

PRODUCT-SPECIFIC BUSINESS CONDITIONS  
FOR DEPOSIT PRODUCTS OF

SLOVENSKÁ SPORITEĽŇA, A. S.

effective since 01 January 2015

## DEFINITIONS

<b>Deposit Product</b>	Bank Product covered by these PsBC.
<b>PsBC</b>	These Product-Specific Business Conditions of Slovenská sporiteľňa, a. s. for deposit products.

## ACCOUNT, PACKAGED ACCOUNT, DEPOSIT ACCOUNT

<b>Packaged Account</b>	A set of Bank Products provided to the Client under a Contract.
<b>Day of Deposit Renewal</b>	The day following after the last day of a Fixed Term, in case a recurring Fixed Term was agreed on.
<b>Maturity Date</b>	The day following after the lapse of the Fixed Term; in case the Fixed Term is set in days, it shall be the last day of the term starting on the day following after the event decisive for its commencement; in case the Fixed Term is set in weeks, months or years, it shall be the day with identical name or number as the day, on which funds were credited to the Deposit Account; in case there is no such day in the relevant month, the Maturity Date shall be the last day of the calendar month.
<b>Fixed Term</b>	A term commencing: <ul style="list-style-type: none"> <li>a) on the day, on which funds equal to at least the Minimum Deposit are credited to the Deposit Account, or</li> <li>b) on the Day of Deposit Renewal in a Deposit Account, and ending on the day preceding the Maturity Date.</li> </ul>
<b>Minimum Deposit</b>	The minimum amount specified by the Bank, which should be deposited onto a Deposit Product.
<b>Minimum Balance</b>	The minimum amount specified by the Bank, which must be left as a balance on a Deposit Product.
<b>Non-Fixed Deposit</b>	Funds: <ul style="list-style-type: none"> <li>a) credited to a Deposit Account to become a Fixed Deposit on the Maturity Date; or</li> <li>b) which the Client intends to use on the Maturity Date after giving a notice to the Bank (Non-Fixed Deposit intended for withdrawal), and therefore the Fixed Term Deposit was reduced by the amount of such funds.</li> </ul>
<b>Account</b>	current account of the Client opened by the Bank for the Client based on a Contract.
<b>Deposit Account</b>	A deposit account opened by the Bank for the Client based on a Contract.
<b>Fixed Deposit</b>	Funds that the Client commits not to execute transactions with during the Fixed Term.
<b>Specimen Stamp</b>	A document deposited with the Bank and containing the identification of the Client, the imprint of the stamp of the Client and its identification number.
<b>Specimen Signature</b>	A document containing the identification of the Client, the graphical representation of the Client's signature made in their own hand and their identification number.

## PAYMENT CARDS

<b>Contactless transaction</b>	A cashless transaction with a Payment Card using MasterCard PayPass / Visa PayWaved contactless chip technology carried out on a device accepting Payment Cards by placing the Payment Card to the device reader.
<b>CVV2 / CVC2 Code</b>	A security code on a Payment Card, which is used as identifier to authorise card-absent transactions with the Payment Card.
<b>Card Holder</b>	A Client, on whose name the Payment Card is issued and who is the only person authorised to use the Payment Card.
<b>Payment Card Limit</b>	The maximum amount of funds, which the Client may withdraw or transfer using a Payment Card.
<b>Maximum Payment Card Limit</b>	The maximum amount of Payment Card Limits set by the Bank for individual types of Payment Cards, as stated in the conditions set forth via Publication.
<b>Replacement Card</b>	A Payment Card issued in the case of loss, theft, damage to or failed delivery of a Payment Card or upon the Client's request for a change of Payment Card design or for a change of the Client's name appearing on the Payment Card.
<b>Merchant</b>	A person or entity, where the Client may use the Payment Card to pay for goods and services.
<b>Renewed Card</b>	Payment Card issued after the expiry of a Payment Card.
<b>PIN number</b>	An identification code of the Client to be entered when using a Payment Card to authorise payment.
<b>Payment Card Sales Receipt</b>	A payment instrument issued by the Bank to the Client to an Account. A document, on which the Client confirms with their signature a purchase with a Payment Card at a Merchant and grants the consent to carry out payment transaction by means of the Payment Card.

## ELECTRONIC BANKING

<b>Authentication Code</b>	The agreed code for the authentication of the Client and authorisation of Instructions via Electronic Services.
<b>Security Token</b>	The means for ensuring security of distance communication through Electronic Services, which the Bank issues to a natural person based on a Contract.
<b>Business24</b>	An Electronic Service allowing the Client to dispose of the Bank Product in respect of which the service was provided and to dispose of funds in the Account in electronic form.
<b>Certification Code</b>	A code issued by Security Token for signing (authorisation) of an Instruction or for confirming the data in an Instruction.
<b>EB Agreement</b>	The Agreement concerning the provision and use of an Electronic Service.
<b>Electronic Service</b>	A Service provided by the Bank enabling the Client distance communication with the Bank.
<b>File Transfer</b>	An Electronic Service, which enables the Client to deliver to the Bank electronic files containing Payment Orders.

