



GENERAL TERMS AND CONDITIONS OF THE ACCOUNT INFORMATION SERVICE

These are the terms and conditions of the Fincheck service provided by IDENTITY CONSORTIUM d.o.o., a company registered in the Republic of Croatia, with its address at Trogirska ulica 2, Varaždin, registration number: 070166678, Personal Identification Number (OIB): 44867795324 (hereinafter: "Identityum"). The service collects and analyses information on the User's account(s) and enables Users to provide the information thus collected to banks, payment institutions and other legal persons (hereinafter: "Third Parties") for the purpose of obtaining their financial products and/or services (hereinafter: the "Service").

Identityum has been entered by the Croatian National Bank in the Register of Payment Service Providers and Electronic Money Issuers pursuant to Article 130(1) of the Payment System Act (Official Gazette No 66/18) (hereinafter: the "Payment System Act"), under registration number AISP610 as of 29 June 2020. On this basis, Identityum is authorised, in accordance with the provisions of the Payment System Act, to provide the account information services described above.

The authority responsible for supervising Identityum's operations is the Croatian National Bank.

1. DEFINITIONS

The following terms used in these terms and conditions shall have the following meanings:

"User" means a natural person who uses the Service to obtain financial products and/or services from banks, payment institutions and/or other legal persons.

"Sensitive Payment Data" means data which can be used to carry out fraud, including personalised security credentials.

"Personal Data" means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Intellectual Property Rights" means all patents, copyrights, database rights, design rights and know-how (including registered and protected rights, unregistered rights and unprotected rights, and all applications for the protection of any such rights and equivalent rights anywhere in the world), including all renewals and extensions.

"Privacy Policy" means the Privacy Policy published on Identityum's Website, which governs how Identityum collects, processes, uses and shares Users' Personal Data.

"Business Days" means Monday to Friday, excluding days designated as non-working days in Croatia pursuant to the applicable Act on Holidays, Memorial Days and Non-Working Days in the Republic of Croatia.

"Business Hours" means the hours between 09:00 and 17:00 on each Business Day.

"Agreement" means the legal agreement between Identityum and the User and includes these General Terms and Conditions, the Privacy Policy and any additional terms and conditions for other services separately accepted and contracted for by the User.

"Services" means the account information services ("Fincheck") provided by Identityum to the User and covered by this Agreement.

"Force Majeure" means an extraordinary circumstance arising beyond the control of the parties after the conclusion of the Agreement, which could not have been foreseen at the time the Agreement was concluded, such as fire, flood, explosion, accident, war, strike, embargo, civil unrest or similar events.



2. GENERAL PROVISIONS

- 2.1. These General Terms and Conditions, together with the Privacy Policy, constitute a legally binding agreement between Identityum and the User in relation to the Service (hereinafter: the "Agreement"). The Agreement is concluded when, before using the Service, the User reads these General Terms and Conditions and the Privacy Policy and expressly accepts them by selecting the corresponding checkbox: "I accept these General Terms and Conditions of the Account Information Service and the Privacy Policy".
- 2.2. The Service as defined in these General Terms and Conditions includes:
 - collecting information from the User's payment account, such as: first name and surname, Personal Identification Number (OIB) (if available as part of the payment account information), account number, contact details (address and similar details, if available as part of the payment account information), and information on payment transactions associated with that account, such as booking date, description, payer, payee and transaction amount;
 - structuring and categorising the information collected and compiling it into reports and aggregate indicators which, with the User's consent, are delivered to third parties designated by the User.
- 2.3. The Agreement sets out all the terms under which Identityum will provide the Service to the User. In particular, the Service is provided with the User's explicit consent, as described in Articles 2.1 and 2.4 of these General Terms and Conditions, and Identityum is authorised to access only the information specified in Article 2.2 of these General Terms and Conditions. It is expressly stipulated that Identityum must not request or access sensitive payment account data as defined in Article 1 of these General Terms and Conditions. Identityum shall use, access and store the information referred to in Article 2.2 of these General Terms and Conditions solely for the purpose of providing the Service and in accordance with the Privacy Policy. With regard to the User's personalised security credentials, Identityum undertakes to ensure that they are not accessible to any person other than the User and the issuer of the credentials, and to transmit them through safe and efficient channels within the communication session, in accordance with the provisions of the Payment System Act.
- 2.4. The User must accept the General Terms and Conditions and the Privacy Policy for the Agreement to enter into force and to be able to use Identityum's Service. Accordingly, the User will not be able to use the Service until they select, in accordance with Article 2.1, the checkbox "I accept these General Terms and Conditions of the Account Information Service and the Privacy Policy", thereby confirming that they have read the General Terms and Conditions and the Privacy Policy, expressly accepted them and consented to the provision of the Service. By doing so, the User also confirms that Identityum has provided all the necessary information before the conclusion of the Agreement, in accordance with Article 23(2) of the Payment System Act.
- 2.5. In particular, before accepting the General Terms and Conditions and the Privacy Policy as specified in Articles 2.1 and 2.4, the User will be able to download the text of the General Terms and Conditions and the Privacy Policy as a PDF file onto the hard drive of the device used to access the Service. Following the conclusion of the Agreement, Identityum undertakes to send these documents in PDF format to the email address designated by the User for this purpose in accordance with Article 5 of these General Terms and Conditions and Article 23(3) of the Payment System Act.
- 2.6. Identityum may use third parties as partners to provide the Service to the User as set out in these General Terms and Conditions and the Privacy Policy.



