

# BUSINESS TERMS AND CONDITIONS FOR THE PROVISION OF PAYMENT SERVICES

**UniCredit Bank**

**Czech Republic and Slovakia, a.s.,  
pobočka zahraničnej banky**

## PART ONE

### GENERAL PROVISIONS

#### Article 1

##### Basic Provisions

1. This document constitutes Business Terms and Conditions of UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 – Michle, Registration No.: 649 48 242, registered with the Companies Register of the Municipal Court in Prague, section: B, Insert No.: 3608, branch: UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky (foreign bank branch), Šancová 1/A, 813 33 Bratislava, Registration No.: 47 251 336, registered in the Companies Register of Municipal Court Bratislava III, Section: Po, Insert No.: 2310/B (hereinafter referred to as “the Bank” or “Payment service provider”) in compliance with the provisions of Section 273 of the Commercial Code, Section 37(1) of the Act on Banks and some provisions of the Act on Payment Services.
2. These Business Terms and Conditions govern the legal relationships between the Bank and Bank’s customer, in particular an Account Owner and other persons entering into legal relationships with the Bank in relation to the provision of payment services.

#### Article 2

##### Definitions of Basic Terms

The capitalised terms provided in this Article and used in these Business Terms and Conditions, in contracts or documentation related to contracts shall have the meaning defined herein, unless expressly ruled out in such contracts. Other terms used in these Terms and Conditions are defined and used with uppercase or lowercase initial letters in the Bank’s General terms and conditions for conducting banking transactions.

**Authorization** shall mean consent of the Payer to the performance of Payment Transaction in the way and form agreed. The Payer also confirms by his consent that he has acquainted himself with the relevant information relating to the performance of Payment Transaction before authorization of the Payment Transaction.

**BBAN (Basic Bank Account Number)** shall mean the basic form of a bank account number; in the case of banks seated in the territory of the Slovak Republic, it is a maximum 16-digit number (maximum 6 characters for prefix and maximum 10 characters of the account number; The Bank uses the basic form of the bank account number without pre-fix.

**BIC (Bank Identifier Code)** or also Bank’s Swift Code shall mean an international Bank code; 8 or 11 alphanumeric signs, which identify the bank unequivocally.

**Cross-Border Payment Transaction** or also **Cross-Border Payment** shall mean a cashless transfer of money: a) in EUR, executed

1. from a Payment Account maintained with the Bank to an account maintained with another bank seated outside the territory of the Slovak Republic which does not meet the SEPA payment requirements;
2. to a Payment Account maintained with the Bank from an account maintained with another bank seated outside the territory of the Slovak Republic which does not meet the SEPA payment requirements;

b) in foreign currency carried out

1. from a Payment Account maintained with the Bank to an account maintained with another bank seated both in and outside the territory of the Slovak Republic;
2. to a Payment Account maintained with the Bank from an account maintained with another bank seated both in and outside the territory of the Slovak Republic;

**CID (Creditor Identifier)** shall mean a unique identifier of Beneficiary; assignment of the CID is a condition for the performance of SEPA Direct Debit by means of Direct Debit Payment Orders; in the territory of the Slovak Republic, Beneficiaries are assigned CIDs by the National Bank of Slovakia, namely by means of the Beneficiary’s bank.

**Cut-off time** shall mean the time until when the Bank accepts or receives Payment Orders and other Instructions and payments and until when the Bank performs payments with Settlement Date (i.e. value date) on the day of receipt of the Payment Order. The Bank is processing accepted or received Payment Orders or other Instructions and payments during the entire banking day. The Bank is Publishing single Cut-Off Times in its Business Premises and on its web site.

**Settlement Date** shall mean the moment when the Bank receives the Payment Order, where the Payment Order was submitted directly by the Payer, indirectly by the Beneficiary or through the Beneficiary, i.e. the day when the Payment Transaction is to be made, namely debited from the Payer’s Payment Account and when all conditions required by the Payer’s bank for performance of the Payment Transactions have been met, and if the Settlement Date is specified in the Payment Order. If the moment of receipt of the Payment Order is not a banking day or if the Payment Order is submitted to the Bank after the Cut-Off Time, the Bank considers the Payment Order to be received on the next banking day. If the Payer and the Bank

agree that the Payment Order will be carried out on the determined day or at the end of a certain period (e.g. Payment Order with future maturity, Payment Order for recurring payments) or if the Payer provides the Bank with finance for the performance of the Payment Order, such an agreed day shall be deemed to be the moment of receipt.

**Voluntary Payment of Execution** shall mean a payment, which the customer makes from credit funds that are blocked on his account based on an order to commence execution by debiting claim from an account maintained with the Bank. Voluntary payment of tax execution from blocked funds can only be made with consent of the tax administrator. In the case of execution of a decision ordered by court, the law does not allow voluntary payments from blocked funds and, therefore, the Bank cannot make such payments. The Bank shall only perform voluntary payment of execution based on a Credit Transfer Payment Order in paper form submitted at the Bank's Business Place. If "EXECUTION" is not stated in the part of the Credit Transfer Payment Order intended for supplementary data, the payment can only be processed as a standard Payment from Own Funds.

**European Economic Area** or also **EEA** shall mean the integration grouping of Member States of the European Union and Member States of the European Free Trade Association. EEA is aimed at implementing four freedoms, in particular the freedom of movement of persons, services, goods and capital.

**EUR** is an international alphabetical code of a tender created from the first three letters of its name pursuant to ISO 4217 standard; it is the abbreviation of the currency Euro.

**Funds** shall mean:

- a) banknotes and coins used as money for payments in cash;
- b) money in a cashless form in case of cashless payments.

**Flash Payment** shall mean a Cross-Border Payment made within banks of the UniCredit Group in the currency EUR or in a local currency of the country of Beneficiary's bank; no conversion of currencies takes place.

**IBAN** (International Bank Account Number) is an international form of an account number, which consists of not more than 34 characters; every country has IBAN with individual number of characters.

**Direct Debit** shall mean a Payment Transaction in the currency EUR when the sum of the payment is debited from the Payer's Account; the Payment Order is submitted to the Bank by the Beneficiary.

**One-Off Cash Payment** shall mean:

- a) Deposit of Funds in cash to the Payment Account, account of the Bank; the Deposit is made in the Bank and the Payer hasn't concluded with the Bank a contract on Account to which the Deposit is to be made, is not authorized by the Payment Account owner in the Specimen Signature or by any other written authorization to make the Deposit, or he will represent during performance of the Deposit that the Funds used for making the deal are in his own possession;
- b) withdrawal of Funds in cash from an account of the Bank; the withdrawal is made in the Bank and the Beneficiary hasn't concluded with the Bank a contract on the Account from which the withdrawal is to be made.

Only a Consumer can make One-Off Cash Payment in the Bank.

**One-Off Transfer to Beneficiary's Account** shall mean a transfer of money to the beneficiary's payment account maintained with the beneficiary's bank; and the transfer is made according to a contract on the provision of one-off payment service concluded upon request of the Payer through means of remote communication at another person that allows that on the basis of a contract with the Bank (in this context hereinafter referred to also as "the contractor"), namely up to the amount not exceeding the sum for which the Bank is not obliged to request demonstration of Payer's identity (€2,000). The transfer is carried out on the basis of a bar code containing data needed for the execution of the transfer; the bar code is provided in post remittance, invoice or in other paper document issued by the beneficiary for the purpose of payment (in this context hereinafter referred to also as "the invoice"), where such document has been electronically scanned by means of a device intended for that purpose and located at the contractor in the contractor's business place, after payment of the sum of transfer and fee for the Bank for the payment service provided by the contractor, namely payment in cash or by means of a payment card through an electronic payment terminal, and during the contractor's business hours, and without the use of the Payer's Payment Account maintained with the Bank.

**Bank Code** shall mean a combination of 4 numerical characters or not more than 6 alphabetical characters, which clearly identify a bank seated in the territory of the Slovak Republic.

**Mandate** shall mean a written agreement between the Payer and Beneficiary regarding payment of the Payer's obligations towards the Beneficiary in the form of SEPA Direct Debit; the Mandate must contain the following data: Mandate Reference, name/business name and address of the Payer, Payer's Payment Account number, name/business name and address of the Beneficiary, Beneficiary's CID, type of Direct Debit (CORE/B2B), frequency of the Direct Debit (one-off/recurring), place and date of signing of the Mandate.

**Maximum Permitted SEPA Direct Debit Limit** determines the maximum amount of a single payment by means of SEPA Direct Debit and expresses the maximum amount of expenditures the Payer anticipates in relation to payments for the given service.

