

General Terms and Conditions for Using the NLB Proklik Electronic Banking Service

I. Introductory provisions

Article 1

With the following General Terms and Conditions (hereinafter Terms and Conditions) Nova Ljubljanska banka d.d., Ljubljana (hereinafter referred to as the Bank) establishes the rights, obligations and conditions of operating and using the NLB Proklik Electronic Banking Service (hereinafter referred to as NLB Proklik).

Article 2

The terms used below shall have the following meanings:

- **Bank of the issuer** is the bank in which the issuer of E-invoices has opened a transaction account and through which it sends invoices and with which it has signed the statement for joining the E-invoice system,
- **Bank of the recipient** is the bank in which the recipient of E-invoices has opened a transaction account and through which it receives invoices,
- **Debit account** is the business account specified on the payment order submitted for payment as account to be debited,
- **Domestic currency** is the currency used as legal tender in the Republic of Slovenia,
- **E-bank statements** (hereinafter E-statements) are E-notifications available to NLB Proklik users through the WEB application E-statements,
- **E-documents** are electronic documents (E-login/logout, Issuer's statement, etc.) exchanged by the participants of the E-invoice exchange system,
- **E-invoice** is an invoice issued in standard electronic form and in accordance with the legal requirements of the area concerned, which substitutes the invoice issued in paper form which is sent by the issuer of the invoice to the recipient for provided service/issued goods, etc.,
- **E-invoice Exchange System** (hereinafter: the System) is a system that provides for continuous sending of E-invoices and is used by all participants that issue, receive, forward and archive E-invoices within the system,
- **E-invoice issuer** is a legal entity that issues the E-invoice and has entered into a business relationship with the E-invoice recipient,
- **E-invoice recipient** is a legal entity for which the E-invoice is intended and has entered into a business relationship with the issuer of the E-invoice,
- **E-login** is electronic login for receiving the E-invoice which is filled in by the recipient of the E-invoice in their electronic bank, and the bank of the E-invoice recipient forwards the E-login through the E-invoice system to the issuer of the E-invoice stated in the E-login,
- **E-logout** is electronic logout that terminates the receiving of the E-invoice which is filled in by the recipient of the E-invoice in their electronic bank, and the bank of the E-invoice recipient forwards the E-logout through the system to the issuer of the E-invoice stated in the E-logout,
- **Envelope for E-documents** is a set of data required for continuous exchange of other E-documents travelling in the E-invoice Exchange System,
- **Envelope for E-Invoices** is a set of data needed for continuous exchange of E-invoices in the standardised form, to which the E-invoice and potential other attachments are attached,
- **Exchange of computer files** in an appropriate format shall be the exchange of files in the format of new payment instruments, as specified in more detail in documentation stated in Article 10 and the General Terms and Conditions, or in other formats, previously agreed to in writing between the bank and the user,
- **Get SMS-Alert for NLB Proklik Payments** – this is a text message sent to the user that applied for SMS service to his mobile phone when the final batch of signed payment orders is successfully sent to the Bank's server,
- **HALCOM CA** is a certifying agency, which manufactures smart cards with digital certificates for the NLB Proklik users, based on their applications filed with the NLB bank. The contact address shall be: HALCOM CA, Tržaška 118, 1000 Ljubljana, phone:01/200-33-40, fax:01/200-33-56, email address:ca@halcom.si
- **Legal representative of the user** is a natural person who, pursuant to the law, represents the legal entity and is listed as such in the document on the entry in the companies register.
- **Limit for signing payments** - the legal representative of the company may set it for each authorised person to limit such person's maximum amount of daily limit or the limit of a transaction up to which the authorised person - signatory can sign the orders;
- **Personal ID number** (PIN code) is a succession of characters, which, together with the smart card/USB token, authorises the use of NLB Proklik service – in case an incorrect personal ID number should be entered three times in a row, the smart card/USB token locks down. The user shall receive the personal ID number from the Halcom CA company in accordance with Article 10 of these General Terms and Conditions,
- **Primary account** is the user's business account opened with the bank,
- **Proxy authorised to use** the NLB Proklik (hereinafter proxy) is a natural person with both the capacity to contract and the capacity to act, authorised by the user's legal representative to use the NLB Proklik computer software,
- **PUK code** is a number, which allows for unlocking of the smart card, received from the Halcom CA company in accordance with Article 10 of these General Terms and Conditions,
- **Smart card** is a security instrument, which serves for identification, identity verification, electronic signatures and cryptography,
- **Smart card reader** is a device, which allows the user to read smart cards and shall as such be necessary for the NLB Proklik's proper operation,
- **Statement** is a document signed by the issuer of the E-invoice and the bank of the issuer which manages the issuer's transaction account. This statement defines the business relationship between the two participants of the E-invoice system,
- **Secondary account** is the user's business account opened with any bank, which belongs to the NLB Proklik service and which provides the use of NLB Proklik services to its customers,
- **USB PKI smart token** is a security instrument used for identification, checking of identity, electronic signature and encryption,
- **User** is a legal entity, sole proprietor or private person, in its capacity as the bank's client, allowed by the bank to use its NLB Proklik service,
- **Users Secure elements** are Smart card or USB PKI smart token, personal ID number and other passwords for work with NLB Proklik,

