturbances or interruptions in telecommunication networks, data errors and corruptions that occur in the transfer of data via telecommunication networks or any denial of access (due to any cause) to the WebGOTOVINA application. The Bank shall also not be liable for any errors resulting from malfunctions of the User's computer system.

The Bank shall not be liable for damage incurred by the User's improper conduct or by the User logging incorrect data into the WebGOTOVINA application.

The liability of the Bank for potential damages is limited to ordinary damages. The Bank shall not be liable for any loss of earnings or non-pecuniary damage.

## 6. Fees

Fees charged for the use of the application are listed in the applicable OTP banka Corporate Banking Fee Schedule and applicable OTP banka Sole Trader and Private Individual Banking Fee Schedule.

## 7. Complaints

The User shall have the right to file complaints against executed cash orders (withdrawals and deposits) either in writing or by email immediately after determining an irregularity, but in any case no later than within ten (10) days. The Bank is obligated to resolve any complaint in the shortest possible time, considering the subject and complexity of the complaint, and commonly no later than within thirty (30) days after receipt of the complaint, and shall notify the User in writing on the outcome of the complaint. If the Bank requires additional data to resolve the complaint that needs to be

collected from other sources, the complaint resolution timeline can be appropriately extended.

In case of errors or unavailability of the WebGOTOVINA application, the User can employ the following available methods:

- If the application or server are not available, Users with access to the WebGOTOVINA application can make orders via email to [narocilaGD@otpbanka.si](mailto:narocilaGD@otpbanka.si).
- In case of errors or disruptions of telecommunication networks that are beyond the influence of the Bank, Users can make orders in the manner agreed on with the Bank.

## 8. Termination of Use of WebGOTOVINA Application

The User shall have the right to unilaterally terminate the Agreement at a notice period of 60 days.

The User shall settle all outstanding obligations owed to the Bank that arise from the Agreement before the Agreement ceases to apply.

The Bank shall have the right to unilaterally terminate the Agreement at a notice period of two months, and shall have the right to terminate the Agreement with immediate effect, without a notice period, only:

- If the User is in breach of the Agreement; if the Bank determines that the User acted in contravention with provisions of the Agreement, General Terms and Conditions for Payment Services and/or General Terms and Conditions for Use of WebGOTOVINA Application, and applicable laws and regulations;
- If bankruptcy proceedings are opened against the User.

## 9. Personal and Confidential Data Protection

The Bank controls personal data in accordance with the Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR, EU 2016/679) and in accordance with the applicable personal data protection act, as specified in detail in the General Information on Personal Data Protection in OTP banka, available online at [www.nkbm.si](http://www.nkbm.si) and at all Branch Office locations of the Bank.

Information and data relating to the use of the WebGOTOVINA application are regarded as business secrets. The Bank will use and maintain data collected in this manner in accordance with applicable laws and regulations and will transmit them to a third party only by request of the User, by specific written request of the court and in other cases set out in applicable legislation. The User of the WebGOTOVINA application expressly authorizes the Bank to make inquiries concerning the User's personal and other data, movable and immovable property, held receivables, equity interests, shares and other securities, numbers of accounts held with other banks and payment institutions, and any other assets of his, his residence, basic data, tax number, and other data maintained by data

filing system controllers, if this data is not available to the Bank and the Bank requires them to achieve the aim of these Terms and Conditions. The User expressly authorizes filing system controllers to provide the Bank with the data specified herein.

## **10. Amicable Dispute Resolution**

The User and the Bank shall resolve any disputes, disagreements or complaints concerning the performance of services under these General Terms and Conditions in an amicable manner.

The Bank shall decide on a complaint after collecting all relevant documentation, but in any case no later than within fifteen (15) business days. The decision on the complaint shall be delivered in writing to the User's address.

When the Bank, in exceptional circumstances and due to causes that are beyond the influence of the Bank, cannot deliver a reply within fifteen (15) business days, the Bank will deliver to the User an interim reply and clearly provide therein the cause of the delay and specify a long-stop deadline in which the User will be provided with the final answer. The extended deadline shall not exceed 35 business days in any case.

The court competent to resolve any disputes arising from these Terms and Conditions that the User and the Bank cannot solve in an amicable manner shall be the court of local jurisdiction in the location of the Bank's place of registration.

## **11. Final Provisions**

General Terms and Conditions for Corporate, Sole Trader, Private Individual and Association Banking shall apply to any and all matters not expressly specified in these Terms and Conditions.

The currently applicable Terms and Conditions are published on the Bank's website.

If the User disagrees with any change to these Terms and Conditions, it may terminate the Agreement entered into on grounds of these Terms and Conditions without a notice period. The User must deliver a termination notice no later than on the day prior the designated date of change of these Terms and Conditions. Failure by the User to notify its disagreement with the changes within the deadline stipulated herein shall be understood as the User accepting the changes. If the User rejects the proposed changes and fails to terminate the Agreement, it shall be understood that the Agreement was terminated by the Bank with a notice period of two months. The User's rights and obligations under changed Terms and Conditions shall apply as of the designated date of entry into force of the changes and as of the date when the changed Terms and Conditions are published on the Bank's website or published in another manner common and appropriate for modern banking services, provided that the User did not terminate the use of the WebGOTOVINA application within the deadline referred to in this chapter.

These General Terms enter into force and apply as of 1. September 2019.

OTP banka d. d.