3. USER RIGHTS AND OBLIGATIONS

- 3.1. The User must be at least 18 years of age to use the Service.
- 3.2. The Service is always free of charge for Users, regardless of how or how frequently it is used. Identityum charges its partners a fee based on Users' use of their financial services or products.
- 3.3. Users may access and use the Service only personally, and this right may not be transferred to any other person or entity, whether by the User or by anyone else. Use of the Service by any person other than the User is prohibited, and the User shall notify Identityum of any unauthorised use and/or security breach as soon as the User becomes aware of it.
- 3.4. The User agrees to provide Identityum with accurate information and not to misrepresent their identity or user information.
- 3.5. The User may access and use the Service solely for lawful purposes.
- 3.6. The User is solely responsible for protecting the confidentiality of their personal security information, in particular their personalised security credentials. To this end, the User undertakes to take all reasonable measures to protect the credentials issued to them and to safeguard their means of identification/authentication and their own devices used to access the internet, so as to prevent damage, loss, theft or misuse. The User shall immediately, without delay, notify Identityum at support@identityum.com and request that the Service be blocked in the event of any loss, theft, known or suspected misuse of a means of authentication or personalised security credentials; any knowledge or suspicion that an unauthorised person has obtained the User's personalised security features; or any knowledge or suspicion that an unauthorised person has had access to the Service and/or a credential.
- 3.7. The User shall not:
 - use any robot, spider, scraper, deep link or other similar automated data collection or extraction tool, program, algorithm or methodology to access, acquire, copy or monitor the Service or any part of it;
 - use or attempt to use any engine, software, tool or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the browser and search engine available through the Service and other generally available third-party internet browsers (such as Internet Explorer);
 - upload or transmit any file containing viruses, worms, Trojan horses or any other destructive features, or which otherwise interferes with the proper operation of the Service; or
 - attempt to decipher, decompile, disassemble or reverse engineer any software comprising or in any way forming part of the Service.

4. THIRD-PARTY PARTNERS

- 4.1. The Service may contain links to and resources from third-party partners' websites. The use of third-party products or services is governed by the terms of service of the relevant third party. The content and operation of third-party products and services are beyond Identityum's control, and Identityum is therefore not and cannot be held responsible for products and services provided to the User by third parties.

5. NOTICES AND ALERTS

- 5.1. All necessary notices will be sent to the User electronically at the email address provided by the User to Identityum.



- 5.2. The User shall notify Identityum of any changes to the User's information, in particular their email address. If the User fails to do so, Identityum will not be able to deliver relevant alerts or notices.
- 5.3. The primary language of communication between the User and Identityum is Croatian. However, where available, Identityum will communicate with the User in the official language of the User's country of residence.
- 5.4. In the event of suspected or actual fraud or a security threat when using the Service, Identityum may immediately suspend the provision of the Service and shall notify the User without delay by email or by text message to the mobile number verified by the User when first using the Service, or of any change to which the User has notified Identityum in accordance with Article 5.2 of these General Terms and Conditions.