Article 3

The NLB Proklik service is an electronic means of conducting business, which enables the user to:

- **send payment orders for processing:**
 - › payments in domestic currency for the current date or with dates of maturity of up to 180 days in advance,
- **supplement payment orders for:**
 - › payments in both domestic and foreign currency,
- **review:**
 - › account balance and transactions
 - › payment orders and slips
 - › E-statements

- › notices on international payments on the account
- **print:**
- › account balance and transactions
- › payment orders and slips
- › E-statements
- › notices on international payments on the account
- **export and import data into and from file formats for payments in domestic and foreign currency,**
- **view foreign currency exchange rate tables.** The currency exchange rate tables are retrieved by the user of NLB Proklik when refreshing data and are informative only. For currency conversion, the exchange rate tables specified in Item 21. of these General Terms & Conditions are used,
- **exchange messages between the user and his bank,**
- **exchange files in the appropriate format between the user and his bank.**

The bank reserves the right to change the above stated conditions of processing payment orders. The changes are to be executed with an annex, which shall represent a part of the present Terms and Conditions. The Bank shall agree to notify the user with regard to any changes in accordance with Article 25 of these Terms and Conditions.

II. Obtaining the right to use the NLB Proklik service

Article 4

In order to use the NLB Proklik service, the user shall provide for proper computer and communications equipment. The Bank shall issue the minimum technical requirements available at www.nlb.si/nlb-proklik-what-do-i-need and in the NLB Proklik Installation Guide (Article 10 of General Terms and Conditions) available at www.nlb.si/proklik-manual-installation.

Article 5

The Bank shall approve the use of the NLB Proklik by the user, provided that the latter:

- submits to the Bank a correctly completed and signed application form for the NLB Proklik service (hereinafter Application),
- the user's legal representative authorises one or more persons to use the NLB Proklik service, or states in the authorisation letter that he/she shall also use the Proklik services,
- owns a primary account in the Bank,
- conducts his/her business on the business account correctly.

Article 6

The Bank hereby reserves the right to decline the Application without giving any reasons for rejection.

III. Additional Accounts for conducting business through NLB Proklik service

Article 7

To conduct his business via the NLB Proklik service the user may in addition to the primary account establish a secondary account subject to the same General Terms and Conditions.

IV. Authorisation for using the NLB Proklik service

Article 8

The user's legal representative authorises one or more natural persons (hereinafter proxy) for the use of NLB Proklik. Every proxy shall be issued a fixed type of authorisation, specified on the application form by the user's legal representative. When assigning authorisations the user's legal representative shall act in accordance with the instructions issued by the Bank.

