

GENERAL TERMS AND CONDITIONS OF EXECUTION OF SINGLE PAYMENT TRANSACTIONS AT OTP BANKA ATMS

I. INTRODUCTORY PROVISIONS

OTP banka d.d., 21000 Split, Domovinskog rata 61, Republic of Croatia (hereinafter the Bank), BIC/SWIFT: OTPVHR2X, company registration No. 060000531, taxpayer ID No. 52508873833, info@otpbanka.hr, www.otpbanka.hr. is the issuer of these General terms and conditions of execution of single payment transactions at OTP banka ATMs (hereinafter the **Terms and Conditions**).

Croatian National Bank is its supervising authority.

II SCOPE:

In these Terms & Conditions the Bank provides for the conditions and the method of execution of single payment transactions at ATMs, which are initiated by the payer, where such transactions are not regulated by an agreement on the opening of a transaction account and/or another agreement on the provision of payment services (hereinafter the Framework Agreement) between the Bank and the payer, and the payer uses a payment card by another issuer; as well as other rights and obligations of the Bank and the payer.

III DEFINITIONS

1. For the purpose of these Terms and Conditions individual terms shall have the following meanings:

payer – shall denote a natural or a legal person that avails of ATM services provided by the Bank, but does not hold a transaction account with the Bank, and uses another issuer's payment card;

payment card/card – shall denote a payment instrument that allows the holder to pay for goods and/or services and/or withdraw cash;

payment transaction – shall mean withdrawal of funds, initiated by the payer at an ATM of the Bank, regardless of the obligations arising from the relationship between the payer and the Bank;

single payment transaction – shall mean withdrawal of funds initiated by the payer at an ATM of the Bank, where the payer holds no transaction account with the Bank or, if they do hold a transaction account, the account is not being used to carry out the payment transaction;

ATM – electronic device intended for the execution of payment transactions i.e. cash withdrawals, for checking the balance in the user’s transaction account, as well as for other services that the Bank will enable in the future at the mentioned device;

Reference exchange rate – shall denote the exchange rate that is used as the currency conversion base, which is made available by the payment services provider (the Bank) or which originated from a public source;

Member country – shall denote a member country of the European Union, and a country signatory to the Agreement on the European Economic Area;

Third country – shall mean a country that is not a member country;

Dynamic Currency Conversion (hereinafter DCC) at OTP banka d.d. ATMs shall denote a cash withdrawal transaction set up for Maestro, Cirrus, Mastercard, and Visa cards issued by banks (issuers) outside of the Republic of Croatia, which happens to be tied to an account in a currency that has DCC support by the Bank, upon which service the Bank offers conversion of the withdrawn amount into the currency of the payer’s card;

authentication – shall denote the procedure that allows the payment services provider to verify the identity of payment services user or the validity of a specific payment instrument, including checking the use of personalised security credentials of payment services user;

authorization – shall denote the procedure where the payer confirms their intention, i.e. consents to have a payment order executed. By authorising the payment order, the payer accepts the terms and conditions presented to them before authorisation;

unique transaction identifier – shall denote a combination of letters, digits or symbols set by the payment services provider for a single payment services user, which another payment services user shall indicate in order to clearly determine the first user of payment services and/or the account to be debited that is held by the first user of payment services in the payment transaction;

international payment transaction – shall denote a payment transaction in the execution of which two payment services providers take part, where one is located in the Republic of Croatia, and the other one in a third country;

national payment transaction – shall denote a payment transaction in the execution of which the payer’s and the payee’s payment services providers take part, or but one payment services provider, which are/is located in the Republic of Croatia;

cross-border payment transaction – shall denote a payment transaction in the execution of which two payment services providers take part, where one is located in the Republic of Croatia, and the other one in another member country;

durable medium - means any instrument which enables the consumer to store information addressed personally to that consumer in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

2. Unless otherwise provided for in this Agreement, the definitions used in the relationship with the payer shall correspond to statutory definitions.

IV GENERAL PROVISIONS

1. The Bank shall make available these Terms and Conditions to the payer on the website of the Bank before the execution of a single payment transaction at an ATM. By initiating a single payment transaction at an ATM, it shall be considered that the payer has fully accepted these Terms & Conditions, Decision on Pricing, and the DCC Exchange rate list for ATM transactions.

2. All the mentioned documents will be made available – in the appropriate form – to the payer, i.e. ATM user, before the payment transaction is initiated.