**The maximum permitted limit of Instant Payment** determines the maximum amount for Instant Payment according to the rules of the European Payments Council (EUR 100,000) and the daily limit of Instant Payment amounts or the limit of the amount for Instant Payment agreed between the Bank and the Payer or another limit set by the Bank for Instant Payments, but only up to the amount of limits per account, transfer, user or daily limit according to Electronic Banking Services.

**Maximum Amount of All SEPA Direct Debits** shall mean the sum of all amounts of single payments by means of SEPA Direct Debit that can be made from the Payer's account during validity period of the consent to SEPA Direct Debit granted to the Bank by the Payer. Once that amount is reached, the consent to SEPA Direct Debit shall automatically expire.

**Maximum Number of SEPA Direct Debits** determines the total number of SEPA Direct Debits that can be made from the Payer's account during validity period of the consent to SEPA Direct Debit granted to the Bank by the Payer. Once the last Direct Debit is carried out, the consent to SEPA Direct Debit shall automatically expire.

**Instant Payment** is a payment operation in EUR executed between a Payment Account maintained at the Bank and a Partner's Payment Account maintained at the Bank or a partner's account at another bank that has joined the Instant Payments payment scheme in SEPA. The payment order for Immediate Payment is submitted to the Bank by the Payer through Electronic Banking Services, if its submission is allowed. Mass electronic Payment order (import pain.001) is not possible for Immediate payments.

**Payer** shall mean, for the purposes hereof, the owner of the Payment Account from which money will be debited during performance of Payment Transaction; the Payer gives consent to the Bank to execution of the Payment Order. The Payer shall also mean any natural person who is depositing money to the Payment Account in cash.

**Payment Transaction** shall mean a Deposit in cash, withdrawal in cash, one-off payment in cash and cashless payment made within the framework of Payment Services upon the Payer's or Beneficiary's instruction given to the Bank.

**Payment operation within the SR** or also **Payment within the SR** shall mean a cashless transfer of money:

- a) in EUR or in a foreign currency made between accounts within the Bank;
- b) in EUR (SEPA payment) made
  1. from a Payment Account maintained with the Bank to an account in other bank seated in the territory of the Slovak Republic;
  2. from an account in other bank seated in the territory of the Slovak Republic to the Payment Account maintained with the Bank.

**Payment Order or also Order** shall mean an unconditional and clear instruction of the Payer or Beneficiary to make Payment Transaction placed with the Bank in the way agreed in paper form on a form or in electronic form by means of the selected Mean of Payment.

**Payment Service** shall mean:

- a) Deposit in cash, i.e. Deposit of Funds in a form of banknotes and coins to the Payment Account maintained with the Bank and performance of all acts related; the Deposit is made in the Bank, namely by the owner of the Payment Account or by a person authorized by the Payment Account owner in the Specimen Signature to the Payment Account or in any other authorization or by a person who does not represent when making the Deposit that the Funds used for making the deal are in its own possession;
- b) withdrawal in cash, i.e. withdrawal of Funds in the form of banknotes and coins from the Payment Account maintained with the Bank and performance of all acts related; the withdrawal is made in the Bank, namely by owner of the Payment Account or by a person authorized in the Specimen Signature to the Payment Account;
- c) One-Off Cash Payment to the Payment Account maintained with the Bank or to an account maintained with other bank, to or from an account of the Bank and performance of all acts related;
- d) cashless payment from or to the Payment Account maintained with the Bank, and performance of all acts related. Cashless payment can be carried out in the form of Credit Transfer or Direct Debit; e) One-Off Transfer to Beneficiary's Account

**Payment Initiation Service** shall mean the submission of a payment order upon the Payment Services User's instruction in relation to the Payment Account available online via the Internet and maintained with another payment services provider.

**Mean of Payment** shall mean a personalized equipment or a set of procedures agreed between the Payment Services User and the Bank by means of which the Payment Services User submits Payment Orders to the Bank; there is considered a payment card or various payment applications of electronic banking.

**Payment Account** shall mean a Current Account or any other account maintained with the Bank in the first name and surname, if natural person, business name or name, if legal entity, of one or several Payment Services Users; the Payment Account is used for the performance of Payment Transactions.

**Fee Instruction BEN** shall mean that the Beneficiary shall pay all fees of banks.

**Fee Instruction OUR** shall mean that the Payer shall pay all fees of banks (of the Payer's bank, Beneficiary's bank, of other correspondent banks).

**Fee Instruction SHA** shall mean that the bank fees are shared between the Payer and Beneficiary, the Payer pays the fee of his bank and the remaining fees are paid by the Beneficiary.

**Payment Services User** shall mean the owner of the Payment Account who is using Payment Services as a Payer or Beneficiary, where the Payer and Beneficiary can be the same person.

**Beneficiary** shall mean the owner of the Payment Account who is beneficiary of money representing the Payment Transaction. In addition, any natural person that receives Funds in cash paid in the Bank from the Bank's account is Beneficiary.

**Mandate Reference** or also **Unique Mandate Reference** or also abbreviation **UMR** shall mean SEPA Direct Debit Mandate's unique identification determined by the Beneficiary and notified by the Beneficiary to the Payer upon signing of the Mandate.

**Payment Reference** or also **End-to-End Reference** or also abbreviation **E2E** shall mean information, in the case of SEPA Credit Transfer placed by the Payer and in the case of SEPA Direct Debit placed by the Beneficiary, which has to be delivered by means of the Payer's bank and Beneficiary's bank to the counterparty for the purpose of more specific identification of the payment.

**Complaint** shall mean a request of the Payment Services User for examination of an unauthorized Payment Transaction or of an authorized Payment Transaction, which has not been carried out or has been carried out incorrectly by the payer's bank, mediating bank or by the beneficiary's bank.

Quick payment (or also Urgent Payment) shall mean a certain type of Credit Transfer with special processing deadlines and price conditions, which are Published by the Bank.

**Quick Payment through TARGET2** (or also **Urgent Payment through TARGET2**)

shall mean a certain type of Credit Transfer with special processing deadlines and price conditions, which are Published by the Bank. This Payment is processed through the TARGET2 payment system and may be directed exclusively to a bank also participating in TARGET2.

**SEPA** is the abbreviation for "Single Euro Payments Area", i.e. a single area for payments in EUR.

**SEPA Direct Debit** shall mean a Payment Transaction in the currency EUR when the sum of the payment is debited from the Payer's Account and the Payment Order is placed by the Beneficiary by means of his bank that joined SEPA. Both the Payer's Account and the Beneficiary's account have to be maintained in the currency EUR. Payment by SEPA Direct Debit is conditioned by Mandate granted by the Payer to the Beneficiary. SEPA Direct Debit can have the form of SEPA Direct Debit for Consumers or SEPA Direct Debit Business-to-Business.

The standards, rules and procedures for the area of SEPA Direct Debits are laid down in the documents issued by the European Payments Council (SEPA Direct Debit Scheme Rulebook).

**SEPA Direct Debit – for Consumers or also as CORE** the Beneficiary of the SEPA Direct Debit can be a natural person - citizen, natural person - entrepreneur and legal entity; the Payer of the SEPA Direct Debit can be a natural person - citizen, natural person - entrepreneur and legal entity.

**SEPA Direct Debit – for Businesses** or also as **Business-to-Business**, abbreviation **B2B** the Beneficiary of the SEPA Direct Debit can be a natural person - citizen, natural person - entrepreneur and legal entity; the Payer of the SEPA Direct Debit can only be a natural person - entrepreneur and legal entity. The Bank performs customers' SEPA Direct Debits for B2B scheme only towards customers of the banks, which are registered for the scheme.

**SEPA Credit Transfer** shall mean a Payment Transaction in the currency EUR made between an account maintained with the Bank and an account of counterparty maintained with the Bank or another bank that did not join SEPA. The Payer submits Payment Order for SEPA Credit Transfer. The Payer's Account or Beneficiary's account does not need to be maintained in the currency EUR.

The standards, rules and procedures for the area of SEPA Credit Transfers are laid down in the documents issued by the European Payments Council (SEPA Credit Transfer Scheme Rulebook).

**Electronic banking services** are services agreed between the Bank and the client on the basis of the relevant contracts for the provision of electronic banking services.

**Consumer** shall mean, for the purposes hereof, a natural person who does not act within its employment, occupation or business during conclusion and performance of the Contract the subject matter of which is provision of Payment Services. The Bank does not consider any legal entity or natural person – entrepreneur to be a Consumer, including the case that such a person employs less than ten people and has annual turnover or total annual balance value of less than €2,000,000.

