

Splošni pogoji poslovanja z NLB Poslovnim računom Napovednik sprememb s 1. 6. 2023

Obveščamo vas, da 1.6.2023 spreminjamo Splošne pogoje poslovanja z NLB Poslovnim računom tako, da dopolnjujemo 16. točko Pošiljanje obvestil.

16. Pošiljanje obvestil

Banka bo imetnika računa obveščala o:

- stanju na računu in izvršenem prometu na računu v domači in tujih valutah (izvršenih plačilnih nalogih v breme ali v dobro njegovega računa in o vseh nadomestilih povezanih s temi plačili) najkasneje drugi delovni dan po izvršitvi plačilnega naloga oziroma po odobritvi njegovega računa v obliki dnevnega izpiska, ki vsebuje vse podatke o izvršenih transakcijah v breme in dobro na računu (vključno z referenco, ki stranki omogoča identifikacijo plačila, zneskom plačila, datumu poravnave, oznako o plačniku stroškov ter tečaju, uporabljenem pri konverziji v drugo valuto in o vseh nadomestilih povezanih s tem plačilom),
- izvedenih pobotih neplačanih zapadlih terjatev,
- zavrnitvi plačilnega naloga za plačilo v rokih iz točke 7.6 teh splošnih pogojev in
- podatkih prejetih plačil iz tujine oziroma plačil SEPA.

Banka bo posredovala imetniku računa obvestila na enega od naslednjih načinov, ki je odvisen od tega, katero tržno pot in način prejema obvestil je izbral imetnik računa:

- po pošti,
- po elektronski pošti,
- prek e-banke NLB Proklik.

Banka omogoča imetnikom računa, ki niso uporabniki elektronske banke, pošiljanje dnevnih izpiskov NLB Poslovnega računa v nešifrirani obliki po elektronski poti na izbrani elektronski naslov. Izdelavo in pošiljanje dnevnih izpiskov banka obračunava po vsakokrat veljavni NLB Tarifi. Imetnik računa je opozorjen na nevarnosti prejemanja izpiskov NLB Poslovnega računa v nešifrirani obliki po elektronski poti na izbrani elektronski naslov zaradi možnosti vdorov, nepooblaščenih dostopov in virusov na njegovi računalniški opremi ali drugi napravi preko katere dostopa do elektronske pošte za prejem izpiskov, kar ima lahko za posledico uničenje izpiskov ali seznanitev tretjih z izpiskom, zato mora poskrbeti, da je njegov računalnik oziroma druga naprava preko katere dostopa do elektronske pošte za prejem izpiskov dobro zaščiten oz. zaščiten pred vdori, nepooblaščenim dostopom in virusi in za morebitno škodo iz tega naslova banka ne odgovarja.

Banka lahko v obvestilih napoti imetnika računa na NLB Spletni portal www.nlb.si, kjer so objavljene podrobnosti, vezane na vsebino obvestila ali pa lahko imetnik računa pridobi podrobnejše informacije pri svojem skrbniku.

Imetnik računa soglaša, da ga banka obvešča o ponudbi, novostih in ugodnostih, mu posreduje revije, brošure in drugo oglasno gradivo o ponudbi banke in z banko povezanih družb ter ponudbi banke, ki jo ta pripravi v sodelovanju s tretjimi. Imetnik računa dovoljuje banki obveščanje in posredovanje gradiv z uporabo različnih komunikacijskih kanalov, tako pošte, kakor tudi elektronskih sredstev (npr. e-pošte, telefona in drugih). Imetnik lahko v banki kadarkoli prekliče svoje soglasje k obveščanju iz tega odstavka.

Imetnik računa lahko banki po e-pošti pošlje pisni zahtevek za posamezno storitev, zlasti kjer je pri posamezni storitvi tako določeno (zahtevek za limit, zahtevek kredit ali za sklenitev pravnega posla, ki pomeni nastanek izpostavljenosti). Imetnik računa se zaveda in je seznanjen s tem, da je pri zahtevkih, oddanih na ta način, možnost zlorab večja, saj banka v teh primerih ne more preveriti verodostojnosti osebe, ki je zahtevek oddala in ni odgovorna za morebitne škodljive posledice, ki bi imetniku računa zaradi tega nastale.

Pošiljanje SMS sporočil - Regulatorno obveščanje

Banka bo GSM številko imetnika računa uporabljala tudi za posredovanje SMS sporočil v zvezi z izvrševanjem medsebojnih pogodbenih obveznosti imetnika računa in banke, zlasti pa v primeru, kadar predpisi od banke zahtevajo, da opravi obveščanje imetnika računa (npr. obvezne informacije o plačilnih transakcijah). Imetnik računa nosi odgovornost za pravilnost in resničnost podatkov, ki jih je posredoval banki in je dolžan takoj sporočiti spremembo številke mobilnega telefona. V primeru, če imetnik računa prepove uporabo GSM številke za ta namen, banka ne bo mogla izvrševati regulatornega obveščanja, s čimer je imetnik računa seznanjen.

Lep pozdrav, NLB d. d.

Change of the General Terms and Conditions for NLB Business Account Announcement published 1/6/2023

We would like to inform you that as of 1/6/2023, we are changing the General Terms and Conditions for NLB Business Account by amending point 16. Sending notifications.