3. The Bank will provide the following pieces of information to the payer, before the payment transaction is complete:

- information about the total amount of all the fees that the payer must pay to the payment services provider, and about the amounts of individual fees

- information about the actual or reference exchange rate, if the payment transaction includes currency conversion:

(a) amount to be paid to the payee in the currency used by the payee;

(b) amount to be paid by the payer in the currency of the payer's account.

4. Once the transaction has been executed, the amounts will be shown on a durable medium, i.e. ATM slip.

V FEES AND COSTS

1. The Payer shall pay the Bank the fees indicated in the relevant document of the Bank, and published on the Bank's website, for national or international or cross-border single payment transactions. The same applies to possible costs incurred.

2. Fees shall be payable in the official currency of the Republic of Croatia and settled immediately upon the execution of the single payment transaction (unless the relevant document of the Bank says otherwise, in accordance with the applicable regulations).

3. The Bank may unilaterally change the fee amounts. The information on any such change shall be published in a timely fashion and made available to the payer in branch offices and on the Bank's website.

4. The Bank is not familiar, is not to be held accountable for and unable to list the fees that the relevant card issuer may charge to the payer upon the execution of a single payment transaction.

VI TRANSACTION CURRENCY AND CURRENCY CONVERSION / EXCHANGE RATES

1. The Bank may offer to the payer, i.e. holder of an international issuer's card (outside of the Republic of Croatia) an immediate conversion of the withdrawn amount into the payer's currency.
2. Upon conversion of the domestic currency into foreign currency means of payment, the Bank will apply the DCC exchange rate list for ATM transactions.
3. The DCC exchange rate list for ATM transactions is available in Bank's branches and on the Bank's website.
4. The Bank shall inform the payer of all of its fees and the exchange rate it will apply upon currency conversion, before initiating a payment transaction. The payer must consent to such a currency conversion service.
5. If the payer does not wish the Bank to carry out currency conversion, the conversion rate will be set subsequently by the payer's card issuer, and the Bank has no knowledge of it at the time of execution of the transaction.

VII INFORMATION ABOUT PRICING:

The Bank shall communicate the information about its currency conversion fees before it initiates a payment transaction, and shall do so in unambiguous and understandable manner. The Bank will provide the payer with information on the total amount the payer may pay to the payee in the currency of the payee, as well as of the total amount the payer may pay in the currency of the payer's account. The total amount the payer may pay in the currency of the payer's account consists of the amount to be paid and the currency conversion fee. Both amounts shall be displayed on the ATM screen before the transaction is carried out, and recorded on the ATM slip once the transaction is executed.

The Bank shall display the total conversion fees as **percentage markup** over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). The foreign currency rates for euro are typically updated around 16:00 CET each business day. The percentage markup shall be communicated to the payer before the payment transaction is initiated, and clearly displayed on the ATM screen, in an understandable and comprehensive form in the Croatian language and Latin alphabet, or in any other language selected by the payer and supported by the Bank's ATM network.

The Bank will publish the information about its currency conversion fees on its website as well.

VIII INFORMATION PROVIDED TO THE PAYER UPON EXECUTION OF THE PAYMENT TRANSACTION

Immediately once the payment transaction, i.e. cash withdrawal has been executed, the Bank will supply the payer with the following information about the service it provided, on a durable medium, i.e. ATM slip:

1. reference (unique transaction identifier) which allows the payer to identify the payment transaction and, where applicable, all the information transmitted in the payment transaction;
2. the amount of the payment transaction in the currency in which funds were made available to the payer;
3. total amount of all the fees payable by the payer to the Bank for the payment transaction, along with the amount of each fee;
4. if the payment transaction includes currency conversion (DCC) – the exchange rate applied by the Bank to the payment transaction, and the amount of the payment transaction after currency conversion.

IX CONSENT AND CANCELLATION OF A PAYMENT TRANSACTION

A single payment transaction shall be considered authorised if the payer has given consent to its execution. By using the card and entering PIN (authentication), the user consents to the execution of the payment transaction, i.e. the order initiated on the ATM. Thus the payer confirms their acknowledgement with these Terms & Conditions and resulting fees, and it shall be considered that the payer and the Bank have thus concluded an agreement on the execution of a single payment transaction. Once the Bank receives a payment order, i.e. once it initiates its execution, the order may no longer be cancelled.

X RESPONSIBILITY OF THE BANK AND REFUND

The payer is required to inform the Bank, via their card issuer, of an unauthorised payment transaction, delinquent or late execution of a payment transaction immediately upon learning of it, and in any case no later than within 13 months of the day the Bank receives the order. Otherwise, the payer will lose the right to a refund and other rights granted by the law.