The NLB Proklik service comprises of several different levels of authorisations:

Basic authorisations:

- **authorisation for administration** shall be used for administrative work on the NLB Proklik service, such as deleting the local data base, refreshing the installed software from the bank's server, changing the password for the entry point, etc.,
- **authorisation for preparation of packets** shall be intended for preparation of packets of orders to be sent to the bank,
- **authorisation for work with e-invoices** shall be intended for work with e-invoices and other e-documents,
- **authorisation for preparation of files** allows the user to import the file types, approved by the bank,
- **authorisation for signing of files** enables the files to be equipped with an additional signature if the given file's conditions of use require it to be signed,
- **authorisation to send files** enables the user to set up a connection with the bank's server and send the prepared files,
- **authorisation to review files** enables the user to review the files sent by the bank.

Combined authorities (separate for domestic payment orders and orders issued for cross-border payments):

- **authorisation to enter information** shall be intended for preparation of payment orders, lists of recipients, and a separate import and export of domestic and foreign payment orders,
- **authorisation for review** shall be intended for reviewing of transaction items, printouts, statements of balance, and separate for domestic and cross-border payment transactions,
- **authorisation for signing of substantive data** (verification) shall be intended only to review and confirm payment orders, and also to modify and supplement the recipient directories, separately for domestic and foreign recipients; the authorisation shall be divided to several signing sublevels:
 - *individual signatory*: signs a packet of orders, regardless of the necessary number of signatures,
 - *right or left signatory*: may, with regard to requirements of the case, sign the packet on its left or right side, however the packet signed must be the same, and the signature only one and on only one side,
 - *left signatory*: may sign the packet only on its left side and only once per packet,
 - *right signatory*: may sign the packet only on its right side and only once per packet,
- **authorisation to send data** is authorisation to dispose with assets, deposited on the user's primary and/or secondary account and shall be intended for communication with the bank's server and for the sent data's electronic signature, separately for domestic and cross-border payment transactions.

Letter of authorisation stated in the last item of the previous paragraph may only be issued to a person, authorised by the user's legal representative to dispose with assets on the user's primary and/or secondary account.

In the framework of authorisations, the legal representative may also set daily limits and/or limits for individual transactions up to which such individual authorised person may sign orders. The limit applies to all types of payments submitted via NLB Proklik. If payment is made in another currency, the amount is converted into EUR at the mean exchange rate of the Bank of Slovenia. In case a daily limit and/or a limit per transaction is set for the authorised person, the bank will execute all payments up to such limit and reject any payments exceeding it.

Within the NLB Proklik service the user may also request the activation of the NLB Proklik-WEB feature intended for signing of payment orders on a remote location, review of transactions and archives of payments and packets. The manner of use of the NLB Proklik-WEB feature shall be described in more detail by documentation listed in Article 10 of these General Terms and Conditions. NLB Proklik-WEB service is available at <https://proklik.nlb.si/webebank>.

Article 9

The user's legal representative may at any time recall the given authorisation. The bank shall be bound by such recall of authorisation if the user's legal representative successfully notified the bank via:

- telephone,
- e-mail,
- fax,
- regular mail in writing,
- telephone number or address that the user received together with the NLB Proklik Manual,
- in person at the home branch office maintaining the user's primary account.

In case the user's legal representative recalls the authorisation via telephone, he shall be obliged to confirm the recall on the next working day at the latest with his signature at the branch office maintaining the user's primary account. The bank shall block the proxy's use of the NLB Proklik service immediately upon receiving the recall notice.

V. User Set Up Procedure

Article 10

Upon receipt of the Application the Bank shall provide the user with Manual for using the NLB Proklik programme and send the user by e-mail all manuals for first installation. All manuals for installation and for using NLB Proklik are available also at www.nlb.si/proklik-en.

The Bank activates the user and allows him to use the NLB Proklik service upon approving his application. Prior to using the NLB Proklik service the user shall be obliged to buy at own expense a commercial smart card reader from one of the retail stores listed by the bank at the internet address www.nlb.si/seznam-trgovcev-podjetja and install it on the computer intended to run the NLB Proklik service. Until the user installs the smart card reader on his computer, he will be unable to use the NLB Proklik service. If the user used USB token, smart card reader is not required.

The legal representative shall submit his application to the NLB bank. The legal representative or a person authorised to work with the NLB Proklik service shall receive the smart card/USB token with qualified digital certificate from the Halcom CA Company. When user established connection with the bank via an internet connection, the smart card's digital certificate time validity shall automatically be verified. After its expiry the user must obtain a new or restore the old digital certificate. The qualified digital certificate received by the user shall be valid for a period of three years, and shall have to be restored after it expires.