**TARGET2** shall mean a payment system, abbreviation for “Trans-European Automated Real-time Gross settlement Express Transfer system”. This payment system serves to participating banks to settle payments in EUR currency in real time.

**Standing Order** shall mean an order for recurring payments from the Payer’s account to the same Beneficiary which are payable within the determined deadline. Standing Order is:

- a) **Standing Order for Credit Transfer** – an order for recurring payments in fixed amount; or
- b) **Standing Order for Sweeping of Balance (SWEEP)** – an order for regular transfers of a sum in excess of the determined limit of balance on Payment Account or transfers of the entire balance on the Payment Account.

**Credit Transfer** shall mean a Payment Transaction when Funds are debited from the Payer’s account or deposited by the Payer in cash and subsequently credited to the Beneficiary’s account or paid to the Beneficiary in cash. In the case of Credit Transfer, the Payer submits the Payment Order to the Bank.

**Exchange Rate** shall mean the exchange rate used by the Bank for conversion between foreign currency and EUR. The Exchange Rate is determined for every currency in which the Bank performs Payment Services. If the Bank does not determine Exchange Rate for the relevant currency and Payment Service, the Payment Service is not provided in that currency. The value “buy” expresses the quantity of foreign currency the Customer will pay for one Euro.

**Foreign Bank** shall mean a bank of the Beneficiary or a bank of the Payer or a correspondent bank being the mediating bank in relation to sending a Cross-Border Payment between the Bank and the bank of Beneficiary or Payer.

**Act on Payment Services** shall mean Act No. 492/2009 Coll. on Payment Services and on Amendments and Supplements to Certain Acts.

**Balance** on the Customer’s Current Account can be expressed as: a) **the Current Balance or also CB**

i.e. balance of money on the Customer’s Current Account in the given moment. The balance does not include the sum of authorized overdraft; the sum of blocked money the Customer cannot dispose of is not deducted from the balance.

b) **Disposable Balance or also DB**

i.e. balance of disposable money on the Customer’s Current Account in the given moment. The balance includes the sum of authorized overdraft; the sum of blocked money the Customer cannot dispose of is deducted from the balance.

c) **Own Funds or also OF**

i.e. balance of disposable money on the Customer’s Current Account in the given moment. The balance does not include the sum of authorized overdraft; the sum of blocked money the Customer cannot dispose of is deducted from the balance. If the OF has negative value, the negative value shall be stated.

## 2. Interpretation Rules

In these Business Terms and Conditions, unless otherwise implied by the context:

- a) titles of Articles are provided for convenience only and they have no influence on the interpretation of these Business Terms and Conditions;
- b) singular shall include plural and vice versa;
- c) references to Articles and Sections are references to Articles and Sections of these Business Terms and Conditions.

## PART TWO

### PERFORMANCE OF PAYMENT TRANSACTIONS

#### Article 3

##### General Conditions

1. The Bank provides Payment Services and performs Payment Transactions in compliance with the Act on Payment Services and other generally binding legal regulations, relevant Contract, as well as the business usage applied in the banking sector.
2. Unless otherwise implied by the Contract on Current Account concluded between the Bank and the Payment Services User, the Payer’s Current Account is intended for the performance of Payment Transactions; such an account is at the same time the Payment Account and the Contract on Current Account represents a Framework Agreement at the same time.
3. The Bank performs Payment Transactions based on a Payment Order submitted to the Bank by the Payer or Beneficiary directly or through a Payment Initiation Services provider for the purpose of transfer of money to the debit of the Payer and to the credit of the Beneficiary.
4. In case the client submits a SEPA Payment Order to the Bank and the bank of the Beneficiary is seated in an EEA country and has not acceded to SEPA, the Bank shall carry out such Payment Order as a Cross-Border Payment. In such case, the fees and processing periods are subject to the SEPA Payment Regime.

5. The Payer or the Beneficiary shall be responsible for complete, accurate and true data in Payment Orders addressed to the Bank and for their compliance with generally binding legal regulations, Contract on Current Account and these Business Terms and Conditions.
6. If the Payment Order has a form of bulk Payment Order, it may only contain Payment Orders within the SR with the same Settlement Date.
7. In the case of a Standing Order, the Payer is also obliged to agree with the Bank on maturity of individual Credit Transfers.
8. The Bank will only provide the Beneficiary with the payment service of SEPA Direct Debit if agreed so between the Beneficiary and the Bank in writing and in advance. The written agreement shall also contain the conditions for providing this service. By virtue of Payer's entitlement to be refunded the sum of the executed SEPA Direct Debit, the Beneficiary undertakes that in the case of cancellation of the Beneficiary's account in the moment of maturity of the Payer's entitlement the Beneficiary will pay the Bank the sum corresponding with the executed SEPA Direct Debit in the way agreed with the Bank.
9. If the Payer grants consent to execution of Payment Transaction to the Bank, the Bank considers the Payment Transaction to be authorized.
10. The Payer can grant the Bank the consent to execution of Payment Transaction:
  - a) by signing of a paper form of the Payment Order in compliance with the Specimen Signature to the Payment Account, namely in compliance with the GBT&C;
  - b) in any other way (e.g. identification code); in such a case the form of the grant of consent to the Bank is agreed in the relevant Contract between the Payer and the Bank, namely depending on the way of submitting Payment Orders (for instance, electronic banking, payment cards).
  - c) through a Payment Initiation Services provider.
11. If there is considered a SEPA Direct Debit, the Payer must give his Mandate to the Beneficiary.
12. In addition to the Payer's Mandate granted to the Beneficiary, also consent (permit) of the Payer granted to the Bank is a condition for the execution of SEPA Direct Debit. The Payer shall give the Bank his consent (permit) for execution of SEPA Direct Debit from his Account:
  - a) to the credit of the account of any Beneficiary, i.e. the Payer's Account is open for SEPA Direct Debit;
  - b) to the credit of any account of the particular Beneficiary, i.e. the Payer's Account is conditionally open for SEPA Direct Debit.
13. The consent (permit) for Direct Debit performance granted by the Payer to the Bank before 1 February 2014 shall remain valid according to the agreed terms and conditions. The Payer can only change in the consent (permit) the amount of the Maximum Permitted Direct Debit Limit. In the case of a request for supplementation of the conditions valid for SEPA Direct Debit, the consent (permit) for Direct Debit performance has to be cancelled and a new consent (permit) for SEPA Direct Debit performance has to be placed.
14. If the Payer who is not Consumer grants the Bank consent to SEPA Direct Debit performance and the SEPA Direct Debit is carried out according to his consent (permit), then the Payer shall not be entitled to be refunded money, including the case that the particular sum of Direct Debit is not determined in the time of grant of the Mandate to the Beneficiary and the sum of the Direct Debit exceeds the sum that could be reasonably expected by the Payer.
15. If the Payer does not grant the Bank the consent (permit) for SEPA Direct Debit performance, it shall be deemed by the Bank that the Payer's Payment Account is closed for SEPA Direct Debit and the Bank shall refuse to perform SEPA Direct Debit.
16. The conditions for SEPA Direct Debit performance shall not apply to the payment of contractually agreed commitments of the Payer towards the Bank; the payment conditions are determined in their mutual agreement.
17. If a Payment Services User who is not Consumer denies that he has authorized the performed Payment Transaction and the Bank records use of the Mean of Payment, then the use of the Mean of Payment shall represent a sufficient proof that the Payer has authorized the relevant Payment Transaction or caused its authorized performance.
18. A Payer who is Consumer can withdraw a Credit Transfer Payment Order submitted to the Bank, however, not later than on the banking day preceding the Settlement Date. The Bank shall notify the Cut-Off Time by Publication; the Credit Transfer Payment Order becomes irrevocable on the Settlement Date. A Payer who is not Consumer shall not be entitled to withdraw the Credit Transfer Order once it is submitted to the Bank.
19. Since the Settlement Date, the date when the Credit Transfer Payment Order becomes irrevocable, the Payer can only ask the Bank to mediate refund of the Payment from the Beneficiary's Bank. If the currency of the payment to be refunded is not identical with the currency of the Payer's Account, the Bank shall use for conversion the exchange rate valid on the day of refund of the payment.
20. The Beneficiary can withdraw a Direct Debit Payment Order submitted to the Bank, however, not later than on the banking day preceding the Settlement Date. The time during which the Direct Debit Payment Order can be withdrawn (Cut-Off Time) shall be notified by the Bank by Publication. The Direct Debit Payment Order becomes irrevocable on the Settlement Date.
21. If a Payment Order is submitted through a Payment Initiation Services provider, the Payer may not withdraw the Payment Order to perform such Payment Transaction once the Payment Order is sent or once the Payer gives his or her consent to the Payment Initiation Services provider to perform the Payment Transaction.
22. The Payer can refuse performance of SEPA Direct Debit not more than 10 banking days and at least 1 banking day before the Settlement Date of the SEPA Direct Debit. The Bank shall notify the Cut-Off Time by Publication.