<b>Identification Code</b>	The assigned code for the identification of a Client via Electronic Services (e.g. login).
<b>Internet Merchant</b>	A contractual partner of the Bank, who operates an online shop on its internet site and who has an Account opened with the Bank, to which the Bank transfers payments by Clients for goods and services purchased in such online shop.
<b>Limit</b>	A restriction on the use of a Security Token expressed as a financial amount, which cannot be exceeded in a single transaction carried out by the Security Token.
<b>Mail Banking</b>	An Electronic Service enabling the Client to obtain information about the balance on Bank Products in the form of an electronic statement sent to the Client's e-mail address.
<b>Multicash</b>	An Electronic Service, which enables the Client to deliver to the Bank an electronic file containing Instructions.
<b>Partner Account</b>	An Account to which the Bank credits Domestic Transfers also without the statement of a Certification Code, and with the "Confirm" instruction it authorises the relevant Payment Order at the assumption of compliance with the other conditions for submission of the Order to the Bank. The procedure as per the first sentence is deemed, for Contract purposes, a due signing and authorisation of the Order by the authorised person, whereby the authorised person confirms their authorship or the integrity of the data stated in the respective Order.
<b>Payment Services Provider</b>	An entity holding a licence to provide payment services, licenced by the competent state authority and providing payment services to Clients on the basis of the consent granted by the Client, provided that the following provider types are distinguished depending on the payment service type provided to the Client: <ul style="list-style-type: none"> <li>a. provider of Account information services;</li> <li>b. provider of payment initiation services;</li> <li>c. issuer of card-based payment instruments.</li> </ul>
<b>Order</b>	A payment order delivered to the Bank via an Electronic Service.
<b>Strong Authentication</b>	Verification of the Client's identity in using the Electronic Service, in the Client's remote communication with the Bank or in using the payment service provided by the Payment Services Provider based on the use of two or more different distinctive elements of the Client, characterized as knowledge, ownership or inherence. Such distinctive elements of the Client include, but are not limited to, Security Tokens, an agreed password, fingerprint, SMS code, face recognition and others.
<b>SporoPay</b>	An Electronic Service provided to an Internet Merchant, which enables the Client to deliver to the Bank a Payment Order for the benefit of the Internet Merchant for goods or services ordered.
<b>User</b>	An authorised person stipulated by the Client to execute the various acts associated with the Account via the Business24 Electronic Service within the scope set forth in the User's profile and at the terms set forth by the Client.
<b>Dedicated Interface</b>	An interface provided by the Bank to the Payment Services Provider, allowing secure communication between the Bank, the Payment Services Provider and the Client in conformity with the specific statutory regulation, via which the Bank makes the Account available

to the Client and to the Payment Services Provider at terms and conditions set forth in the PsBC and in the conditions set forth by Publication.

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## 1. FUNDAMENTAL PROVISIONS

- 1.1. These PsBC form part of the Contract, based on which the Bank provides a Deposit Product to the Client:
    - a) being a natural person (sole trader), who enters into and performs the Contract as part of its business or other entrepreneurial activity;
    - b) being a legal entity; or
    - c) being the owners of flats and non-residential premises, represented by the property manager acting within its property management role.
  - 1.2. The PsBC shall also apply to a natural person, who assumes the rights and obligations of the Client under the Contract or who provides a security for the obligation of the Client under the Contract.
  - 1.3. The PsBC are available at [www.slsp.sk](http://www.slsp.sk) and in each Branch.
  - 1.4. The Contract takes precedence over the PsBC and GBC. The PsBC take precedence over GBC. The PsBC and GBC always complement the Contract.
  - 1.5. Capitalised terms shall have the meaning defined in the Contract, these PsBC or GBC.
  - 1.6. The types of Bank Products and the terms and conditions, under which such products are provided, are available at [www.slsp.sk](http://www.slsp.sk) and in each Branch.
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## 2. ACCOUNT

- 2.1. An Account is used for performing cash and cashless payment transactions and is intended for business purposes, including pursuant to tax regulations. The types of Accounts, including the stipulation of the type of Clients for whom they are intended, are listed in the conditions set forth via Publication.
- 2.2. If an Account is provided to a Client for whom such Account type is not intended, the Bank is authorised to reclassify the provided Account to an Account type intended for the given Client type pursuant to the conditions set forth via Publication.
- 2.3. The Bank shall pay interest on the funds on an Account from the day, on which the funds are deposited onto the Account until the day preceding the day of withdrawal from the Account.
- 2.4. The Bank shall credit the interest accrued to the Account at the end of a calendar month. In case of closing of Account, the Bank shall credit interest to the Account on the day of closing the Account.

### *Opening and maintaining an Account*

- 2.5. The Bank shall open an Account in the agreed currency based on a Contract. In case the currency is not agreed in the Contract, the Bank shall open the Account in Euro.
- 2.6. The Client may carry out transactions with the funds in the Account by giving Instructions.
- 2.7. The Bank may, for the sake of security, demand that Instructions to carry out a transaction with the funds in the Account are signed in accordance with the Specimen Signature deposited with the Bank or may require that an imprint of a stamp identical to the Specimen Stamp is attached.
- 2.8. In case the Client carries out transactions with the funds in the Account or the Bank charges any Fees to the Account and there are not enough funds in the Account, the Bank shall record an Unauthorised Overdraft in the Account. The Client shall pay to the Bank an interest on arrears on the amount of the unauthorised overdraft and such interest shall be payable immediately. The applicable rate of interest is stated in the conditions set forth via Publication. The Client shall be obliged to repay the unauthorised overdraft immediately.