The Halcom CA shall be entitled to charge the NLB Proklik's user for restoring costs in accordance with the valid Halcom CA pricelist issued for NLB customers. NLB Pricelist published on www.nlb.si/proklik-en.

After submitting the application for issuing of a smart card the Halcom CA Company shall provide to the user:

- CD Rom containing software to export the digital certificate, Notice to users of digital certificates and the public part of the Halcom's CA internal rules,
- written contents of the digital certificate,
- notice on personal ID number (PIN) and PUK code.

Upon receipt of the smart card the user shall be obliged to equip the digital certificate's written copy with his tax number, sign the copy and send the digital certificate's contents by mail to the following address: Nova Ljubljanska banka d.d., Ljubljana, Oddelek za vsebinsko podporo elektronskega poslovanja strank, Šmartinska 132, 1520 Ljubljana.

The bank shall activate the user and allow him to access the NLB Proklik only after the receipt of the digital certificate's written copy.

Article 11

The user or his proxy may install the computer software either by themselves in accordance with the given instructions for software installation or with the help of the bank's official representative.

The Bank shall assume no responsibility for any damage arising from the loss or destruction of any of the user's data or equipment caused by the installation and use of the NLB Proklik software.

Article 12

The user or his proxy may start using the NLB Proklik:

- When the installation of NLB Proklik is complete and an internet connection with the Bank has been established;
- When all the necessary components for operating with qualified certificates have been installed.

VI. Exchange of E-invoices through NLB Proklik

Article 13

Legal relationship between the bank of the issuer and the issuer of the E-invoice

A legal relationship is established when an issuer of the E-invoice signs a written statement with the bank of the issuer on joining the E-invoice system on the basis of which the Bank adds the issuer to the E-invoice system.

Article 14

Legal relationship between the bank of the recipient and the recipient of the E-invoice

The recipient of the E-invoice must meet the following conditions to be able to regularly receive E-invoices:

- Use a version of NLB Proklik that allows for the exchange of E-invoices, which is available upon request from the Bank of the recipient or the existing version, upgraded via the web address of the bank of the recipient, if possible;
- Supplement additional authorisations for persons authorised to use the electronic bank who will use E-invoices. The application for determining the authorisations is available at www.nlb.si/proklik3;
- Complete the E-login or apply for the service of receiving the E-invoices with the issuer in any other way.

The bank of the recipient shall include the recipient of the E-invoice in the E-invoice System when all the above conditions are met and after it has received the application for activating the authorisations for persons authorised by the E-invoice recipient.

Article 15

Rights and Obligations of the participants in the E-invoice system

The bank of the issuer shall be obliged to:

- Enable the issuer of the E-invoice to submit the prepared E-invoices into the E-invoice system;
- Collect the sent E-invoices in the electronic bank and forward them to the recipients of E-invoice;
- Identify the issuer of the E-invoice and reject the invoices in case of incorrectly submitted data or inappropriate contents;
- Warn the issuer of the e-invoice about the errors and submit the request for exclusion of the issuer of E-invoice in case they ignore the warning.

The bank of the recipient shall be obliged to:

- collect the received E-invoices submitted by the bank of the issuer in the E-invoice System;
- Identify the issuer of the E-invoice;
- Enable the recipient of the E-invoice to view the received E-invoices in the electronic bank;
- Send the issuer of the E-invoice feedback in case it was not possible to submit the E-invoice to the recipient of the E-invoice.

The Bank must reject the E-invoice if:

- E-invoice has not been issued in accordance with the User Manual for handling e-invoices www.nlb.si/proklik-prirocnik-eracuni and these general terms of operation;
- It contains data errors or inappropriate contents of which it must inform the issuer of the E-invoice. If the warning is disregarded several times, a request shall be filed for its exclusion from the E-invoice system;
- The recipient of the E-invoice does not have a transaction account open with the bank of the recipient;
- The recipient of the E-invoice does not have the appropriate transaction account included in the electronic bank to which the E-invoice is made out;
- The recipient of the E-invoice does not have access to the electronic bank;
- The bank of the participant is not included in the E-invoice system.