23. A Payer who is Consumer can ask the Bank for refund of the sum of the performed SEPA Direct Debit within the deadline of 8 weeks after the day when the sum of the Direct Debit was debited from the Payer's account, namely not later than on the last banking day before expiry of the deadline. The Bank shall notify the Cut-Off Time by Publication.
24. In connection with fulfilment of the obligations pursuant to generally binding legal regulations, the Bank shall be entitled and obliged to refuse or postpone fulfilment of a Payment Order of a Payment Services User if the fulfilment of the Payment Order might be at variance with generally binding legal regulations or decisions of international organizations or other countries, for instance: a Payment Order addressed to a country subjected to international sanctions. The Payment Services User hereby acknowledges that a payment can also be returned or retained by another bank which will evaluate the Payment Order as unacceptable or which will refuse to carry out the Payment Order for other similar reasons.
25. If the Bank refuses to carry out Payment Services User's Payment Order which represents an instalment of loan, the Bank shall inform the Payment Services User thereof only by means of a Reminder – Call to Settle Obligation. The Bank shall be entitled to charge a Fee according to the valid Price List for the dispatch of such a reminder.
26. The Bank shall provide an Account Owner who is Consumer with information about the balance of money on the Payment Account and about performed Payment Transactions for the agreed calendar period, namely in the form of statements from the Payment Account sent within the deadlines and in the way agreed with the Account Owner in the Contract on Current Account. The Bank shall provide an Account Owner who is Consumer with statements from the Payment Account free of charge and at least once a month, unless otherwise agreed in the Contract on Current Account. The Bank charges fees for the provision of any additional or more frequent information, namely according to the valid Price List.
27. If the Bank maintains a Payment Account on which Funds are kept relating to a residential house administration of an owner of apartment or non-residential space (hereinafter referred to as the "Owner") which may be handled by the administrator or the association of owners pursuant to the Act No. 182/1993 Coll. as amended, it shall provide the owner at his request, even without the consent of the administrator or association of owners, free of charge, after proving his identity and submitting the extract from the title deed to the apartment or residential space, not older than three months and not having to be an extract intended for legal purposes, with information on the current balance of the available Funds and Payment Transactions carried out on such Payment Account for the period of previous six calendar months relating to the debiting of the Payment Transaction amount from such Payment Account. The Bank may provide the owner with the information according to the previous sentence even on a repeated basis, or for a different period, being entitled to charge fee for every following provision of such information.
28. The Bank shall inform the Payment Services User who is not Consumer about balance of money on account and about performance of Payment Transactions in the time and under the terms and conditions mutually agreed between them; the Bank shall be entitled to charge a fee for that service according to the valid Price List. The Bank shall not be obliged to inform the Payment Services User who is not Consumer about the amount of balance of his own funds according to the Act on Payment Services.
29. If the Bank cannot perform the received Payment Order, it shall notify this fact to the Payer or to the Beneficiary:
  - a) in the form and in the interval agreed with the Bank for delivery of information about performed Payment Transactions (except for incorrectly completed Payment Orders submitted in paper form on forms); and/or
  - b) without undue delay after the refusal to perform the payment, namely in the form agreed for delivery of information about performed Payment Transactions, unless otherwise specifically agreed between the Bank and the Payer. In the case of refusal to perform a payment for reasons on the part of the Payment Services User, the Bank charges a fee for that service according to the valid Price List.

## Article 4

### Conditions for the Performance of Cashless Payment Transactions

1. The Bank shall perform cashless Payment Transactions from the Payer's Payment Account and to the Beneficiary's Payment account by means of:
  - a) Payment Orders, namely:
    1. Payment Order for Credit Transfer (simple, bulk order), hereinafter referred to as "the Credit Transfer Payment Order";
    2. Standing Order (Standing Order for Credit Transfer, Standing Order for Sweeping of Balance (SWEEP);
    3. Payment Order for Direct Debit, hereinafter referred to as "the Direct Debit Payment Order";
  - b) cheque for settlement;
  - c) payment card.
2. The Payer or the Beneficiary shall submit the Payment Order to the Bank:
  - a) in the form of a documentary Payment Order on the forms of the Bank or on other suitable forms with the consent of the Bank; that shall not apply to the Direct Debit Payment Order, collective Payment order and for Immediate payments,
  - b) in the form of a data file on technical data media, namely on the basis of a written Contract concluded with the Bank beforehand;
  - c) in the way agreed in the relevant Contracts, for instance in the contract on the provision of electronic banking services or in the contract on the issuance and use of payment card.
3. Only the Payer (Payment Order) or Beneficiary (Direct Debit Order) or person authorized by the latter, either in the Specimen Signature to the Payment Account or according to contractual arrangements to the provided service of the selected Mean of Payment, shall be entitled to submit



(sign) Payment Orders to the Bank. In addition to the Payer and person authorized by the latter to submit (sign) Payment Orders, also the person authorized by the Payer to deliver documents shall be entitled to deliver a documentary Payment Order to the Bank.

4. The Bank shall accept Payment Orders:
  - a) in documentary form on forms - only during opening hours of the relevant Business Place of the Bank;
  - b) in electronic format – without any limitation.
5. The deadlines for handover of Payment Orders and the time during which Payment Orders can be submitted to the Bank (Cut-Off Time) are notified by the Bank by Publication.
6. Every Credit Transfer Payment Order submitted to the Bank must contain the following mandatory particulars:
  - a) in the case of SEPA Credit Transfer for Immediate payments, these particulars include:
    1. Payer's account number in the IBAN format;
    2. Beneficiary's account number in the IBAN format;
    3. name of the Beneficiary; not mandatory in case of payments within the SR, submitted in form of paper Payment Orders,
    4. sum of payment in the currency EUR for Immediate Payment in accordance with the Maximum Allowed Limit for Immediate Payment;
    5. type of fee – SHA;
  - b) in the case of a Cross-Border Payment that is not a SEPA Credit Transfer, these particulars include:
    1. Payer's account number in the IBAN format;
    2. name of the Beneficiary's account;
      - i. in the form of IBAN and Beneficiary bank Swift Code (BIC), if the Beneficiary's bank is seated in an EEA country,
      - ii. in the form of BBAN and Beneficiary bank Swift Code (BIC), if the Beneficiary's bank is seated in a country outside EEA,
      - iii. in the form BBAN and Beneficiary bank name and address, if the Beneficiary bank is not participating in the SWIFT, Beneficiary name,
    3. sum and currency of the payment;
    4. type of fee (SHA, OUR, BEN);
  - c) in the case of Voluntary execution payment, these particulars include:
    1. Payer's account number in the IBAN format;
    2. Beneficiary's account number in the IBAN format;
    3. Variable Symbol or Payment Reference (End-to-End Reference);
    4. sum and currency of the payment;
    5. identification of the payment "EXECUTION" in the part Information for Beneficiary;
    6. in the case of Payment of Tax Execution, consent of the tax administrator;
7. If the payment currency is not explicitly stated in the SEPA Payment Orders, the Bank understands it as EUR.
8. In addition to the mandatory particulars of Credit Transfer Payment Order, every Standing Order submitted to the Bank must contain the following mandatory particulars:
  - a) interval of recurring of the payment;
  - b) the "effective from" date of the Standing Order;
  - c) in the case of a Standing Order for Sweeping of Balance limit of balance on the Payer's account (replaces the sum and currency of payment).
9. The Credit Transfer Payment Order can also contain the following optional particulars:
  - a) in the case of SEPA Credit Transfer and Immediate payments, these particulars include:
    1. Settlement Date – if not stated, the Credit Transfer Payment Order is payable on the day of its submission to the Bank or on the next banking day for Immediate Payment, the Due Date is always the day the Payment Order is submitted to the Bank;
    2. Beneficiary Bank Swift Code,
    3. identification of the Payer;
    4. identification of the Beneficiary;
    5. name of the Beneficiary; in case of payments within the SR, submitted in form of paper Payment Orders,
    6. End to end reference or symbols (variable, specific, constant), if the SEPA Payment is a Payment within the SR,
    7. information for the Beneficiary (message for the Beneficiary and other agreed information for the Beneficiary).
  - b) in the case of a Cross-Border Payment that is not a SEPA Credit Transfer, these particulars include:
    1. Settlement Date – if not stated, the Credit Transfer Payment Order is payable on the day of its submission to the Bank or on the next banking day;
    2. details of the payment (message for the Beneficiary),
    3. the agreed information for the Bank.
10. In addition to the optional particulars of Credit Transfer Payment Order, a Standing Order can also contain the following optional particulars:
  - a) minimum payment amount, in case of Standing Order for the transfer of balance,
  - b) the "effective until" date of the Standing Order,
  - c) period of blocking of the Standing Order.