### *Closing of Account*

- 2.9. An Account shall be closed by the Bank on the effective date of withdrawal from the Contract after the lapse of the notice period, or after the lapse of the period for which the Account was

opened (if the Account was opened for a definite term). In case other Bank Products were provided to that Account, the Bank shall close the Account:

- a) after the expiry of the last Bank Product provided to the Account, or
  - b) after the lapse of 8 calendar days after the termination of the Contract, under which the Bank issued an electronic Payment Card for the Account, or
  - c) after the lapse of 30 calendar days after the termination of the Contract, under which the Bank issued an embossed Payment Card for the Account; or
  - d) on the day following after the maturity date of an authorised overdraft or overdraft facility provided for the Account.
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### 3. DEPOSIT ACCOUNT

3.1. Deposit Account is an account used for the appreciation of funds.

#### *Opening and Maintaining a Deposit Account*

- 3.2. The Bank shall open a Deposit Account in the agreed currency and for the agreed Fixed Term based on a Contract. The types of Deposit Accounts are listed in the conditions set forth via Publication.
- 3.3. The Fixed Term may also be agreed as recurring.
- 3.4. In case the Client carried out no transactions with the balance in the Deposit Account during the Fixed Term, the Bank shall pay interest on the funds during the Fixed Term at the rate of interest stated in Publication prevailing on the day, on which deposit is made to the Deposit Account. In case a recurring Fixed Term was agreed, the Bank shall pay interest on the funds during each additional Fixed Term at the rate of interest stated in the conditions set forth via Publication and prevailing on the Day of Deposit Renewal.
- 3.5. In case the deposit in the Deposit Account is cancelled during the Fixed Term, the Bank shall pay interest on the funds from the day of depositing onto the Deposit Account until the day, on which the Client carried out a transaction with the same, at the rate of interest stated in the conditions set forth via Publication and prevailing on the day, on which the Client carried out the transaction.
- 3.6. No later than on the day preceding the Maturity Date, the Client may unilaterally:
  - a) request an advance closing of the Deposit Account as of the next Maturity Date or as of the Day of Deposit Renewal; or
  - b) change the agreed manner of using the interest accrued.

#### *Carrying Out Transactions with the Deposit in a Deposit Account*

- 3.7. On Maturity Date, the Client may increase or decrease the Fixed Deposit in the Deposit Account. In case of a decrease, the Client agrees to observe the Minimum Balance.
- 3.8. If a deposit is credited to the Deposit Account on a day different from the Maturity Date, such funds shall be kept on record by the Bank as a Non-Fixed Deposit intended for deposit until the next Maturity Date. On the Maturity Date the Client may ask for the funds to be transferred from the Fixed Deposit to an account or to a Non-Fixed Deposit intended for withdrawal, in which the Bank keeps such funds until the day of their withdrawal by the Client. The funds in the Non-Fixed Deposit intended for withdrawal cannot be re-transferred to the Fixed Deposit.
- 3.9. If any funds are credited to the Deposit Account during the Fixed Term, such funds shall become part of the Fixed Deposit on the next Deposit Renewal Day. Until that day, such funds shall be kept on record as Non-Fixed Deposit intended for deposit and shall bear interest at a rate stated in the conditions set forth via Publication.

### *Closing of Deposit Account*

3.10. The Bank may close a Deposit Account if:

- a) the Client fails to make the agreed deposit to the Deposit Account within 3 months from the date of the Contract;
- b) the Client carries out any transactions with the deposit in the Deposit Account; or
- c) if the Client failed to comply with the Minimum Deposit or the Minimum Balance.

## 4. COMMON PROVISIONS FOR ACCOUNTS AND DEPOSIT ACCOUNTS

- 4.1. The Bank may set the Minimum Deposit and the Minimum Balance amount in the Account and in the Deposit Account in the conditions set forth via Publication.
- 4.2. Due to technical changes to the Bank's information system or due to changes in legislation, the Bank may change the number of Account or Deposit Account. It shall inform the Client of the change at least 2 calendar months in advance.
- 4.3. The Bank shall, in the following cases, not enable to the Client to make withdrawals or cashless transfers from a Deposit Product:
  - a) enforcement of a decision or enforcement (execution) proceedings by assignment of account receivable;
  - b) decision of a competent authority; or
  - c) in cases provided for by statutory regulations.
- 4.4. The Client shall inform the Bank in writing that the funds on the Deposit Product are excluded from decision enforcement or enforcement proceedings; otherwise the Bank shall treat the funds on the Client's Deposit Product as intended for decision enforcement or enforcement proceedings.
- 4.5. The Client agrees that the Bank may, even without receiving an Instruction pursuant to the Payment Services Act, deduct from the Account or Deposit Account the amount equal to any receivable of the Bank against the Client, provided that the Bank is entitled to execute such deduction also via an Electronic Service provided for such account of the Client
- 4.6. In case the Client and the Bank entered into an agreement restricting the Client's right to carry out transactions with the funds in the Account or Deposit Account, such agreement shall be extinguished only after the full settlement of the rights and obligations arising out of the Contract, as part of which such agreement was entered into, even if the Contract itself was extinguished at an earlier point of time. During the term of the agreement restricting the right to carry out transactions with the funds in the Account or Deposit Account, the Client shall not be authorised to:
  - a) terminate the contractual relationship under the Contract, based on which the Account and the Deposit Account were opened,
  - b) assign to a third party the rights and obligations under the Contract, based on which the Account and the Deposit Account were opened,
  - c) establish a pledge over the Client's receivable from the Account and Deposit Account;
  - d) carry out any legal act changing the legal relationship of the Client to the Account and the Deposit Account;
  - e) change or cancel the number of Fixed Term renewals applicable to a Deposit Account.
- 4.7. The Bank shall, in the form of a statement, inform the Client of the balance and the transactions carried out on the Deposit Product at the agreed frequency and in the agreed manner or at the frequency and in the manner provided for by statutory regulations. The Bank may stop the sending of statements in case it becomes aware in a credible manner of the death of the Client or in case the statement returns as undeliverable.
- 4.8. Any transactions with the Account or Deposit Account may only be carried out by the Client, who is the holder of such account, or by a person authorised by the Client to do so.
- 4.9. After closing the Account or Deposit Account, the Bank shall use or transfer the balance as instructed by an Instruction. In case the Client fails to deliver such Instruction, the Bank shall keep



the funds recorded in its books, albeit they shall bear no interest. In case the Bank closes an Account or Deposit Account, which is subject to enforcement of decision or enforcement proceedings, it shall transfer the funds therefrom according to the instructions of the competent authority.