Article 16

Rights and Obligations of the issuer of the E-invoice which is also a user of NLB Proklik

The issuer of the E-invoice shall be obliged to take into account the instructions in the Manual and ensure the correct form of the envelope with the E-invoice and its attachments, which shall only contain contents directly associated with the E-invoice, without any advertising materials.

The issuer of the E-invoice shall accept the E-logins/E-logouts of natural persons and legal entities and keep an up-to-date register of E-invoice recipients.

The issuer of the E-invoice shall have the right to receive all feedback information from NLB d.d., if it is the bank of the recipient, related to the submitted E-invoices or the operation of the E-invoice System.

Article 17

The rights and obligations of the recipient of the E-invoice which is also a user of NLB Proklik

The recipient of the E-invoice makes an E-login in its electronic bank. The bank of the recipient shall submit the E-login through the E-invoice System to the issuer of the E-invoice. Based on the E-login, the issuer of the E-invoice shall submit via the bank of the issuer an E-invoice to the bank of the recipient, which shall enter it into the electronic bank of the recipient of the E-invoice. If the recipient of the E-invoice no longer wishes to receive the E-invoice, they shall make an E-logout in their electronic bank.

VII. Notification via the NLB Proklik service

Article 18

The NLB Proklik user agrees to receive the bank's notification via the NLB Proklik's electronic messaging system regarding any changes, the bank's new products and particularities of the NLB Proklik service system. The bank shall mark its commercial offers to customers separately.

Whenever NLB Proklik does not work for whichever reasons notifying by NLB Proklik is not possible. In such case the bank notifies users about reasons for trouble and ways of abolition via user's contact e-mail address for notifying, listed on Application for NLB Proklik. Bank is not notifying users about bank's new products and commercial offers via user's contact e-mail address for notifying.

VIII. Obligations of the user or his proxy

Article 19

The user's legitimate representative and/or his proxies hereby undertake to:

- protect the NLB Proklik computer software with all the appertaining information and refrain themselves from giving such information to third parties either for use or review, wherewith they shall bear the full responsibility for any damage incurred either directly or indirectly due to any third unauthorised party's abuse of the user's login password, personal number and/or smart card/USB key,
- immediately notify the bank with regard to all and any irregularities in relation with the previous item,
- immediately notify the police and the bank of a suspected fraud involving financial transactions in NLB Proklik and submit a written report to the account manager,
- regularly track transactions on the primary and secondary accounts,
- accept without undue delay all the Bank's statements, E-notices, messages and documents received via the NLB Proklik service,

- make sure that all transaction details or account statements and E-notices are transferred on a regular basis from NLB Proklik to their local database,
- upon and after the initial use of the NLB Proklik service at least monthly, change its personal ID number (PIN) where the personal ID number or password shall consist of at least six characters,
- comply with the General Terms and Conditions hereunder and also with the NLB Proklik Manual, other instructions provided by the Bank and also with the relevant valid legislation when transacting,
- within 15 days from receiving the notice on change, request the termination of use of the NLB Proklik service should they disagree with the new or changed General Terms and Conditions,
- at the latest until the due date set forth by the Bank upon the receipt of the NLB Proklik cancellation request form in accordance with Article 36 hereunder to store all transaction details relating to NLB corporate and other accounts operating within the NLB Proklik and E-notices into their local database.

Article 20

The user shall be obliged, at the latest in six months after the receipt of the bank's notice regarding an upgraded version of the NLB Proklik computer software, to install onto his computer the upgraded version of the software.

In case the user wishes to receive the upgraded version of the software on a CD-Rom, he shall notify the bank with regard to this via the NLB Proklik's messaging system. The bank shall send the CD-Rom to the user via registered mail.

Should the user fail to upgrade the version in time, the bank shall not be held liable in case the NLB Proklik fails to function – in accordance with Article 24 of the present General Terms and Conditions.