11. Every Direct Debit Payment Order submitted to the Bank must contain the following mandatory particulars:
  - a) Beneficiary's account number in the IBAN format;
  - b) Payer's account number in the IBAN format;
  - c) sum of the Direct Debit in EUR;
  - d) Settlement Date;
  - e) form of the Direct Debit (CORE/ B2B);
  - f) frequency of the Direct Debit (one-off/recurring),
  - g) Mandate Reference;
  - h) Beneficiary's (collector's) CID;
  - i) Mandate signature date.
  - j) Payer's name
12. A Direct Debit Payment Order can also contain the following optional particulars:
  - a) Beneficiary Bank Swift Code (BIC),
  - b) identification of the Payer;
  - c) identification of the Beneficiary;
  - d) Payment Reference (End-to-End Reference);
  - e) Information for the Payer (message for the Payer), other additional information...
13. A consent for SEPA Direct Debit performance for the particular Beneficiary must contain the following mandatory particulars:
  - a) form of the Direct Debit (CORE/ B2B);
  - b) Payer's account number in the IBAN format;
  - c) Beneficiary's (collector's) CID;
  - d) Maximum Permit Direct Debit Limit;
  - e) frequency of the Direct Debit (one-off/recurring),
  - f) Validity date (since when it is permitted to make the debit).
14. A consent for SEPA Direct Debit performance for the particular Beneficiary can also contain the following optional particulars:
  - a) Unique Mandate Reference - UMR,
  - b) the expiry date of the consent to SEPA Direct Debit;
  - c) Maximum amount of all SEPA Direct Debits for the whole contractual period,
  - d) Maximum number of SEPA Direct Debits for the whole contractual period,
15. A consent for SEPA Direct Debit performance for any Beneficiary must contain the following mandatory particulars:
  - a) Payer's account number in the IBAN format;
  - b) Validity date (since when it is permitted to make the debit).
16. The Bank shall not be obliged to accept and perform Payment Order if:
  - a) the Payment Order does not contain all the mandatory particulars specified in these Business Terms and Conditions;
  - b) the data in the Payment Order are corrected, crossed out or incompletely, ambiguously, incorrectly and illegibly completed or if they are not completed in the way usual in the banking practice;
  - c) the Payment Order is not submitted in the way agreed with the Bank.
17. If it is not possible to execute a Payment Order for Immediate Payment, the Bank shall inform the Payer without undue delay of the impossibility of performing an Immediate Payment through Electronic Banking Services.
18. If the Payer states in the SEPA Payment Order and Immediate payment which is a payment within the SR a variable symbol, specific symbol or constant symbol (any of them or all of them), in order to meet the SEPA standards the Bank shall be entitled to convert these symbols to the Payment Reference in the structure ?/VS/ SS/CS with supplemented data from these symbols. The Bank and the Payer have agreed upon the procedure referred to in the previous sentence and the Payer agrees with the procedure.
19. If the Payer submits the Bank a Credit Transfer Payment Order in the SEPA format and requires execution of a Quick Payment through TARGET2, due to technical conditions for execution of such a type of payment the Bank reserves the right to make changes in the Payment Order what will lead to non-compliance with the SEPA format and which may mean failure to transfer some non-mandatory SEPA Payment data to the Beneficiary.
20. If the Payer provides the Beneficiary Bank Swift Code (BIC) on the SEPA Payment Order, which is not in compliance with the Beneficiary account number (IBAN), the Bank will not consider such Payment Order as clear and reserves the right to refuse the execution thereof. If the Beneficiary

provides the Payer Bank Swift Code (BIC) on the SEPA Payment Order, which is not in compliance with the Payer account number (IBAN), the Bank will not consider such Payment Order as clear and reserves the right to refuse the execution thereof.

21. The deadlines for handover of Payment Orders and the time during which Payment Orders can be submitted to the Bank (Cut-Off Time) are notified by the Bank by Publication.
22. If the Payment Order received by the Bank in the form of Credit Transfer Payment Order does not contain Settlement Date or contains Settlement Date that has already passed, the Bank shall execute such a Payment Order on the Settlement Date valid in the moment of delivery of the Payment Order provided that
  - a) the Payment Order is delivered to the Bank within the deadlines determined by the Bank for delivery of Payment Orders (Cut-Off Time);
  - b) the Payment Order contains all the mandatory particulars determined by the Bank;
  - c) the Payer's account reports sufficient finance.
23. Payment Orders in the form of Direct Debit Payment Order submitted after the determined Cut-Off Time of the banking day shall be cleared by the Bank on the first banking day following the day of their delivery. The Bank notifies the determined time by Publication.
24. Payment Orders in the form of Credit Transfer Payment Order submitted to the Bank with later settlement date shall be executed by the Bank on the determined day according to the Settlement Date. If the Settlement Date falls on a day that is not a banking day, the Bank shall be entitled to execute the Payment Order on the next banking day after the Settlement Date, with the exception of Standing Orders which the Bank is entitled to execute on the day preceding the Settlement Date, unless otherwise agreed between the Bank and the Payer. The Bank reserves the right to only accept such Payment Orders with a later settlement date, the settlement date of which is maximum ninety (90) Bank business days after the date of acceptance of the Payment Order.
25. Payment orders for Immediate Payment are executed by the Bank at the moment of their submission and after receiving information from the Recipient's bank about the possibility of payment in favor of the Recipient's account with a Maturity Date on the day of receiving the Payment Order.
26. After receiving the Payment Order for Immediate Payment, the Bank reserves funds in the Payer's account in the amount of the Immediate Payment on the received Payment Order. The reservation of funds will be released by the Bank upon settling the Instant Payment on the Payer's account based on confirmation from the Recipient's bank that the Instant Payment has been made. If the Recipient's Bank informs the Bank that the Immediate Payment cannot be credited to the Recipient's account, the Bank will immediately cancel the reservation of funds in the amount of the received Payment Order.
27. A payment order for Immediate payment accepted by the Bank for execution cannot be revoked and the Immediate payment cannot be canceled.
28. The Bank will not execute a payment order for Immediate Payment received by the Bank during the unavailability of the payment system for Immediate Payments or the unavailability of the Recipient's Bank for Immediate Payments, and the Bank shall immediately inform the Payer of this.
29. The Bank shall not be obliged to perform a Standing Order in the relevant maturity period determined by the Payer if the Standing Order (its creation/change) is not submitted to the Bank at least two (2) banking days before the Settlement Date.
30. If the Payer submits Standing Order after the deadline determined by the Bank, the Bank shall be entitled to carry out such a Standing Order as late as in the next maturity period determined by the Payer.
31. Payment Orders in the form of Direct Debit Payment Order shall be submitted by the Beneficiary to the Bank before the Settlement Date in compliance with the generally valid SEPA Direct Debit Rules.
32. SEPA Direct Debit for the performance of which the Payer granted his consent (permit) directly to the Bank shall only be executed by the Bank if:
  - a) the validity date of the consent (permit) granted to the Bank took place;
  - b) the Beneficiary delivers the Direct Debit Payment Order to the Bank within the determined time and the Direct Debit Payment Order contains the settlement data according to the consent (permit) for Direct Debit performance granted by the Payer;
  - c) the sum of the Direct Debit is lower than or equals to the Maximum SEPA Direct Debit Limit;
  - d) also all the other conditions given by the Payer to the Bank in the consent for SEPA Direct Debit are met.
33. If the Direct Debit Payment Order contains information indicating that it is the last Direct Debit (FNAL), the validity of the relevant consent (permit) for SEPA Direct Debit performance granted by the Payer of the Direct Debit to the Bank will be automatically cancelled during processing of the Direct Debit Payment Order. In addition, if according to the consent (permit) for SEPA Direct Debit performance granted to the Bank the payment by Direct Debit is not executed for the period of 36 months, the granted consent (permit) for SEPA Direct Debit performance shall expire.
34. The Bank shall debit money from the Payment Account based on the presented Payment Order, cheque or payment card. Otherwise, the Bank shall only be entitled to debit money from the Payment Account:
  - a) on the basis of a valid and enforceable decision of a court that ordered execution of a decision via debiting a claim from a Payment Account in a financial institution;
  - b) on the basis of an execution title according to special regulations;