- 4.10. The Client may ask the Bank that the right to carry out transactions with the funds on an Account or Deposit Account is restricted by blocking. The conditions applicable to blocking of funds shall be agreed on between the Bank and the Client in writing.

## 5. PACKAGED ACCOUNT

- 5.1. The types of Packaged Accounts and their scope are provided in the conditions set forth via Publication.

### *Provision of Packaged Account*

- 5.2. The Bank shall provide the Packaged Account to the Client based on a Contract. The account shall be maintained in the Euro.
- 5.3. If, prior to entering into the Contract concerning the Packaged Account, the Bank provided to the Client a Bank Product, which is provided as part of the Packaged Account, the Contract concerning the Packaged Account shall modify and complement those terms of the Contract, under which the Bank provided the Bank Product, and which are expressly different in such Contract.
- 5.4. The Bank shall provide to the Client a discount from the Fee for the Packaged Account after meeting the conditions laid down in the conditions set forth via Publication. The above shall not apply if:
- a) the Bank provided to the Client another benefit relating to the Packaged Account;
  - b) the termination of the Contract concerning the Packaged Account became effective, or
  - c) the termination of the Contract concerning the Account, which forms part of the Packaged Account became effective.

### *Change of Packaged Account*

- 5.5. The Client may request the Bank to reclassify the Packaged Account to another type of Packaged Account. In case the Bank grants such request, it shall enter into a new Contract with the Client, which will change the original terms, under which the Packaged Account was provided.
- 5.6. The Client may request the Bank that the provision of Bank Products included in a Packaged Account is cancelled and that such products are provided in the future outside the Packaged Account.

### *Closing of Packaged Account*

- 5.7. The Client may by notice terminate the Contract, whose subject matter is the opening of a Packaged Account. The Bank shall, after the lapse of the notice period, close the Packaged Account, and stop the provision of all Bank Products provided as part of the Packaged Account, unless other Bank Products (e.g. a Payment Card) were provided to the Account, which is included in the Packaged Account. In such a case, the Contract shall be extinguished after the expiry of the last Bank Product provided as part of the Packaged Account. Upon the lapse of the notice period, the Bank shall stop the provision of Electronic Services in respect of Bank Products, which are provided as part of the Packaged Account.
- 5.8. After closing a Packaged Account, the Bank shall use the Account balance as instructed by the Client. In case the Client fails to deliver any such instruction, the Bank shall keep the funds recorded in its books, albeit they shall earn no interest.
- 5.9. Contract termination shall be without prejudice to the provisions concerning the handing over, taking over or labelling of any Security Token or code, by means of which the Client agreed to use the Electronic Services or Security Tokens made available to the Client.

*Transitional provision*

- 5.10. The provisions of the current Article shall accordingly apply to relationships based on a Contract for the provision of product and service package to entrepreneurs.
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6. SAFE DEPOSIT BOXES

- 6.1. Safe deposit box is used particularly for safekeeping of valuables and documents.
- 6.2. Inflammable substances, chemicals, explosives, ammunition or any substances dangerous to life or health, objects or funds resulting from criminal activity, objects belonging to any other entities than the Client to whom a safe deposit box was provided for use under a Contract, goods or assets subject to an international sanction pursuant to applicable statutory regulations or decisions of public authorities may not be placed into the safe deposit box. The Client shall be responsible for the content of the safe deposit box.
- 6.3. The Client shall have the right to use the safe deposit box during the opening hours of the Branch, in which the safe deposit box is located.
- 6.4. The Bank shall enable the use of the safe deposit box to a third party, who holds in its possession the key from the safe deposit box and can produce a power of attorney granted by the Client.
- 6.5. The content of safe deposit box is insured against theft, breaking in, burglary, damage or destruction for the sum insured stated in the conditions set forth via Publication.
- 6.6. On the day of Contract termination, the Client shall collect the content of the safe deposit box, return the key from the safe deposit box to the Bank and pay the outstanding Fee for the use of the safe deposit box.
- 6.7. In case the Client does not vacate the safe deposit box after the termination of the contractual relationship, the Bank shall store its content in the Bank's premises, but shall not be liable for any damage incurred by the Client in this respect.
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7. PAYMENT CARDS

- 7.1. Payment card is a means enabling the Client to make cash withdrawals from ATMs and to perform payments at Merchants and other payment transactions with the funds in the Account. The types of Payment Cards are listed in the conditions set forth via Publication.