IX. Obligations of the Bank

Article 21

The bank guarantees the user the processing of all payment orders, which were properly filled-out and submitted in due time and in accordance with the valid schedule for submitting and processing of the payment orders (hereinafter schedule) provided that the charging account contains adequate balance and that the account has not been blocked. In case the account's balance is not sufficient to cover the entire amount, required to process the payment order, the bank shall try to process the orders by the time, stated in the schedule. After this time it shall reject all payment orders with insufficient account balance and notify the user with regard to this through the NLB Proklik messaging system at his next connection with the bank.

The Bank will apply the reference (buy or sell) exchange rate applicable at the time of the payment transaction execution to payment transactions requiring currency conversion. The exchange rate is listed in the applicable NLB corporate exchange rates published on the Bank's web portal www.nlb.si. The change in the reference exchange rate is effected immediately also during the day and without any prior notice to the account holder, regardless of whether the user retrieved the last exchange rate table, which is merely informative, in NLB Proklik.

The bank is required to received e-documents sent via the E-invoice system according to the schedule of the E-invoice system. The same applies to providing feedback for the delivered and undelivered other e-documents.

When a suspected fraud involving processing of financial transactions in the NLB Proklik is reported by the user and/or his legal proxies the Bank shall block the access to NLB Proklik.

The bank shall also comply with all financial and other NLB Proklik transactions services regulations and by-laws.

Article 22

Through the use of the NLB Proklik service the Bank enables the user to view his transactions and balances both on his primary and secondary accounts as well as the status of his payment orders and other services that the user can access within his authorisations.

Article 23

The bank reserves the right to change or supplement the schedule for payment transactions the schedule of E-invoice system and obliges itself to notify the user or his proxies with regard to any schedule change at least 8 days prior to the introduction of the change, by way of electronic notice through the NLB Proklik messaging system. A valid schedule is posted on the following internet address: www.nlb.si.

Article 24

Upon the upgrading of the NLB Proklik software version, the bank shall notify its users via the NLB Proklik messaging system, publish the upgraded version of the software on the NLB web gateway www.nlb.si and call on the users to download the upgraded version. In case the user should wish to obtain the upgraded version of the software on a CD-Rom, he shall notify the bank via the NLB Proklik messaging system. The bank shall send the CD-Rom to the user via registered mail.

The Bank hereby undertakes to provide technical support for old versions of the software for six months maximum after notifying the users.

Article 25

In accordance with its business practices, the Bank may change or modify its General Terms and Conditions, however it shall notify the users at least 15 days prior to it.

During the NLB Proklik's operations the Bank shall notify the users about any changes or modifications to the General Terms and Conditions via the NLB Proklik messaging system. The valid General Terms and Conditions are available at the following internet address: www.nlb.si.

It shall be deemed that the user agrees with the change, if within 15 days no written termination of the contract is issued to the Bank.

In case the user disagrees with the change of General Terms and Conditions, he may withdraw from the contract. In this case he must refrain from further use of the NLB Proklik software package.

X. Data Protection

Article 26

All data relating to use of the NLB Proklik service represent a trade secret. The bank shall use the collected data in accordance with the valid legislation. The user authorises the bank to obtain, at any time, the necessary data from other sources, and furthermore authorises the controllers of such data to submit the data to the bank.

As the data file system controller the bank shall manage, maintain and supervise the file systems both of personal data and of data regarding transactions on the territory of the Republic of Slovenia in accordance with the Personal Data Protection Act (ZVOP) and other valid legislation.

Article 27

The bank shall use the personal data belonging to the user and his proxies solely for the purposes of running the NLB Proklik service.

Article 28

Data on the user's financial transactions through the NLB Proklik service represent the bank's trade secret and may only be transmitted if requested by the user, his proxy, a written court order in case a judicial proceeding has been instituted against the user, and in other cases determined by the valid legislation.

Article 29

The bank and the user oblige themselves to institute high safety measures in order to minimise the risks of unauthorised data access, altering or the loss of data.