- c) in case of termination of the Contract on Current Account;
  - d) in case of deduction of tax pursuant to valid generally binding legal regulations;
  - e) in order to pay all prices and actual expenses on services provided, to pay due debit interest or in other cases if the Bank is entitled to do so pursuant to contractual arrangements made with the Payment Account owner;
  - f) in other cases agreed in writing between the Bank and the Payment Account owner;
  - g) in case of correction of incorrect settlement caused by the Bank or other bank (bank cancellation) in compliance with a special regulation.
35. If the Bank debits money pursuant to Article 4 (29) (a) and (b) hereof from the Payment Account maintained in a currency different from the currency in which the execution of a decision or execution are being performed according to a special regulation, the payment shall be translated at the Exchange Rate to be determined by the Bank and which is Published by the Bank.
36. If the Bank receives several Payment Orders with the same Settlement Date and there is insufficient money on the Account to perform all the delivered Payment Orders, the Bank shall be entitled to decide which of the Payment Orders will be carried out. The Bank prefers settlement of Payment Orders between Accounts within the Bank over payments to other banks.
37. The Bank shall settle Payment Orders up to the amount of disposable money on the Payer's Payment Account.
38. If in the time of settlement the Payer's Payment Account records insufficient money for performance of the Credit Transfer Payment Order and payment of Fees charged by the Bank to the Payer for the performance of the Credit Transfer Payment Order, the Bank shall execute the Credit Transfer Payment Order after a corresponding amount of money will be available on the Payer's Payment Account. In such a case, the Credit Transfer Payment Order can be carried out no later than within three (3) banking days following the Settlement Date. If the Payer fails to secure sufficient money on the Payment Account during that period of time, the Bank shall consider the Credit Transfer Payment Order to be non-executable. The Bank will execute the Immediate Payment Order if, at the time of submission of the Immediate Payment Order, there is a corresponding amount of funds in the Payment Account, otherwise the Bank will reject the Payment Order, which the Payer will be informed of without undue delay. The Immediate Payment Order cannot be executed at a time other than immediately after receiving the Payment Order for Immediate payment.
39. The Bank shall perform Voluntary Payment of Execution under the following conditions:
- a) the account reports sufficient credit funds;
  - b) the execution to be paid is the first one in the order of all executions or after the required payment the account will still report sufficient Funds for preceding executions and minimum balance;
  - c) payments of executions are not performed from the sum of authorized overdraft.
40. If in the time of settlement of Direct Debit Payment Order the Payer's Payment Account does not report sufficient money for the performance of SEPA Direct Debit and for payment of Fees charged by the Bank to the Payer for the performance of the SEPA Direct Debit, the Bank will refuse to perform the SEPA Direct Debit, i.e. it will consider the SEPA Direct Debit to be non-executable. The deadlines required for securing sufficient money on the Payer's Payment Account for the performance of the Direct Debit (Cut-Off Time) are notified by the Bank by Publication.
41. The Payer and the Bank have agreed that if the Payer states Fee Instruction BEN in the Payment Order for a payment to be executed as a Cross-Border Payment within EEA in any currency of EEA Member States, the Bank shall refuse such Payment Order. If the Payer states Fee Instruction OUR in the Payment Order for a payment to be executed as a Cross-Border Payment within EEA in any currency of EEA Member States, the Payer gives his or her consent to the Bank to process such Payment Order in compliance with Fee Instruction OUR.
42. If a Credit Transfer Payment Order for Cross-Border Payment is issued in a currency in which the Bank cannot perform it, the Bank shall be entitled to refuse to perform the Credit Transfer Payment Order.
43. In case the missing data or data incorrectly filled out by the Payer in the Payment Order submitted to the Bank (e.g. missing or incorrect BIC, missing Beneficiary account name, ...), prevent the automatic processing of the Payment Transaction, the Bank and the Payer agreed that the Bank is entitled to charge an additional fee pursuant to the valid Pricelist to the Payer's account or refuse to process the Payment Transaction.
44. If a payment from abroad is credited to the Payment Services User's Payment Account and the foreign bank requires refund of the payment, the Bank shall ask the Payment Account owner for his or her consent to refund the payment. If the Bank obtains the consent from the Payment Account owner, it shall be entitled to debit from his or her Payment Account the sum of the payment, namely with the current date and exchange rate for payments with conversion.
45. If the sum of a Settlement is to be converted from one currency into another currency, the Bank shall make the conversion according to the Exchange Rate valid in the moment of performance (i.e. debiting or crediting of money from/to the Payment Account) of the payment. If the sum of the payment is higher than or equals to €33,000 (or an equivalent of the sum in a foreign currency), the Bank shall be entitled to translate the sum of the incoming payment by using a different exchange rate than the exchange rate provided in the Bank's exchange rate list. In case of outgoing payments placed by a Consumer, when currency is to be changed to another currency and the sum of the payment is higher than or equals to €33,000 (or an equivalent of the sum in a foreign currency), the Bank shall be entitled to suspend processing of the payment until the Bank agrees with the Payer upon a different exchange rate. The Bank shall be entitled to charge fees connected with the conversion of currencies to the debit of the customer's Payment Account in accordance with the Price List.

## Article 5

### Conditions for the Performance of Cash Payment Transactions

1. A Payment Services User can perform Payment Transactions by means of the Bank by using Funds in cash, namely:
  - a) via Deposit of Funds in cash in the Bank's cash register, namely by means of duly completed Payment Order which, in this case, is a cash receipt of the Bank; or
  - b) via Deposit of Funds in cash in the Bank's cash register, namely by delivery of the cash without physical presence of the Customer (special contractual arrangement), namely on the basis of a duly completed Payment Order (two counterparts) which, in this case, is a cash receipt of the Bank; or
  - c) via Deposit of Funds in cash in the Bank's cash register, namely by means of a night safe of the Bank (special contractual arrangement), namely on the basis of a duly completed Payment Order (two counterparts) which, in this case, is a cash receipt of the Bank, along with a completed list for single deposited nominal values; or
  - d) via withdrawal of Funds in cash from the Bank's cash register, namely by means of a duly completed Payment Order which, in this case, is a cash receipt of the Bank; or
  - e) by One-Off Cash Payment, at the Bank's cash register, namely by means of a duly completed Payment Order which, in this case, is a cash receipt of the Bank; or
  - f) by a cheque issued for payment of Funds in cash; or
  - g) by a bank payment card by means of ATM at the selected Business Places of the Bank by using the Cash Advance service.
2. The Bank accepts Deposits of Funds in cash and allows withdrawals of Funds in cash at its Business Places during cash desk service hours and in premises determined for that purpose by the Bank.
3. The Bank accepts Deposits of Funds in cash also by means of sealed packages delivered by the Payment Services User who is not Consumer or by technical equipment, i.e. by means of sealed packages deposited in a night safe if the Bank agrees with the Payer on such a way of accepting Deposits of Funds in cash in the relevant written Contract.
4. The Bank accepts Deposits by means of a night safe or in other agreed way also outside cash desk service hours of the Bank's Business Place.
5. The Bank shall determine the way of use of the night safe, the way of takeover and handover of keys and codes for its use, packages for values to be deposited in the night safe and procedures for processing values deposited in the night safe in the terms and conditions for night safe use in compliance with contractual arrangement.
6. The Bank shall take over the contents of a night safe solely in the commissarial way and in the place where the night safe is located, namely in compliance with the business usage and on each banking day during cash desk service hours of the Bank's Business Place.
7. The Bank shall allow the Customer, upon his request, to watch the commissarial takeover of the Deposit made by the Customer in cash in a sealed package.
8. The Customer agrees that in case of detecting of any difference (surplus, deficit, or difference caused by receipt of invalid, suspicious, false, altered, incomplete or significantly damaged banknotes) between the sum of cash established by the Bank in the commissarial way and the sum stated in the Payment Order (cash receipt), the Bank shall indicate in the Payment Order (cash receipt) the actually established sum of the Deposit in cash and to settle that sum to the credit of the Customer's Payment Account.
9. The Customer shall be liable for any damage incurred by incorrect handling during the use of night safe and shall be obliged to fully compensate the Bank for the damage.
10. In the case of deposition of Funds to the Payment Account during performance of One-Off Cash Payment, the Bank shall be entitled to require from the Payment Services User, in addition to duly completed cash receipt, also submission of a statement of ownership of the money used for the performance of a deal having value of at least €15,000.
11. If the Payment Order submitted to the Bank in the form of cash receipt does not contain all the particulars required by the Bank, the Bank shall be entitled to refuse to perform the required Payment Service.
12. Receipt of Funds in the case of cash withdrawal shall be confirmed by the Payment Account owner or by a person authorized by the latter, namely by own signature attached to the cash receipt; the signature must be identical to the sample signature provided in the Specimen Signature to the Payment Account kept by the Bank.
13. The Payment Services User shall be obliged to immediately count the Funds withdrawn in cash at the Bank's cash desk. The Bank will not consider any complaints raised by the Payment Services User after he received the Funds and left the cash desk.
14. After receipt of a confirmed cash receipt (i.e. confirmation of Payment Transaction performance) and leaving the cash desk, the Payment Services User shall not be entitled to require cancellation of such performed Payment Transaction.
15. If the sum of the Payment Transaction made at the Bank's cash desk is to be converted from one currency into a different currency, the Bank shall perform the conversion by applying the Exchange Rate pursuant to the Bank's exchange rate list valid on the date of performance of the Payment Transaction. If the sum of the payment is higher than or equals to €33,000 (or an equivalent of such a sum in a foreign currency),

the Bank shall be entitled to convert the sum of the payment at an individual exchange rate determined by the Bank. The Bank shall be entitled to charge to the debit of the Payment Services User's Payment Account any Fees connected with the currency conversion in compliance with the valid Price List.