6. *PRIVACY AND PERSONAL DATA*

- 6.1. The collection and use of the User's Personal Data during the provision of the Services are described in detail in Identityum's Privacy Policy, which forms part of the Agreement between the User and Identityum. The Privacy Policy is available here (<https://identityum.com/terms-policies/>)
- 6.2. By accepting these Terms and Conditions, the User confirms that they have read and accepted the Privacy Policy.

7. *COMPLAINTS PROCEDURE*

- 7.1. If the User considers that, in providing the Service, Identityum has breached or failed to fulfil its obligations under Titles II and III of the Payment System Act or under the Agreement, the User may submit a written complaint to Identityum by post to: Identityum, Trogirska ulica 2, Varaždin, Croatia, or by email to: support@identityum.com.
- 7.2. The User shall include the following in the complaint:
 - the complainant's personal details (first name and surname, Personal Identification Number (OIB);
 - a detailed description of the event to which the complaint relates (a description of all facts and circumstances, including the date of the event), together with any documentation and evidence available to the User that substantiates the complaint;
 - the User's contact details;
 - the postal or email address to which the response should be sent, if different from the address referred to in Article 5 of these General Terms and Conditions.
- 7.3. If the User submits a complaint containing incomplete information, Identityum may request that the User supplement the complaint.
- 7.4. Identityum shall provide the User with a final response addressing all issues raised in the complaint within 10 (ten) days of receipt of the complaint, by email to the address specified in Article 5 of these General Terms and Conditions or to the address specified in the complaint itself.
- 7.5. Exceptionally, if Identityum is unable to respond to the complaint within the period specified in Article 7.4 of these General Terms and Conditions for reasons beyond its control, Identityum shall, within that period, send the User an interim response stating the reasons for the delay and the deadline by which Identityum will provide a response to the complaint. That deadline shall not exceed 35 (thirty-five) days from the date of receipt of the complaint.
- 7.6. If the User or any other person with a legal interest considers that, in providing the Service, Identityum has breached or failed to fulfil its obligations under Titles II and III of the Payment System Act, that person may lodge a complaint against Identityum with the Croatian National Bank as the competent authority. The complaint will be handled in accordance with the provisions of the Payment System Act.



- 7.7. In its final response to the complaint, Identityum shall inform the User of the right referred to in Article 7.6 of these General Terms and Conditions.

8. SERVICE AVAILABILITY

- 8.1. The User's access to and use of the Service may occasionally be interrupted for various reasons, including equipment failure, periodic maintenance, updates or repairs to the Service, or other actions that Identityum may take at its discretion.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The content of the website at www.identityum.com (hereinafter: the "Website"), including text, graphics, images, logos and icons, photographs, editorial content, notices, software and other material, is protected by copyright, trade marks and other intellectual property rights. The content of the Website and all Intellectual Property Rights in the Service belong to or are validly licensed to Identityum. Identityum grants the User only the right to view and use the Service in accordance with these General Terms and Conditions. Accordingly, the User may download or print a copy of the information provided through the Service solely for their own personal, internal and non-commercial purposes. Any distribution, reprinting or electronic reproduction of any content of the Service, in whole or in part, for any other purpose is expressly prohibited without Identityum's prior written approval.

10. DISCLAIMER OF WARRANTIES

- 10.1. The content and all services and products associated with or provided through the Service are provided to the User on an "as is" and "as available" basis. Identityum makes no express or implied warranties of any kind regarding the content and/or operation of the Service. Identityum also makes no express or implied warranties regarding the accuracy, reliability or completeness of the content of the Service and expressly disclaims any warranties of fitness for a particular purpose. Identityum does not warrant that content available through the Service is free from viruses or other code or computer programming routines with destructive properties or intended to damage any system, data or Personal Data.