XI. Get SMS-Alert for NLB Proklik Payments

Article 30

The Bank provides SMS-Alert for payments processed via NLB Proklik (hereinafter SMS-Alert) whenever payment orders are sent by the user to the bank in NLB Proklik. The user of SMS-Alert receives information about signed payment orders/batches of payment orders that were sent to the Bank's server. SMS-Alert is sent for domestic, cross-border and third country payments (UPN/SEPA, VP70) sent via the installed and WEB version of NLB Proklik facility (remote signing).

The Bank does not send SMS-Alerts for SEPA direct debit orders.

The user has to submit a Proklik SMS-Alert application in a NLB branch providing all the necessary data as required: basic details referring to the person authorised to use NLB Proklik that will be receiving SMS-Alert, corporate transaction account number for which SMS-Alert should be delivered and the GSM number of the mobile phone of the authorised person – recipient of the text message.

The user is responsible for making sure that data are correct and real as delivered to the bank on the application form. The user is responsible for making sure that the GSM Number provided in the application form is correct. The bank approves the SMS-Alert for NLB Proklik payments if the user submits to the bank all the required data and operates with NLB Proklik correctly.

For approving this service to the people authorised to use NLB Proklik the Bank has to obtain permission from the legal proxy of the user. The user can use a GSM number of a local and/or foreign operator; a GSM number of an operator outside Slovenia can be used by users whose authorised persons operate outside Slovenia.

Article 31

The user of SMS-Alert should immediately inform the Bank about changes related to his personal and company data, mobile phone and cancellation of a GSM number. The user of SMS-Alert authorises the bank to collect, process and forward data with regard and for the purpose of delivering this service to the company distributing data. The Bank guarantees that the data distribution company shall protect the data as confidential according to the law regulating personal data protection. The user is familiar with the fact that the SMS-Alert distribution system is technically not fully reliable and secured system for delivering text messages. The mobile operator does not guarantee the user that NLB SMS-Alert delivery shall be reliable and safe. The user hereby waives any kind of claims with regard to SMS-Alert delivery, especially but not exclusively in the event of disclosure of the content of SMS-Alert to a third party or if SMS-Alert is not delivered.

Article 32

The Bank hereby commits to sending to the user of SMS-Alert information about payment orders/batches of payment orders processed by NLB Proklik in accordance with Article 30 hereunder, except in the event of force majeure and for reasons that occur on the part of the company distributing the SMS-Alert. The Bank does not guarantee that SMS-Alert shall be delivered on time, if the place where user is located has no signal for receiving SMS-Alert or his SMS box is full, etc. If the user does not get SMS-Alert the mobile operator of the user tries to deliver the message within the time period and in the way provided to the users of their services. Force majeure shall mean circumstances outside the control of the Bank, preventing the Bank to fulfil its obligations. The Bank undertakes to provide the best possible level of security measures to minimise the risks of an unauthorised insight into data, change of data and loss of data.

Article 33

The user of SMS-Alert is charged for getting a text message on payment orders/batches of payment orders that were sent to the Bank's server in accordance with then valid price list of the Bank. The fee is charged monthly if the user actually used the SMS-Alert. The fee is monthly paid from the user's NLB Account in accordance with the General terms and Provisions hereunder.

Article 34

The Bank can at any point in time stop the delivery of this service if the provisions hereunder are not complied with, if NLB Proklik facility or account is cancelled, if the user of SMS-Alert dies or no longer has the ability to contract, if the phone number is cancelled, at the request of the user of the SMS-Alert, if proceedings are initiated due to the user's insolvency or at our own judgement.

XII. Blocking of NLB Proklik Service

Article 35

The Bank shall automatically block the use of NLB Proklik service, should the user or his proxy enter an incorrect access password three times in a row.

The bank shall block the use of e-banking service also based on a request made over the phone followed later by a mandatory written request if the user or his proxies report a loss, theft or suspected fraud involving financial transactions and/or unauthorised access to any of the users secure elements.

All payment orders, signed and sent prior to blocking the NLB Proklik service shall be processed.

Article 36

The bank shall re-enable the user or his proxies to use the NLB Proklik service based on a written unblocking request submitted by a legal proxy of the user and/or his authorised representative to the account manager and/or after the set of users secure elements had been replaced.

XIII. Service Fees

Article 37

The bank shall charge the user of the NLB Proklik with a fee according to its current NLB Tariff.