*Issuance of Payment Card*

- 7.2. The Bank shall issue a Payment Card to the Client based on a Contract.
- 7.3. The Bank shall deliver to the Client an inactive Payment Card and PIN in the manner provided for in the conditions set forth via Publication. In case the Payment Card and PIN number are to be delivered by post, the Bank may reject to make the delivery to a foreign country.
- 7.4. If delivered by hand delivery, the Bank shall hand over the Payment Card and PIN number to the Card Holder. In case the Card Holder authorises a third party to take over the Payment Card and PIN, the Card Holder shall be liable for the damage caused by the use of the Payment Card as of the moment of takeover of the Payment Card and PIN. The Bank may reject to hand out the Payment Card and PIN number to a third party.
- 7.5. In the case that the Payment Card contains a signature strip, the Cardholder immediately after taking receipt of the Payment Card shall sign it by hand on the signature strip on the back of the Payment Card. The signature serves as a specimen signature and, at the same time, as a means for authorising a payment transaction made using the Payment Card. The Payment Card is non-transferable. The Payment Card may be used only by the Cardholder.
- 7.6. The Client may ask the Bank that a Payment Card for an Account, which the Client is the holder of, is issued to another person; by doing so, such other person shall be authorised to use the funds in the Account using the Payment Card and to carry out other acts in the scope defined in the conditions set forth via Publication.

#### *Renewed Card*

- 7.7. The Bank shall automatically issue to the Client a Renewed Card, unless the Client informs the Bank 2 months before the expiry of the Payment Card at the latest that they do not wish the card to be issued.
- 7.8. The Bank shall not issue a Renewed Card to the Client if Payment Cards of the relevant type are no longer issued. In case the Bank offers a Payment Card, which enables the Client to use the same or similar services, the Bank may issue to the Client a Renewed Card of that type. The Bank shall inform the Client thereof reasonably in advance. The Client may reject the issuance of a Renewed Card of the new type within the period of time and in the manner specified by the Bank in the information notice.

#### *Use of Payment Card*

- 7.9. The Client shall use the Payment Card in accordance with the laws of the state, on whose territory the Payment Card is used by the Client.
- 7.10. The Client shall observe the security principles for using Payment Cards contained in the conditions set forth via Publication and take all measures to prevent the misuse of the Payment Card. The breach of said principles shall constitute gross negligence and a material breach of the Contract.
- 7.11. The Client may use the Payment Card to carry out transactions listed in the conditions set forth via Publication.
- 7.12. The functionality of a Payment Card may in certain cases (particularly when using the Payment Card abroad) be restricted due to incompatible technical settings of devices accepting Payment Cards on the side of some Merchants.
- 7.13. An Instruction given by Payment Card shall be irrevocable.
- 7.14. The Client is authorised, with the Payment Card, carry out transactions with the funds in the Account up to the authorised Payment Card Limit and up to the available Account balance as a maximum.
- 7.15. The Payment Card Limit cannot exceed the Maximum Payment Card Limit. The Bank may, for reasons of security, with a view to protecting the Client against the misuse of the Payment Card and for reasons deserving special consideration, temporarily or permanently unilaterally change the Maximum Payment Card Limit. The Bank shall inform of such change by Publication.
- 7.16. The Client shall confirm a Payment Card transaction with its physical presentation and the identity of the Client:
  - a) by entering their PIN number; or
  - b) by the Client's signature identical to that on the Payment Card if the Payment Card contains a signature strip and at the same time enables confirmation of the payment operation by signing the Sales Receipt.
- 7.17. The Client shall confirm a cardless Payment Card transaction, for which the Payment Services Act requires the application of Strong Authentication of the payment service user and the identity of the Client.
- 7.18. The Client shall confirm a cardless Payment Card transaction, for which the Payment Services Act does not require the application of Strong Authentication, or for which the Bank applies an exception from the application of Strong Authentication in accordance with a special regulation, and the identity of the Client:
  - a) by entering the number and the expiry date of the Payment Card and the CVV2 / CVC2 code or
  - b) in another manner as agreed between the Bank and the Merchant.
- 7.19. Contactless payment card transactions at the Merchant at the POS terminal up to the amount of EUR 50, as well as Payment Card transactions on self-service machines selling low-value products or services may be confirmed by the Client usually by the mere use of the Payment Card; by doing so, the Client also confirms their identity. The Contactless Transaction amount for which no entering of the PIN number is required may differ depending on the country in which the Payment Card is used, as well as on setting of the limit with the particular Merchant with

whom the Contactless Transaction is effected. In Contactless Transactions exceeding the value of EUR 50, the Client is usually prompted to enter the PIN number.

- 7.20. For security reasons, the Client may, even when carrying out Contactless Transactions up to EUR 50, be at any time requested to enter the PIN number or to sign the Sales Receipt.
- 7.21. Remote cardless Payment Card transactions up to EUR 30, if the cumulative amount of such remote payment transactions has not exceeded EUR 100 since the last application of Strong Authentication and the Client can usually confirm their identity by stating the Payment Card number and expiry date and the CVV2 / CVC2 code. The application of this rule depends on the settings with a particular Merchant.
- 7.22. In case of loss, theft or suspected misuse of a Payment Card by a third party, the Client shall notify the Bank thereof without unreasonable delay and ask the Bank to block the Payment Card.
- 7.23. The Client shall bear the losses incurred as a result of the use of a lost or stolen Payment Card or due to the misuse of the Payment Card by an unauthorised person. The Client shall also bear the losses if, in executing the Client's payment operation, the Bank did not require a strong authentication of the Client or used an exception from the strong authentication of the payer pursuant to a specific regulation. The provision of Section 12(1), (2), (3), (4), (5) and (6) of the Payment Services Act shall not be fully applied.
- 7.24. The Bank shall bear the losses incurred as a result of the use of a lost or stolen Payment Card or due to the misuse of the Payment Card by an unauthorised person after the request for blocking of the Payment Card is received by the Bank, unless the Client acted in a fraudulent manner.
- 7.25. The Bank may block the Payment Card for reasons of security, in case of suspected unauthorised or fraudulent use of the Payment Card or in cases, in which the Bank is obliged to do so pursuant to the statutory regulations. The Bank shall inform the Card Holder of the blocking and of the reasons therefore without unreasonable delay.

