

General terms and conditions for using the DH Denarnik mobile wallet

Introductory Provisions

Article 1

These 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 Savings Bank).

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

Article 2

These 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.

Definition of terms

Article 3

The terms used in these general terms and conditions shall mean:

- **Activation Code** is a one-time password received by the User via SMS to his mobile device which allows him to register the DH Denarnik mobile wallet;
- **Contactless Transactions** are the transactions in which the User / Card User places a mobile device in the proximity of POS terminal; such transaction is enabled only if POS terminal allows contactless transaction and is marked as such with a contactless symbol;
- **POS (Point of Sale)** is a provider of goods or services that accepts Maestro or Mastercard cards as payment;
- **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 personal identification number set by the User and by which the User identifies himself when entering the DH Denarnik mobile wallet;
- **General Terms and Conditions** are the General terms and conditions for using the DH Denarnik mobile wallet, applicable at the time;
- **The User** is a person using the DH Denarnik mobile wallet;
- **The Card User** is a person to whom a Card has been issued by the Savings Bank;
- **Card** is a payment instrument issued to a Card User by the Savings Bank, allowing payments to be made with the DH Denarnik mobile wallet; the Card can be Maestro or Mastercard card;
- **Default Card** is the Card designated in the DH Denarnik mobile wallet as the primary card for executing payment transactions and is used to execute a payment transaction unless the User stipulates otherwise before the transaction is executed;
- **Licence Agreement** is the agreement on the use of the mobile wallet licence, the owner of which is the company Vipera, and is binding for the User, who agrees with it entirely by agreeing to these General terms and conditions. The Licence Agreement is available at <https://www.delavska-hranilnica.si>;
- **DH Denarnik service** is a payment service or other service that the Savings Bank provides via the DH Denarnik mobile wallet;
- **NFC (Near Field Communication)** technology is the technology that enables the exchange of data between a mobile device and a POS terminal without a direct contact;

- **Mobile Device** is a mobile phone or a tablet with advanced functionalities, which supports the NFC technology and with the appropriate version of the operating system is installed, allowing the installation and use of the DH Denarnik mobile wallet;
- **Tariff** is the Savings Bank's applicable tariff setting the type, amount and payment method for fees relating to the use of the DH Denarnik mobile wallet;
- **POS terminal** is the device used for executing card payments at the points of sale, including ATMs, provided that they support the use of the NFC technology;
- **PAN** is the card number, which in the case of the Maestro card is written on the back of the card and in the 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 mobile store, which is installed on the mobile device;
- **Security Elements** are the 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

The User requires a Mobile Device with the Android operating system and NFC capacity to use the DH Denarnik mobile wallet.

Article 5

The User installs the DH Denarnik mobile wallet by downloading it from Google Play store to the Mobile Device and performing its registration.

Article 6

The User registers the DH Denarnik mobile wallet with the following steps:

- by entering User's tax number and the last 4 digits of one of the Cards (PAN number) issued by the Savings Bank on the User's behalf,
- the mobile phone number kept by the Savings Bank as the User's phone number shall be displayed to the User in the DH Denarnik mobile wallet; if the displayed mobile phone number is not the User's phone number kept by the Savings Bank, the User will not be able to complete the procedure without informing the Savings Bank about the correct mobile phone number,
- the User receives the Activation Code on the displayed mobile phone number via SMS, which the User enters to activate the DH Denarnik mobile wallet,
- the User sets the Password for the DH Denarnik mobile wallet that is used for identification at logging in to the mobile wallet; the User can change the Password for the mobile wallet at any time; in order to log in to the mobile wallet, the User can also set a fingerprint identification if the Mobile Device supports such functionality.

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 use the DH Denarnik service only if the Security Element for accessing the Mobile Device is set and active at the moment of using the DH Denarnik service.

Card activation and use of the DH Denarnik mobile wallet for payment

Article 7

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 Card or Cards that the User wants to use with the DH Denarnik mobile wallet in the mobile wallet; the User can select one of the cards as the Default Card; in case the User with multiple cards does not select any Default Card, the Default Card is the one that is added first in the DH Denarnik mobile wallet.