16. Sending notifications

The bank will send notices to the account holder on:

- Account balance and transactions in the local and foreign currencies (payment orders credited or debited to his account and all the fees associated with these payment transactions) by no later than the second working day after the execution of the payment order or after his account has been credited in the form of daily account statement, which contains all the information about credit and debit transactions that have been carried out (including the reference, by which the customer can identify the payment, transaction value, settlement date, payer's code and exchange rate used for currency conversion and all the fees associated with this payment transaction),
- Offsetting of unpaid overdue receivables,
- Rejection of payment order for payment according to due dates laid out in 7.6. of these general terms and conditions, and
- Data on payments received from abroad or SEPA payments.

The bank will send notices to the account holder in one of the following ways depending on the distribution channel and communication approach selected by the account holder:

- By mail,
- By e-mail,
- In the electronic bank NLB Proklik.

Daily business account statements can be sent by e-mail in the non-encrypted format to those account holders that do not use the electronic bank. The production and delivery of daily statements is charged according to NLB Tariff applicable at the time. [The account holder is alerted to the risk of receiving NLB Business Account statements in non-encrypted format by e-mail to the selected e-mail address due to the possibility of hacking, unauthorised access and viruses on his computer equipment or any other device used to access the e-mail to receive statements, which may result in the destruction of statements or familiarisation of third parties with the statement, therefore, he must make sure that his computer or any other device used to access the e-mail to receive statements is well protected, i.e. protected against hacking, unauthorised access and viruses, and the bank is not liable for any damage arising from this.](#)

In its notices the bank may request the account holder to visit its website at www.nlb.si where all the details related to the content of notice are available or the account holder can get more information from his account manager.

The account holder agrees that the bank inform him of the offer, news and bonuses, forwards magazines, brochures and other advertising material about the offer of the bank and its related companies and the offer prepared by the bank in cooperation with third persons. The account holder allows the bank to inform him and forward any material using different communication channels, including mail and electronic means (e.g., e-mail, telephone and others). The account holder may at any point in time cancel his consent to communications from this paragraph.

The account holder can send to the bank by e-mail a written request for a relevant service, particularly if it is specifically required by a relevant service (overdraft facility order, loan order or any request for a legal transaction opening an exposure). The account holder is aware and familiar with the fact that submitting requests in such a manner increases the probability of fraud, because in this case the bank is not able to verify the identity of the person submitting the request and it is therefore not liable for potential harmful effects inflicted upon the account holder.

SMS message sending - Regulatory communication

The bank shall use the account holder's GSM number also to send SMS messages in connection with execution of mutual contractual obligations of the account holder and the bank, in particular when the bank is bound by the regulation to inform the account holder (e.g., mandatory information on payment transactions). Account holder bears the responsibility for accuracy and veracity of data sent to the bank and he is obliged to communicate any change in the mobile phone number immediately. If the account holder forbids the bank to use his GSM number for this purpose, the bank will not be able to carry out the regulatory communication, which the account holder is familiar with.

Notifying the bank on changes

The account holder undertakes to inform the bank, immediately but not later than in five days after the change, of any change in the address of the registered office and promptly inform the bank of any changes in status or other changes in data, which are necessary for managing the account and the register of transaction accounts.

The account holder additionally warrants to the bank to immediately, and in no case later than within five business days of the change, inform it of any change of tax residence during the term of the contract, particularly if they become US taxpayers.

The account holder that receives daily statements by e-mail hereby undertakes to immediately communicate to the bank the change of e-mail address. Until the note on changed e-mail address is received, the daily statement is considered to have been delivered at the right e-mail address.

The account holder acknowledges and agrees that any submission of untrue data or omission of data/change of data relevant for the bank due to the implementation of the contract and/or fulfilment of the duty to report, as stipulated by the relevant regulations, shall constitute a violation of the contract and a basis for damage liability.

The account holder warrants to the bank to hold it harmless against any damage and to compensate to it, on first demand, any damage or costs from any legal title (e.g. payment of interest, fines or other costs) incurred by the bank as a result of untrue data or documents submitted by the account holder or resulting from the discrepancy between the statements of the account holder in the contract and the findings of the tax authorities of the USA or the Republic of Slovenia, or any fines or penalties imposed on the bank by the tax authorities of the USA or the Republic of Slovenia for the above reasons, or costs incurred by the bank in such procedures.

Until the receipt of any notification, it shall be deemed that all communications in relation to the account are received on the date of sending or, in the case of registered mail, after the third business day following the date of sending, provided that the mail is sent to the addresses specified in the agreement.

Change of the legal representative of a legal entity will be taken into account by the bank also after receiving a resolution on appointment, other documentation required by the bank in case the entry of change in representation right recorded in the relevant registry had not yet been implemented.

The contracting parties shall refer to the number of the agreement or to the number of the business account in all written communications related to account transactions.

The account holder hereby authorizes the bank to issue written notifications on calculation of interest for the entire period of the agreement in his name. The holder shall, for the value added tax purposes, accept the written notification on calculation of interest as his own.

Kind regards, NLB d. d.