



## *General terms and conditions applicable to the access to electronic banking of Factor banka d.d. Ljubljana*

---

### **1. Introduction**

#### **Article 1**

*Under the General Terms and Conditions Applicable to the Access to Electronic Banking (hereafter: the General Terms and Conditions), the Bank specifies the rights, the obligations and the conditions for operation and use of its electronic banking.*

#### **Article 2**

*Definition of the terms used hereafter:*

- *Bank means Factor banka d.d., Tivolska cesta 48, 1000 Ljubljana,*
- *User means a legal entity or a natural person enabled by the Bank to perform services in electronic form,*
- *User's authorized representative means a natural person that represents a legal entity in accordance with the law and is entered into the Court registry,*
- *Proxy means a natural person whom the User has conferred the rights to use electronic banking,*
- *Smart Card means a security instrument designed for checking the identity, for electronic signing and for data encryption,*
- *Smart Card Reader serves for reading the Smart Card,*
- *Personal Identification Number (PIN) means a sequence of signs that in combination with the Smart Card allows for use of electronic banking,*
- *Transaction Account means the client's account for performing payment transactions.*

#### **Article 3**

*Electronic banking allows the User to perform payment transactions, conditioned by a Transaction Account opened with the Bank.*

#### **Article 4**

*Electronic payment transactions allow the User:*

- *to remit funds,*
- *to make internal transfers of funds,*
- *to monitor the current balance of the Transaction Account,*
- *to get a print-out of transactions on the Transaction Account,*
- *to enter and to deliver data in standard forms for exchange with own applications*
- *to receive and to send notices.*

### **2. Acquisition of the right of access to electronic banking**

#### **Article 5**

*In order to get access to electronic banking the User shall submit to the Bank the Application Form enclosed to these General Terms and Conditions.*

*All headings of the Application Form shall be completed or ticked clearly.*

#### **Article 6**

*In view of access to electronic banking the User shall provide adequate hardware subject to the Bank's minimum requirements.*

#### **Article 7**

*The Bank shall approve the use of the selected package, if the User:*

- *Regularly settles all its/his obligations,*
- *Disposes of adequate hardware and software,*
- *Has filed a complete application (Application Form, Powers to Proxies etc.)*
- *Disposes of a Transaction Account.*

*The Bank shall inform the User of its entitlement to electronic banking within five working days upon the receipt of the Application Form.*



# FACTOR BANKA

General terms and conditions applicable to the access to electronic banking of  
Factor banka d.d. Ljubljana

---

## 3. Charges

### **Article 8**

The Bank shall charge to the User the charges according to the Bank's current rate and in compliance with the Agreement on the Opening and the Keeping of a Non-Resident Transaction Account.

Every use-related change of the rate shall be notified by the Bank to the User and/or to its/his Proxies with a notice available in the software package.

---

## 4. Powers of attorney for access to electronic banking

### **Article 9**

The User may authorize one or several natural persons for access to electronic banking. The User shall specify the type of the power for a particular natural person on the form with the title Power for Electronic Banking Transactions, that makes part of these General Terms and Conditions.

### **Article 10**

The software envisages the following levels of powers:

- Data checking and preparation of orders,
- Approval of orders simultaneously functioning as signature.

The Proxy merely entitled to checking and preparation of data cannot sign the orders. The Proxy entitled to approval of orders is automatically allocated all rights.

The User envisaging for Proxies to sign orders collectively shall organize such work proceeding that every order shall contain the required number of Proxies' electronic signatures.

### **Article 11**

The role of a Proxy may be assumed by any natural person that the User indicates to the Bank on the Power for Electronic Banking Transactions.

The powers for signing the orders indicated by the User on the Application Form shall be equivalent to the powers in writing, deposited by the User in the Bank.

The role of a Proxy for electronic signing may also be assumed by a natural person who has not been indicated in the Bank for signing the orders in person. In case the natural person is employed with some other company that performs accounting services for the grantor (accounting service), the Power shall also include the data on the company where such natural person is employed.

### **Article 12**

The Bank may consider the Proxies specified by the User on the form of the Power for Electronic Banking Transactions by allocating them all rights indicated by the User.

### **Article 13**

The User may cancel or change the powers of a particular Proxy in writing only.

Upon the receipt of such notice, the Bank shall immediately change or cancel a particular Proxy's powers for access to electronic banking.

The tasks in progress and such as prepared or signed by a particular Proxy prior to the cancellation of his powers shall be considered by the Bank as correct.