11. LIABILITY AND LIMITATION OF LIABILITY

- 11.1. Identityum is liable to the User for the performance of the obligations assumed under the Agreement, in accordance with applicable law. In particular, Identityum holds professional indemnity insurance covering its liability to account servicing payment service providers or the User arising from unauthorised or fraudulent access to a payment account, or unauthorised or fraudulent use of payment account information.
- 11.2. To the extent permitted by law and Article 11.1 of these General Terms and Conditions, Identityum shall not be liable to the User or any third party, whether in contract, warranty or tort (including negligence), for any loss of revenue, business, profits, contracts, anticipated savings or data, and/or for any special, indirect or consequential damage arising wholly or partly from the User's access to the Service, the User's use of the Service or this Agreement, unless such damage results from Identityum's wilful misconduct or gross negligence. In all other cases, Identityum's liability for damages shall be limited to EUR 500.00 (five hundred euros), unless otherwise provided by law.



12. TERMINATION OF THE AGREEMENT

- 12.1. This Agreement is concluded for an indefinite term.
- 12.2. The User may terminate this Agreement at any time without a notice period by sending an email to support@identityum.com stating their personal details (first name and surname). For security reasons, Identityum will confirm the termination with the User by email before the Agreement ends, after which the User's account information will be removed in accordance with and as explained in the Privacy Policy.
- 12.3. Identityum may terminate the Agreement with the User at any time by sending notice to the email address provided by the User, subject to a notice period of 2 (two) months.
- 12.4. Either party may terminate this Agreement without a notice period by email to the email addresses referred to in Articles 12.2 and 12.3, with termination taking effect upon the sending of the email, if:
- the other party breaches any provision of this Agreement and fails to remedy that breach within 15 (fifteen) days of receipt of written notice of the breach of its contractual obligation;
 - the provision of the Service to the User is or becomes unlawful.

13. AMENDMENTS TO THE AGREEMENT

- 13.1. Identityum may unilaterally propose to the User amendments to the Agreement, namely to the provisions of these General Terms and Conditions and the Privacy Policy, at least 2 (two) months before the intended effective date of such amendments.
- 13.2. Identityum shall send the proposed amendments referred to in the preceding paragraph of this Article to the email address designated by the User for this purpose in accordance with Article 5 of these General Terms and Conditions. The amended text of the General Terms and Conditions and the Privacy Policy shall be attached to that notice.
- 13.3. If, by the proposed effective date of the amendments to the Agreement, the User has not notified Identityum in writing at support@identityum.com that they do not accept the proposed amendments, the User shall be deemed to have accepted them.
- 13.4. If the User does not accept the proposed amendments to the Agreement and notifies Identityum in writing in accordance with Article 13.3 of these General Terms and Conditions, the User may terminate the Agreement with effect from any date before the effective date of those amendments.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1. The parties agree that this Agreement and its interpretation shall be governed by the laws of the Republic of Croatia, expressly excluding its conflict-of-laws rules.
- 14.2. Identityum and the User shall endeavour to resolve amicably any disputes arising in connection with this Agreement. If this is not possible, the parties agree that such disputes shall be subject to the jurisdiction of the court having subject-matter jurisdiction for the location of Identityum's registered office.
- 14.3. In addition to the dispute resolution method described above, the User and Identityum may submit a request for mediation to the Mediation Centre at the Croatian Chamber of Economy, with its seat in Zagreb, Rooseveltov trg 2, website: <https://www.hgk.hr/centar-za-mirenje/o-centru-za-mirenje>, or to any other body competent for the alternative resolution of consumer disputes.
- 14.4. Identityum shall participate in any alternative consumer dispute resolution procedure initiated by the User in accordance with Article 14.3 of these General Terms and Conditions.



- 14.5. In the event of a dispute between Identityum and the User, Identityum shall prove that it has fulfilled its obligations to provide the User with information about the Service as prescribed by Title II of the Payment System Act and by these General Terms and Conditions.

15. MISCELLANEOUS

- 15.1. If any provision of these General Terms and Conditions is subsequently found to be null and void, this shall not affect the validity of the remaining provisions of these General Terms and Conditions.
- 15.2. This Agreement constitutes the entire agreement between Identityum and the User and supersedes all prior oral or written agreements relating to its subject matter.