16. The Bank shall be entitled to condition cash withdrawal of a higher sum of Funds from the Payment Services User's Payment Account by prior notification (in person or in other way agreed); sufficient money for the performance of the Payment Transaction has to be present on the Payment Account in the time of the notification. The amount of cash withdrawal which will be conditioned by the Bank by a notification and the deadline for notification of the withdrawal are Published by the Bank.
17. If the Payment Services User fails to observe the deadline for notification of withdrawal of a higher sum of Funds in cash, the Bank shall not be obliged to perform the required Payment Transaction immediately. In the case of immediate performance of the cash withdrawal conditioned by notification, the Bank shall be entitled to require payment of a Fee pursuant to the valid Price List.
18. The Bank shall be entitled to refuse to perform withdrawal of cash from the Payment Services User's Payment Account at a Business Place of the Bank where the Payment Account is not established if performance of such a Payment Transaction is required by a person who is not personally known at that Business Place of the Bank. The Bank shall ask the Payment Services User to perform the Payment Service at the Bank's Business Place where the Payment Account was opened.
19. Withdrawal of funds not subject to execution is only possible in the cases when the Bank is allowed according to the legal regulations to pay such funds and solely based on a written statement – request signed by the Account Owner and containing the required particulars. If consent of execution authority that ordered the execution is required for the withdrawal, the consent has to be submitted to the Bank in written form and not later than in the time of the withdrawal.

## Article 6

### Deadlines for the Performance of Payment Transactions

1. The Bank and the Customer have agreed that the deadlines provided in this Article shall apply on the condition that the Customer has met all the conditions for the performance of Payment Order determined by these Business Terms and Conditions.
2. The following deadlines shall apply to the processing of Payment Orders in the form of SEPA Payments:
  - a) Credit Payment Orders within the EEA, carried out as standard payments, received by the Bank until the determined Cut-Off Time on a banking day that is the Settlement Date will be processed on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the money to the account of the Beneficiary's bank on the next banking day, value date (D+1).
  - b) Credit Payment Orders outside the EEA, carried out as standard payments, received by the Bank until the determined Cut-Off Time on a banking day that is the Settlement Date will be processed on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the money to the account of the Beneficiary's bank on the second following banking day, value date (D+2).
  - c) Orders for Voluntary Payment of Execution received by the Bank until the determined Cut-Off Time will be debited from the Payer's Payment Account on the banking day following submission of the Payment Order in paper form (D+1) and sent to the account of the Beneficiary's bank on the next banking day (D+2).
  - d) Credit Payment Orders within the EEA, carried out as Quick Payments or Quick Payments through TARGET2, received by the Bank until the determined Cut-Off Time on a Business Day that is the Settlement Date will be processed on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day, value date (D) and will send the money to the account of the Beneficiary's bank on the same day, value date (D).
  - e) Credit Payment Orders outside the EEA, carried out as Quick Payments, received by the Bank until the determined Cut-Off Time on a Business Day that is the Settlement Date will be processed on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same value day (D) and will send the money to the account of the Beneficiary's bank on the next banking day, value date (D+1).
  - f) Credit Transfer Payment Orders between Payment Accounts within the Bank, received by the Bank until the determined Cut-Off Time on a banking day (D) that is the Settlement Date will be processed on the same day (D) and the Bank will debit the sum of the payment from the Payer's Payment Account and, at the same time, will credit the sum of the payment to the Beneficiary's Payment Account on the same day, value date (D).
  - g) All Credit Transfer Payment Orders received by the Bank after the determined Cut-Off Time will be processed on the next banking day following the day when they were received by the Bank.
  - h) All Credit Transfer Payment Orders received by the Bank before the Settlement Date will be processed on the day of the Settlement Date.
3. For the processing of Payment Orders in the form of Immediate Payment, the deadlines apply according to the rules of the European Payments Council. Payment orders are processed by the Bank immediately after being received, with the Payer's Bank deducting the payment amount from the Payer's account after processing the Payment Order, and the Recipient's Bank crediting the payment amount to the Recipient's account within a few seconds of receiving the Instant Payment from the Payer's Bank.
4. The Bank will credit money received in the form of SEPA Payment from another bank to the Beneficiary's Payment Account and will allow the Beneficiary to dispose of the money on the same Banking Day (D) as the day when the money was credited to the Bank's account.

5. The Bank will credit funds received in the form of Immediate Payments to the Beneficiary's Payment Account and enable the Beneficiary to dispose of them at the time the amount of the Immediate Payment is credited to the Bank's account. In the event that the amount of Immediate Payment is credited to the Bank's account on a day other than the banking day or at the time of the daily closing of the Bank's payment settlement system, the Bank will credit the amount of Immediate Payment on the next banking day with the due date on the day when the amount of Immediate Payment was credited to the Bank's account. Even in this case, the recipient has funds in the amount of the amount credited to the Instant Payment immediately available as the amount credited to the Bank's account.
6. The following deadlines apply to the processing of correctly completed Payment Orders in the form of Cross-Border Credit Transfer Payment Orders which are not SEPA Payments:
  - a) Credit Transfer Payment Orders to EEA countries in the currency EUR with OUR fee instruction submitted to the Bank in electronic form and received by the Bank until the determined Cut-Off Time on a banking day (D) will be processed on the same day (D); the Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of one (1) banking day following the day of processing (D+1);
  - b) Credit Transfer Payment Orders to EEA countries in the currency EUR with OUR fee instruction submitted to the Bank in documentary form on the Bank's forms and received by the Bank until the determined Cut-Off Time on a banking day (D) will be processed on the same day (D); the Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of two (2) banking days following the day of processing (D+2);
  - c) All Standing Orders to EEA countries in the currency EUR with OUR fee instruction submitted to the Bank within the determined deadline will be processed on the determined day (D); the Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of one (1) banking day following the day of processing (D+1);
  - d) Credit Transfer Payment Orders to non-EEA countries and Credit Transfer Payment Orders to EEA countries in other currency than EUR that are being performed as standard payments and are received by the Bank until the determined Cut-Off Time on a banking day (D) will be processed on the same day (D); the Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of two (2) banking days following the day of processing (D+2);
  - e) Credit Transfer Payment Orders to non-EEA countries and Credit Transfer Payment Orders to EEA countries in other currency than EUR that are being performed as Quick Payments and are received by the Bank until the determined Cut-Off Time on a banking day (D) will be processed by the Bank on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of one banking day following the day of processing (D+1);
  - f) Credit Transfer Payment Orders that are being performed as a Flash Payment and received by the Bank until the determined Cut-Off Time on a banking day (D) will be processed by the Bank on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of one banking day following the day of processing (D+1);
  - g) All Credit Transfer Payment Orders received by the Bank after the determined Cut-Off Time will be processed on the next banking day following the day when they were received by the Bank.
  - h) All Credit Transfer Payment Orders received by the Bank before the Settlement Date will be processed on the day of the Settlement Date.
7. The Bank will credit to the Beneficiary's Payment Account money received in the form of Cross-Border Payment and will allow the Beneficiary to dispose of the money on the same banking day as the day when the money was credited to the Bank's account provided that:
  - a) the Bank has obtained a document for settlement until the Cut-Off Time determined by the Bank for incoming Cross-Border Payments;
  - b) the Cross-Border Payment contains correct data.
8. If the document for crediting of a Cross-Border Payment to the Beneficiary's Payment Account is delivered to the Bank after the money was credited to the Bank's account, the payment will be credited to the Beneficiary's account on the date when the money was credited to the Bank's account; the Beneficiary can dispose of the money not sooner than on the date of delivery of the document to the Bank.
9. If money is credited to the Bank's account after the Bank credited the money to the Beneficiary or if money is not credited to the Bank's account at all, the Bank shall be entitled to perform a correcting settlement.
10. If the Direct Debit Payment Order is received from the Beneficiary according to the generally valid SEPA Direct Debit Rules and all conditions for Direct Debit performance are met:
  - a) the Bank, in the position of Payer's bank, will debit the money from the Payer's Payment Account on the day being the Settlement Date (D);
  - b) the Bank, in the position of Beneficiary's bank, will credit the money to the Beneficiary's Payment Account on the day being the Settlement Date (D).
11. The following deadlines shall apply to the processing of Payment Orders in the form of Deposits of Funds in cash and withdrawals of Funds in cash at a counter of the Bank's Business Place:
  - a) Deposits in cash made at the Bank's Business Place during cash desk service hours or at the Bank's Business Place with extended cash desk service hours until the Cut-Off Time determined by the Bank will be credited by the Bank to the Beneficiary's Payment Account and the Bank will allow the Beneficiary to dispose of the Funds on the same banking day (D);
  - b) cash withdrawals made at the Bank's Business Place during cash desk service hours or at the Bank's Business Place with extended cash desk service hours until the Cut-Off Time determined by the Bank will be debited by the Bank from the Payer's Payment Account on the same banking day (D);