*Settlement of payment transactions made with a Payment Card*

- 7.26. Payment transactions made with a Payment Card shall be debited by the Bank to the Account, to which the Payment Card has been issued. Settlement shall be carried out by the Bank no later than on the next Business Day after receiving the information and data needed for settlement.
- 7.27. The Bank may, for the time period from the moment of payment transaction with the Payment Card until settlement, block funds in the Account equal to the amount of the payment transaction.
- 7.28. Payment transactions carried out abroad shall be settled by the Bank in accordance with the conditions of international card companies. The manner of settlement and determination of exchange rate is described in the conditions set forth via Publication.

*Cancellation of Payment Card*

- 7.29. The Contract, based on which a Payment Card was issued, shall in particular be terminated
  - a) due to the performance of an act aimed at terminating the Contract concerning the Account, to which the Payment Card has been issued. An act aimed at the termination of the Contract concerning the Account shall also be regarded as an act aimed at terminating the contract for the issuance and use of the Payment Card issued to that Account;
  - b) upon the expiry of the Payment Card, unless a Replacement Card or Renewed Card was issued to the Client;
  - c) by termination by the Client or the Bank.
- . In case the Bank becomes aware in a credible manner of the death or dissolution of the Account Holder, it shall cancel all Payment Cards issued to that Account and the Contract, based on which such Payment Cards were issued, shall be extinguished.
- 7.30. In case the Bank becomes aware, in a credible manner, of the death of the Card Holder, or in case the Card Holder does not take over the Payment Card within 90 days from the day of production of Payment Card, which should be delivered to a Branch, the Payment Card issued to that Card Holder shall be cancelled and the Contract, based on which such Payment Card was issued, shall be terminated in the part concerning such Payment Card.

- 7.31. In case a Payment Card was issued as associated to two Accounts, the termination of the Account Contract shall terminate that part of the Payment Card Contract relating to the use of the Payment Card in connection with the closed Account.
- 7.32. The Client shall, after losing the authorisation to use the Payment Card or after the expiry of the Payment Card, physically destroy the card without unreasonable delay. The Bank shall specify in the conditions set forth via Publication, which types of Payment Cards need to be returned. In case of breach of this obligation, the Client shall be liable for all payment transactions related to the misuse of the card and for the damages so caused to the Bank.
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## 8. ELECTRONIC BANKING

- 8.1. Electronic Banking is a set of Electronic Services for distance communication between the Client and the Bank.

### *Establishing the Electronic Service*

- 8.2. The Bank provides Electronic Services to the Client based on the EB Agreement. The Bank shall make the Electronic Service available to the Client within a reasonable time after the effective date of the EB Agreement, no later than within 2 Business Days. The types of Electronic Services provided by the Bank are listed in the conditions set forth via Publication. Successful provision and use of Electronic Services requires that the Client meets the applicable technical criteria, depending on the type of the Electronic Service to be provided.
- 8.3. In the EB Agreement, the Client shall specify the extent of the Electronic Service and choose a Security Token, the method of its use and the Limit. The maximum amount of Limits is specified in the conditions set forth via Publication. The Client may change the specification of the Electronic Service during the term of the EB Agreement also by means of an Electronic Service, which enables such change. In case the extent of the Electronic Service is not specified by the Client, the Bank shall provide the Electronic Service limited to non-transactional tasks only.
- 8.4. A new EB Agreement shall alter those parts of an earlier EB Agreement, which are affected by the provisions of the new EB Agreement.
- 8.5. The Bank may, even without a request, make a Bank Product available to the Client within an Electronic Service. In such a case, it shall make available to the Client information about the balance and movements of funds on such Bank Product or about other facts concerning the Bank Product.

### *Provision of Electronic Service*

- 8.6. Communication between the Client and the Bank via an Electronic Service shall take place without interruption, except for system maintenance or unforeseeable technical defects.
- 8.7. The Client acknowledges that it is necessary to inform the Bank of any change to the data necessary for successful provision and use of Electronic Services.

### *Security Requirements*

- 8.8. When using an Electronic Service and a Security Token, the Client shall be obliged to observe the security principles described in the conditions set forth by Publication and take any and all measures to prevent the misuse of the same. The breach of said principles shall constitute gross negligence and a material breach of the EB Agreement.
- 8.9. The Client shall use the Electronic Services made available to them exclusively by means of Security Tokens assigned to them.
- 8.10. The Client shall be fully responsible for the use of the Electronic Services by authorised persons, whom the Client authorised to use the Electronic Services.
- 8.11. For security reasons, the Bank may change the Client's Identification Code. The Bank shall notify the Client of the change.
- 8.12. In case of any change of the data contained in the EB Agreement, the Client shall notify the Bank of such change without unreasonable delay. The breach of said obligation may affect the

functionality of the Electronic Service and, in such a case, the Bank shall bear no responsibility for any defects in Electronic Service provision.