# FACTOR BANKA

General terms and conditions applicable to the access to electronic banking of  
Factor banka d.d. Ljubljana

---

## 5. Connection of the user

### **Article 14**

Upon the approval of its/his application, the User shall receive the:

- Instruction for installation and use,
- Required number of Smart Card Readers.

Every User's Proxy shall receive the:

- Smart Card
- Personal Identification Number (PIN).

### **Article 15**

The User or its/his Proxy shall install the software by itself/himself.

### **Article 16**

The User may start using a particular software package immediately upon its installation and establishment of connection with the Bank, provided that all other terms and conditions agreed with the Bank have been fulfilled. In case of the contrary, it shall proceed in agreement with the Bank.

---

## 6. User's obligations

### **Article 17**

The User undertakes to:

- Make all its/his Proxies familiar with the General Terms and Conditions,
- Keep the software safe,
- Keep Smart Cards and Personal Identification Numbers (PINs) safe with due care and diligence in order to prevent loss, theft and/or abuse, as well as to secure identically careful and safe keeping on the part of its/his Proxies,
- Regularly accept and send information,
- Consider the instructions for use and the legislation in force,
- Immediately inform the Bank of all errors,
- Immediately inform the Bank of any modification or termination of the powers granted to a particular Proxy,
- Currently settle all its/his obligations to the Bank.

---

## 7. Proxy's obligation

### **Article 18**

The Proxy undertakes to

- Keep the Smart Card and the Personal Identification Number (PIN) with equal care as specified for the User and in the manner preventing from damage or alienation.

The software shall block (destroy the Smart Card) automatically if a wrong access password is entered three times in a sequence.

Whenever the Smart Card is destroyed by fault of the User, all costs of the production of a new card shall be borne by the User.

---

## 8. Bank's obligations

### **Article 19**

The Bank shall guarantee to the User the execution of all correctly completed orders by the deadlines specified or agreed for each order type, provided that the User has secured adequate prescribed coverage for each order.

At this the Bank shall consider all legal regulations applicable to payment transactions.



# FACTOR BANKA

General terms and conditions applicable to the access to electronic banking of  
Factor banka d.d. Ljubljana

---

## Article 20

All data, facts and circumstances disclosed to the Bank on performing services for the User and at operations with the User shall be considered confidential and shall be treated as business secret. The Bank shall disclose the above data, facts and circumstances only in the cases, to the extent and in the way specified by law.

## Article 21

The Bank undertakes to keep all Proxies' personal particulars confidential and to use them exclusively for the business purposes indicated in the Application Form.

---

## 9. Informing the user

### Article 22

Electronic banking shall allow the User current insight into the transactions and balance on the transaction account.

Upon successful installation of electronic banking and/or in accordance with the agreement between the Bank and the User, the Bank may cease sending by mail or by fax all information that the User can receive in electronic form.

### Article 23

The Bank reserves itself the right to change and/or to complement its operation schedule. Before changing the operation schedule, the Bank shall send to the User and/or to its/his Proxies the corresponding notice via electronic banking.

---

## 10. Blocking of access to electronic banking

### Article 24

The Bank shall block the access to electronic banking on the basis of the Proxy's or the User's notification of loss, theft or unauthorized access.

All orders submitted before the blocking of access to electronic banking shall be handled.

### Article 25

The Bank shall again enable the User access to electronic banking upon the replacement of the electronic banking access set.

---

## 11. Limitation and exclusion of the bank's responsibility

### Article 26

The Bank shall not be held responsible for any damage incurred due to the actions and events beyond its control (e.g. force major, strike, decisions and acts by government authorities, communication disturbances, particularly including all disturbances associated with telecommunications and computer services, etc.).

Furthermore, there shall be excluded any form whatsoever of the Bank's liability for damage or other Bank's liability for any loss that might be incurred to the User and/or to any third parties due to non-operation of electronic banking and/or of the computer system as a whole, such as may occur as a consequence of the User's and/or third parties' unauthorized interventions.

In other cases the Bank shall only be held responsible for the damage caused on purpose or for serious negligence, whereby the Bank's responsibility for the possible damage shall be limited to the amount of an ordinary damage. The Bank, however, shall not be held responsible for any damage in virtue of lost profits and non-pecuniary loss. In the event of detected errors and faults and/or occurred damage, the User shall take appropriate measures for reducing such damage.