- c) Deposits in cash and cash withdrawals made at the Bank's Business Place with extended cash desk service hours after the Cut-Off Time determined by the Bank or on a rest day or bank holiday will be processed by the Bank with the date of the next banking day;
  - d) the Business Place of the Bank notifies the Cut-Off Time by Publication in its Business Premises.
12. The following deadlines shall apply to the processing of Payment Orders in the form of Deposits of Funds in cash by means of the Bank's night safe (CONTRACT on use of a night safe):
- a) the Bank considers cash deposited in a night safe to be delivered on the day when the Bank's employees open the night safe and establish its contents;
  - b) the Bank will take over the cash and credit it to the Beneficiary's account no later than on the next banking day (D+1) after the cash was delivered to the Bank. The Bank will confirm takeover of the cash and crediting of the same by issuance/dispatch of a confirmed second part of the Payment Order (cash receipt).
13. The Bank will process Funds in cash delivered during cash desk service hours to dedicated premises of the Bank's Business Place in closed packages without physical presence of the Customer (one-time statement or contractual arrangement) and will credit the same to the Beneficiary's account no later than on the next banking day (D+1) after the Funds were delivered to the Bank. The Bank will confirm the takeover of Funds in cash and their crediting by issuance/dispatch of a confirmed second part of the Payment Order (cash receipt).

## Article 7

### Correcting Settlement

1. The Payment Services User undertakes to notify the Bank of any unauthorized or incorrectly performed Payment Transaction and to claim the entitlement to correction with the Bank without undue delay, however, not later than within the deadline determined by the Complaint Code.
2. The Bank shall be liable for correct performance of Payment Transactions provided that the Payment Services User complies with all the conditions stipulated in these Business Terms and Conditions and in generally binding legal regulations. Upon written request of the Payment Services User, the Bank shall exercise reasonable effort to track the course of not performed or incorrectly performed Payment Transaction and shall notify the result of the tracking to the Payment Services User.
3. If the Bank proves to the Payer or Beneficiary's bank that the sum of the Payment Transaction was delivered to the Beneficiary's bank within the deadline according to generally binding legal regulations, the Beneficiary's Bank shall be liable towards the Beneficiary for incorrect performance of or failure to perform the Payment Transaction.
4. The Bank and the Payment Services User agreed that if the Bank has caused an erroneous execution or settlement of a payment, due to which it has come to an unjustified enrichment of the Beneficiary, the Bank is entitled to execute correcting settlement. Correcting settlement shall mean correction of the incorrectly performed Payment via correcting settlement to the Payment Account or from the Payment Account of the Payment Services User, namely without undue delay after the Bank learned or detected such a fact.
5. If possible, the Bank shall inform the Payment Services User, whose money is debited from the Payment Account or to whose Payment Account money is credited due the correcting settlement, about performance of the correcting settlement which the Bank performs or performed, namely in writing or in electronic form.
6. If a payment from abroad is credited to the Payment Services User's Payment Account and the foreign bank requires refund of the payment, the Bank shall ask the Payment Account owner for his consent to the refund of the payment. If the Bank obtains the consent from the Payment Account owner, it shall be entitled to debit from his Payment Account the sum of the payment, namely with the original date when the payment was credited. An equivalent of the returned sum in foreign currency depends on the exchange rate valid on the day of refund of the payment.
7. The Bank shall not perform correcting settlement if the incorrect settlement or incorrect performance of the Payment Order is caused by the Payment Services User by his own mistake. If execution of the correcting settlement is prevented by other circumstances, for instance, execution, the Bank shall not be obliged to perform the correcting settlement, including the case that the Beneficiary agrees with the correcting settlement. However, the Payment Services User shall be entitled to ask the Bank for cooperation in relation to mediation of refund of money or provision of data for identification of the Beneficiary of the payment.

## Article 8

### Liability for Damage

1. The Bank shall not be liable for damage suffered by the Payment Services User and by his business partner due to return of not accepted and non-executable Payment Orders.
2. The Bank shall not be liable for damage suffered:
  - a) by the Payment Services User at issuance or incorrect completion of a Payment Order;
  - b) by failure to perform the Payment Order due to its unsecured financial coverage;
  - c) due to the failure to recognize a forged Payment Order, document or deed;
  - d) due to errors, breakdowns and misunderstanding in telephone, e-mail or fax contact which are not caused by the Bank;



- e) due to failure to provide or due to unsatisfactory provision of Bank's Products as a result of occurrence of unforeseeable extraordinary circumstances not caused by the Bank;
  - f) due to measures of the state and state authorities in the territory of the Slovak Republic or abroad (for instance, international sanctions, embargo, ...);
  - g) by breakdowns of the Payment Services User's operation;
  - h) by the NBS within the framework of operation of the system for interbank Payment Transactions processing;
  - i) by execution of decisions of authorized authorities such as, for instance, courts, execution authorities, law enforcement authorities.
3. The Bank shall not be liable for damage, if any, which could be suffered by the Payer due to Direct Debit which was performed on the basis of a document which has legal or factual defects. Disposition Instructions must allow unambiguous establishment of the contents. The Bank does not perform material check of Direct Debit Payment Orders or consents for Direct Debit performance.
  4. The Bank shall not be liable for deadlines and method of Payment Order processing by other payment services providers.
  5. The Bank shall not be liable for differences of cash detected outside cash desk counter.
  6. The Bank shall be liable for timely and correct performance of Customer's Payment Order in compliance with generally binding legal regulations. However, the Bank does not assume any liability for errors in completion of Payment Order or cheque, or for breakdowns, errors and lacks arisen outside the Bank in consequence of which the Payment Order has not been carried out on the side of the Beneficiary.
  7. In the payment system outside the EU and EEA, the Bank shall not be liable for the quality and swiftness of correspondent banks through which it performs Cross-Border Payments.
  8. The Bank accepts and handles complaints and suggestions of Customers.

## Article 9 Handling of Complaints

1. The Payment Services User who is dissatisfied with the execution of a Payment Transaction by the Bank, is entitled to file a complaint in writing, in person at any Business Place of the Bank, by mail, e-mail or through the dedicated section of the Bank's internet site, or verbally through the Call Centre. A request of the Payment Services User for examination of an unauthorized Payment Transaction or of an authorized Payment Transaction that has not been carried out or has been carried out incorrectly by the Payer's Bank, mediating bank or by the Beneficiary's bank shall be deemed to constitute a complaint.
2. In the case of One-Off Transfer to the beneficiary's account, the Payer can also lodge a complaint with the contractor at whose place the payment was made by the payer. The condition for acceptance of the complaint is submission of the confirmation that the invoice was downloaded and a confirmation of payment at the contractor.
3. The Bank's Complaint Code Published by the Bank governs the handling of complaints and disputes relating to the provision of Payment Services.

## PART THREE COMMON AND FINAL PROVISIONS

### Article 10 Final Provisions

1. These Business Terms and Conditions shall take effect on **December 10<sup>th</sup> 2024** and supersede the Business Terms and Conditions for the Provision of Payment Services dated 1<sup>st</sup> of April 2023 in their entirety.