- 8.13. The Client shall immediately notify the Bank of the loss, destruction or unauthorised use of a Security Token or of any other fact, which might compromise the security of the Electronic Service being provided or of the Security Token used. After receiving such notification from the Client, the Bank shall disable access to the Electronic Service by means of the Security Token. In extraordinary cases, the Bank may disable access even based on a notification from a third party.
- 8.14. The Client shall bear the losses incurred due to an unauthorised Order or and unauthorised Payment Order of the Client delivered by the Payment Services Provider to the Bank via the Dedicated Interface and caused by the use of a lost or stolen Security Token or by the misuse of the Security Token or the Electronic Service by an unauthorised person. The Client shall also bear the losses if, in executing the Order or the Payment Order of the Client delivered by the Payment Services Provider to the Bank via the Dedicated Interface, the Bank did not require Strong Authentication or used an exception from the Strong Authentication pursuant to a specific statutory regulation. The provision of Section 12(1), (2), (3), (4), (5) and (6) of the Payment Services Act shall not be fully applied.
- 8.15. The Bank shall be liable for losses due to an unauthorised Order or the Payment Order of the Client delivered by the Payment Services Provider to the Bank via the Dedicated Interface and caused by the use of a lost or stolen Security Token or by the misuse of Security Token or Electronic Service by an unauthorised person, which are incurred after the request to block the Security Token has been filed at the Bank, unless the Client acted in a fraudulent manner.

*Blocking of the Electronic Service, the Dedicated Interface or the Security Token*

- 8.16. In case of reasonable suspicion of misuse of an Electronic Service, the Dedicated Interface or the Security Token, the Bank may block such Electronic Service, Dedicated Interface or Security Token to the Client for the necessary period of time.
- 8.17. The Bank shall inform the Client of the blocking and subsequent unblocking of the Electronic Service, Dedicated Interface or Security Token.

*Execution of Instructions*

- 8.18. The Bank shall execute an Instruction delivered via an Electronic Service or the Dedicated Interface, if the Client:
  - a) proves their identity by entering the Identification Code or Authentication Code;
  - b) duly and completely fills in the Instruction;
  - c) observes the Limit; and
  - d) authorises the execution of the Instruction with the Certification Code or grants their consent with the execution of the Instruction via confirming such Instruction, whereby the Client authorises the same.
- 8.19. If the Bank applies the exception from Strong Authentication pursuant to a specific statutory regulation in an Instruction delivered via an Electronic Service or via the Dedicated Interface, the Client shall not be obliged to authorise such Instruction with the Certification Code; the Client authorises the respective Instruction by giving the instruction „Confirm“. The Client's Instruction confirmed by the Client shall be deemed a due signing and authorisation of the Instruction by an authorised person, whereby the authorised person confirms their authorship, or, as applicable, the integrity of data stated in the respective Instruction.
- 8.20. In case the Client delivers an Instruction to the Bank in the form of an electronic file of Orders through File Transfer, the Client gives the Instruction to the Bank to execute all Orders contained in the file. Orders contained in one electronic file delivered to the Bank through File Transfer shall be authorised by the Client at once by entering one Certification Code.
- 8.21. The Bank shall execute the Orders contained in the electronic file only if each of them meets the conditions for execution.

- 8.22. The maximum number of Orders in one electronic file shall be specified by the Bank in the conditions set forth by Publication.
- 8.23. If the Client submits to the Bank such a Payment Order with the current maturity date specified by the Bank in the conditions set forth by Publication, however, only after the Payment Order submission time specified in the Payment Services Conditions or at the time of unavailability of the Bank's payment settlement system, the Bank shall accept such Order on the day of its submission, however, it will be executed on the next Banking Day following its submission or at the moment of re-availability of the Bank's system. The Bank is entitled to reserve funds in the Account in the amount specified in the Order for the period from the acceptance of such Order until its execution.
- 8.24. If funds are to be credited to the Account maintained by the Bank on the basis of the Order specified in section 8.23. and received at the time specified in section 8.23., the Bank shall credit such funds on the next Banking Day following the submission of such Order or at the moment of re-availability of the Bank's system. For the period from the receipt of such Order until the crediting of funds to the beneficiary's Account, the Bank is entitled to allow the beneficiary to dispose of the funds in the Account up to the amount specified in the Order in the manner and under the conditions specified by the Bank by Publication.

#### *Electronic Statement*

- 8.25. Upon the Client's request, the Bank shall send the statement of a Bank Product to the Client in electronic form via an Electronic Service. Such electronic statement, containing the requisites identical with the requisites of a paper-based statement fully replaces the paper-based statement.
- 8.26. In case the Client asks for the cancellation of paper-based statements, the Bank shall make available or provide to the Client statements relating to the Bank Product concerned in electronic form via an Electronic Service.
- 8.27. In case the Client uses no Electronic Service or has no access to the electronic statement and no other type of statement has been agreed on, the Bank shall issue to the Client the statement relating to the Bank Product at any time at a Branch.

#### *Termination of Electronic Service provision*

- 8.28. The provision of the Electronic Service shall be terminated if there is no agreement between the Bank and the Client or the authorised person for the provision or use of the Security Token.
- 8.29. As the EB Agreement or the Contract on Security Tokens usually govern the use of several Electronic Services or Security Tokens, the Bank may stop to provide a particular Electronic Service or Security Token although the Contract as a whole has not been terminated, by sending to the Client, within the agreed period of time, a notice of termination of the provision of the Electronic Service or Security Token concerned.
- 8.30. The Client shall have the right to cancel a particular Electronic Service or Security Token by changing the specification of the Electronic Services or by altering the Contract relating to the provision of Security Tokens, respectively.

#### *SporoPay Electronic Service*

- 8.31. The Bank provides the SporoPay Electronic Service to an Internet Merchant based on a contract and subject to the following conditions:
- a) the Internet Merchant has an Account opened with the Bank with Electronic Services provided to such account; and
  - b) the Internet Merchant meets the technical requirements enabling to link its Internet site to the Bank's system.
- 8.32. Part of the Contract shall be a technical description of the service, which the Bank may change unilaterally due to changes of technical possibilities of the Bank. The Bank shall announce such changes by Publication.