# FACTOR BANKA

General terms and conditions applicable to the access to electronic banking of  
Factor banka d.d. Ljubljana

---

## 12. Proceedings in emergency circumstances

### **Article 27**

*Emergency circumstances involve the failure of electronic banking and/or of the computer system, disturbances in telecommunications etc.*

*In such cases the User may:*

- *Bring payment orders to the Bank personally and/or may send them by fax,*
- *Bring the respective file in an adequate format on the data carrier. In this case the User shall also submit an accompanying letter stating the number of orders and the total amount of orders.*
- *Send the file by electronic medium in the prescribed format and in appropriate manner. The Bank shall convey its inquiries about the balance of the account and the respective transactions in writing, by fax or by mail.*

*In such case the Bank shall inform the Users of any changed time-schedule concerning the operation of payment systems.*

---

## 13. Complaints and remarks

### **Article 28**

*The User may convey the complaints and remarks, related to electronic banking:*

- *By notification available through electronic banking*
- *By e-mail to the address: [ebanka@factorb.si](mailto:ebanka@factorb.si)*
- *In writing by mail*
- *By phone to 01 2306 680*
- *By fax to 01 2307 764*

*The User and/or the Proxy may file its /his complaints relating to electronic banking transactions within 15 (fifteen) days upon the receipt of the bank statement at the latest.*

*The Bank shall settle the complaint within 15 (fifteen) days upon the receipt of the complaint at the latest and shall inform the User and/or the Proxy thereof accordingly.*

---

## 14. Modifications of the general terms and conditions

### **Article 29**

*The Bank may modify and/or amend these General Terms and Conditions in compliance with the legislation in force and/or with its business policy and shall inform the User thereof.*

*The User objecting to the modifications and/or amendments of these General Terms and Conditions shall cancel the access to electronic banking within 15 (fifteen) days upon the receipt of the notice about the modification of the General Terms and Conditions, subject to the terms and conditions indicated in Article 30 hereof, or else the modifications of these Terms and Conditions shall be considered as adopted. The same applies to the changed Bank's rates for each electronic banking service.*

---

## 15. Cancellation of access to electronic banking

### **Article 30**

*The Bank or the User may unilaterally cancel the access to electronic banking with a 30 (thirty) days' notice effective from the day of receipt of the cancellation note. The cancellation shall be submitted in writing.*

### **Article 31**

*The Bank may cancel the access to electronic banking in writing and may withdraw from the Agreement unilaterally and without any notice; moreover, it may cut the User from the system without any liabilities for damage or without any other liabilities whatsoever, if the User:*

- *Fails to settle its/his liabilities to the Bank even upon the respective reminder,*
- *Unreasonably intervenes with electronic banking or with the computer system as a whole,*



# FACTOR BANKA

General terms and conditions applicable to the access to electronic banking of  
Factor banka d.d. Ljubljana

- 
- Assigns the Agreement or the subject of the Agreement to some other legal or natural person,
  - Causes incorrect system operation on purpose or for severe negligence,
  - Breaches the provisions of these General Terms and Conditions, of the concluded Agreement or of the regulations in force and if the User continues to breach in spite of the warning or if it/he fails to remedy the breach by the deadline specified by the Bank,
  - Fails to notify the Bank immediately of all changes of its/his particulars or circumstances that could influence the conclusion or the execution of the Agreement.

## **Article 32**

On the cancellation date, the Bank shall block the use of the software package and shall settle up all User's outstanding liabilities according to the specified rates.

All orders sent to the Bank prior to the cancellation of access to electronic banking will be executed if all terms and conditions imposed by the Bank have been fulfilled.

## **Article 33**

In case of cancellation on the part of the User, the latter shall:

- Cease to use the software package
- Return the electronic banking access set to the Bank.

---

## **16. Final provisions**

### **Article 34**

Any possible disputes or disagreements arising out of these General Terms and Conditions and out of the Agreement shall be settled by the Contracting Parties in an amicable way. Should it turn out impossible, the settlement of disputes shall fall under the competence of the Court in Ljubljana.

The Bank and the User agree to recognize to each other the validity of electronic communications envisaged in the electronic banking software package.

### **Article 35**

The General Terms and Conditions Applicable to the Access to Electronic Banking make part of the Agreement on the Opening and the Keeping of a Transaction Account and shall enter in force on 1 March 2005. They are available to every User or Proxy in Factor banka and on the web site [www.factorb.si](http://www.factorb.si).

---

Ljubljana, February 2005

Factor banka d.d. Ljubljana

Boris Pesjak  
President of the Management Board