Article 8

The DH Denarnik mobile wallet provides the following ways to execute a payment transaction:

- if the User only unlocks the Mobile Device and places it in the proximity of the POS terminal the Default Card is used for the payment transaction;
- if the User logs in to the DH Denarnik mobile wallet and for execution of payment transaction selects one of the Cards enrolled in the DH Denarnik mobile wallet, selected Card is used for payment transaction; the User makes the payment transaction by placing the Mobile Device in the proximity of the POS.

For execution of Contactless Transaction, the general terms and conditions applicable to the selected Card applies.

Article 9

The use of the DH Denarnik service is possible only when the Mobile Device has NFC switched on. The use of the DH Denarnik service does not depend on the mobile operator, however the Mobile Device must have an internet connection. Without an internet connection, the User can execute up to 10 consecutive payment transactions.

Security of the DH Denarnik mobile wallet and Mobile Device

Article 10

The User undertakes to:

- safeguard the Mobile Device and its Security Elements, to handle it with the due diligence 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 his/her Mobile Device or Security Elements or Password,
- secure access to his/her Mobile Device with Security Elements and to not leave a Mobile Device with registered DH Denarnik mobile wallet unsupervised,
- uninstall the DH Denarnik mobile wallet from the Mobile Device after ceasing to use a Mobile Device with DH Denarnik mobile wallet installed,
- not 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,
- immediately and without delay inform 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 found out about the Security Elements that could be used by them), theft or loss of the Mobile Device, and in such case request that the DH Denarnik mobile wallet be blocked,
- inform the Savings Bank of any change in mobile phone number at a branch or by any other means which the Savings Bank allows for the submission of data and identification,
- monitor the notices in the Google Play store on the Mobile Device and 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,
- regularly monitor 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 all irregularities in connection with the performance of DH Denarnik mobile wallet,
- use the DH Denarnik mobile wallet in accordance with these General Terms and Conditions,
- respect the Licence Agreement for mobile wallet, in particular the terms about the download, installation and use of the DH Denarnik mobile wallet.

Blocking the DH Denarnik mobile wallet and using the DH Denarnik service

Article 11

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,
- the Savings Bank no longer provides the DH Denarnik service.

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 from the usage of DH Denarnik service can be made in Savings Bank's branches, call centre of Bankart on the telephone number + 386 (0) 1 58 34 183 or via DH Denarnik mobile wallet.

Contacts in case of loss, theft or misuse

Article 12

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 enrolled, or has such Mobile Device stolen, may still pay with the actual physical card. If the User loses the actual physical card that was blocked as a consequence, the enrolled Card in the DH Denarnik mobile wallet ceases to operate after its blocking.

Fees

Article 13

The Savings Bank shall charge the User of the DH Denarnik mobile wallet costs and fees in line with the Tariff applicable at the time and general terms and conditions. Using the DH Denarnik mobile wallet may incur charges for mobile data transmission.

The Savings Bank's obligations and disclaimer

Article 14

The Savings Bank undertakes to:

- perform its obligations in accordance with these General Terms and Conditions,
- inform the User of any amendment or supplementation of these General Terms and Conditions and the Tariff in accordance with the general terms and conditions,
- inform the User of new features in the DH Denarnik mobile wallet.

Article 15

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 service might sometimes be partly or fully disrupted due to factors outside its control; the operating of the system may also be disrupted or interrupted from time to time when the system supporting the DH Denarnik mobile wallet requires maintenance, upgrades or similar.

The Savings Bank shall not be 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 over which the Savings Bank has no influence.

Final provisions

Article 16

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

- the general terms and conditions for managing a transaction account and providing payment services for consumers, additional terms and conditions for the digital package transaction account and additional terms and conditions for the DH EYCA package transaction account,
- the general terms and conditions for the use of the BA Maestro card and the general terms and conditions for the use of Mastercard card for individuals,
- the general terms and conditions for managing a transaction account and providing payment through a business account,
- the general terms and conditions for use of the Maestro business card and the general terms and conditions for the use of the Mastercard business card.

Article 17

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 before or with continued use of the mobile wallet.

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

These General Terms and Conditions shall apply as of 5 February 2019 and shall be available to users in the Savings Banks's branches, on the Savings Bank's website and in the DH Denarnik mobile wallet.