The bank shall charge the fees for the payment orders submitted to payment in advance through the NLB Proklik service according to the current NLB Tariff valid on the day of payment.

The NLB Tariff summary can be reviewed at all branches offices as well as at the internet address www.nlb.si.

The bank shall notify the user with regard to any change of the NLB Tariff relating to the use of NLB Proklik electronically through the NLB Proklik messaging service.

XIV. Complaints

Article 38

Complaints Concerning Payment Transactions

Complaints may be communicated to the Bank via:

- electronic NLB Proklik messaging system,
- email,
- fax,
- regular mail in writing,
- telephone,
- or in person at the branch office managing the user's primary account.

The user or his proxy may present a complaint relating to functioning of the NLB Proklik service immediately upon identifying an error, however at the latest within 15 days after receiving the Bank's statement of the transactions and balance on the account.

The Bank shall resolve the complaint within 8 days at the latest after its receipt and notify the user's legal representative or his proxy of the outcome. If the Bank must obtain data for solving the complaint from other sources, the deadline for solving it may be extended.

Article 39

Complaints concerning the exchange of E-invoices

If NLB d.d. receives from the recipient of the E-invoice a complaint stating that the invoice contains data errors or inappropriate contents, the bank of the recipient shall forward the complaint to the issuer of the E-invoice.

Complaints relating to the contents of the E-invoice shall be resolved by the issuer of the E-invoice and the recipient of the E-invoice; NLB d.d. shall not be obliged to resolve such complaints.

NLB d.d. shall resolve complaints concerning the technical issues of the invoices and operation of the E-invoice System in accordance with these General Terms and Conditions of operations.

XV. Suspension of the NLB Proklik service

Article 40

The Bank may suspend the use of NLB Proklik, if the User or their proxy do not comply with the relevant General Terms and Conditions, upon closing of a transaction account, in the event of death or loss of contractual capacity of the sole proprietor, after revocation of authorisation, the start of bankruptcy proceedings against the User, on the User's request or at its own discretion.

Article 41

The user may terminate the NLB Proklik service by presenting a written notice on the form specified in the second paragraph hereunder. Prior to termination the user must settle all his outstanding obligations toward the bank, resulting from using the NLB Proklik service. Termination of the Agreement on the opening and managing of NLB Business Account shall be deemed termination of the use of the NLB Proklik service by the User.

Should the user cancel the NLB Proklik the Bank shall present the user with a form (to be signed by the user) specifying the date by which the user can store into his local database the transaction details or account statements and E-statements from the NLB Proklik system.

Should the user terminate the NLB Proklik service, he hereby undertakes to stop using the NLB Proklik software package until the date set forth by the Bank on the form from the above paragraph.

In other cases of terminating the contractual relationship hereunder the Bank shall prevent the user from accessing the data above via the server of the Bank on the termination date.

Article 42

All payment orders signed and sent prior to termination or suspension of the NLB Proklik service shall be processed in accordance with Article 21 of these General Terms and Conditions.

XVI. Final provisions

Article 43

Any disputes relating to the NLB Proklik service shall be resolved by the court with subject matter jurisdiction over the territory of the bank's registered seat of business.

In case of any judicial disputes the parties, taking part in the electronic business communication agree to mutually recognize as valid proof of all messages and data sent via the NLB Proklik electronic messaging system, unless the validity of such data is protested by exchange procedures described in the present General Terms and Conditions and in the Manual for using the NLB Proklik service.

Article 44

These General Terms and Conditions shall be treated as a Contract. By signing the application form the user and his proxies confirm that they are aware and in agreement with the present General Terms and Conditions.

It shall be deemed that the contract has been concluded on the day when the bank authorised the use of the NLB Proklik service.

In case the applicant withdraws his application in the period between the time of its authorisation and the time of actual use of NLB Proklik service, he shall be obliged to reimburse the bank for costs incurred during the authorisation procedure, all in accordance with the bank's pricelist.

These General Terms and Conditions shall enter into force on 20/03/2016 and shall be available to all users or their proxies on the premises of NLB branch offices and at www.nlb.si.