If the Bank is responsible for failing to execute and/or improperly executing a single payment transaction, the Bank will make a refund to the payer in the amount of such a transaction. An unexecuted or improperly executed single payment transaction shall mean that the payer failed to receive full or a portion of the funds in the amount of which their account was debited.

The Bank is not required to reimburse the amount of an unexecuted or an improperly executed single payment transaction and accrued fee in the following cases:

- where the execution, failure to execute or improper execution of a single payment transaction is the result of extraordinary and unforeseeable circumstances that are either out of the Bank's control to start with, or that remain out of the Bank's control, despite all its efforts;
- where the payer fails to inform the Bank, via their card issuer, of failure to execute and/or improper execution of a transaction immediately upon learning of it, and in any case no later than within 13 months of the day of giving consent to the execution of the payment transaction;

- where the payer's account is not debited in the amount of the transaction.

The Bank makes efforts to reduce technical disruptions in its ATM network to the lowest possible extent, but is unable to guarantee or take responsibility for disruptions in the availability of ATMs and unhindered use of ATMs.

XI DATA PROTECTION

Protection of personal data and confidential information

Data, facts, and circumstances the Bank learns upon provision of services to the payer, shall be considered a bank secret, and the Bank may disclose such information only upon written request, to the payer, competent authorities and other bodies in the cases required by law.

XII COMPLAINTS / DISPUTES

Complaints of the payer

1. Via their card issuer, the payer may file a complaint related to the execution of a payment transaction, no later than within 13 months of the day the order is executed.
2. The complaint shall contain relevant documents, i.e. data that substantiate the complaint.
3. The Bank shall respond within the statutory period, using the same channel of delivery of the complaint.
4. The payer may file a complaint also with the Croatian National Bank, providing an appropriate statement and proof. In its response, the Croatian National Bank may inform the payer of the possibility of seeking mediation from the Mediation Centre of the Croatian Chamber of Economy.

Resolution of disputes and conciliation

1. The payer may file a complaint against the Bank with the Croatian National Bank. Once the complaint is filed, the Croatian National Bank shall invite the Bank to respond to the complaint and provide relevant evidence. The Bank is required to respond and provide evidence within the period set by the Croatian National Bank, which cannot exceed ten days of the day the invitation is received, in line with the Payment System Act.
2. The payer may also file a complaint if they believe the Bank does not adhere to Regulation (EU) No 2019/518. The Bank is required to supply the customer with a response no later than within ten days of receiving the complaint, in line with the Act on the Implementation of EU Regulations Governing Payment.
3. A motion for mediation may be filed with the Mediation Centre of the Croatian Chamber of Economy in connection with the disputes between the payer and the Bank that deal with the obligations and rights governed by Regulation (EU) No 2019/518.

4. In the disputes between the payer and the Bank that arise from this contractual relationship, and deal with the application of the provisions of the Payment System Act and Regulation (EU) No 2019/518 the payer may set in motion the process of alternative dispute resolution before the competent Mediation Centre of the Croatian Mediation Association, Nikole Tesle 1, 10000 Zagreb, e-mail: info@mirenje.hr, www.mirenje.hr

5. The contracting parties shall strive to resolve any disputes that arise from the provision of payment services, including the disputes that deal with the matter of legitimacy, infringement or cessation of this Agreement, as well as with the resulting legal effects, amicably; should they fail to do so within a reasonable period, they may instigate a dispute before the court of subject matter jurisdiction in Split.

6. As a rule, all disputes are subject to Croatian law. Application of any other law shall be agreed separately.

XIII APPLICATION

These Terms & Conditions shall apply together with the Decision on Pricing and the DCC Exchange rate list of the Bank.

XIV. FINAL PROVISIONS

These Terms & Conditions are available in writing in the Bank's branches and on the Bank's website. The payer is entitled to request a copy of these Terms & Conditions at any time.

Language and address to be used in communication

1. Any communication between the Bank and the payer, in connection with the rights and obligations arising from this Agreement shall be in Croatian, which however does not preclude the use of other languages, all according to good practices in banking operations.

2. All the relevant pieces of information (fees, exchange rates, etc.) related to the execution of single payment transactions, as well as the addresses to be used in communication with the Bank, are available to the payer at – www.otpbanka.hr .

XV. ENTRY INTO FORCE

The terms of this Agreement shall enter into force and apply as from 1/6/2022.

Split, May 2022

Board of OTP banka d.d.