- 8.33. An Internet Merchant shall be obliged to provide assistance to the Bank when creating the technical link between its internet site and the Bank's system.
- 8.34. The Internet Merchant shall in particular be obliged to inform the Bank of the change of address of the internet site, on which its online shop is operated. The Internet Merchant may ask the Bank to provide the SporoPay service also for online shops other than those agreed in the Contract. The Bank shall not be obliged to grant such request by the Internet Merchant.
- 8.35. After the conclusion of the Contract, the Bank shall hand over or make available to the Internet Merchant an advertising banner with the SporoPay logo. In case communication is secured by a secret key, the Internet Merchant shall, when using the same, observe the principles of safe use of Security Tokens.
- 8.36. The Internet Merchant shall be obliged to place the advertising banner with the SporoPay logo on its internet site, make it well visible and ensure that a Client choosing to pay via SporoPay is always redirected to the Bank.
- 8.37. In case the Internet Merchant did not provide its correct Account number or correct payment identifier to the Client, the Bank shall not be liable for the correctness of data contained in a payment or for damages caused by the non-execution of payment for goods and services entered by the Client.
- 8.38. The Bank shall inform the Internet Merchant of the result of execution of payment transactions carried out via the SporoPay service for the benefit of the Internet Merchant's Account, and this in the extent and in the manner provided in SporoPay technical description.
- 8.39. In case communication between the Bank and the Internet Merchant as part of the SporoPay service is secured by a secret key, the Internet Merchant shall, when using the same, observe the principles of safe use of Security Tokens. An authorised person of Internet Merchant is obliged choose the secret key as part of the Internetbanking Electronic Service. The Internet Merchant shall be liable for observance of security principles relating to Security Tokens by the authorised person. In case of loss of the secret key by the Internet Merchant's authorised person or in case of its loss or misuse, or in case the Internet Merchant believes that the secret key could be misused by an unauthorised person, the Internet Merchant shall be obliged to change the secret key without unreasonable delay.
- 8.40. The Internet Merchant hereby grants to the Bank the consent to the publication of the Internet Merchant's name, logo or other designation, registered office or place of business and address of internet site, on which its online shop is operated, in the list of Internet Merchants cooperating with the Bank and to the use of the same in marketing materials of the Bank promoting cooperation between the Bank and the Internet Merchant.
- 8.41. The contractual relationship between the Bank and the Internet Merchant under the agreement for the establishment and use of the SporoPay Service may be terminated in the manner provided for in the GBC and:
  - a) by termination of the contractual relationship between the Bank and the Internet Merchant under the contract relating to the Internet Merchant Account, for the benefit of which the Bank is obliged credit payments for goods and services made by the Client via the SporoPay service.
  - b) by termination of the contractual relationship between the Bank and the Internet Merchant under the EB Agreement, in case the provision of such Electronic Service was a precondition for the provision of the SporoPay service in accordance with the agreement on the establishment and use of the SporoPay service.
- 8.42. The Internet Merchant shall, on the day of termination of the contractual relationship with the Bank, be obliged to settle all of its obligations arising out of such contractual relationship towards the Bank, including in particular the obligation to remove the advertising banner with the SporoPay logo from its internet site.

*Multicash Electronic Service*

- 8.43. The Bank shall provide the Multicash service to the Client on Contract basis and provided that the technical preconditions set by the Bank in the conditions set forth by Publication are met. Technical preconditions for the provision of the relevant Electronic Service may be unilaterally



changed by the Bank particularly due to the change of technical possibilities for providing the Electronic Service concerned. The Bank shall announce such changes by Publication.

- 8.44. The Bank may provide the Multicash service to the Client also in respect of a third party account maintained by the Bank, based on a power of attorney granted to the Client by the account holder.
- 8.45. The Contract, under which the Multicash service is established and provided, shall also include attachments governing the terms of service provision. Attachments to the Contract may be amended with the consent of the parties by a new attachment meeting the same formal requirements. The part of the new attachment, which has been filled out, fully replaces the data contained in the previous attachment. The data from those parts, which have not been filled out in the new attachment, shall remain unchanged as contained in the previous attachment. The data contained in the new attachment shall take effect on the Business Day following after the approval of the change of the attachment by both parties, unless provided otherwise in the new attachment.

*Installation of the Multicash Electronic Service*

- 8.46. The Bank shall hand over to the Client the necessary software and a user manual containing usage instructions.
- 8.47. The Bank may change the Multicash software; in such a case, it shall notify the Client of the change and deliver the new software to the Client. The Client may ask the Bank to re-install the software or any part thereof.
- 8.48. After installing the software, every authorised person possessing an authorisation to submit Orders to the Bank and to communicate with the Bank via such software shall, via the Multicash software, generate their private and public key of the electronic signature, subject to the terms provided in the conditions set forth via Publication. The Client shall deliver the public key of the electronic signature to the Bank via the software and within 3 Business Days from the date of its delivery to the Bank the Client shall also deliver the protocols of registration of the public key of the electronic signature to the Bank. Otherwise, the Bank shall not be obliged to make the Electronic Service available to the Client until this obligation is met.
- 8.49. Every authorised person may change or cancel its electronic signature private key and the corresponding public key in the Multicash Electronic Service. The party, who carried out the change, shall be obliged to hand over the new electronic signature public key to the other party without unreasonable delay.
- 8.50. Every authorised person shall be obliged to carry out all measures necessary to keep its access password, password for communication with the Bank, password for its electronic signature private key and its electronic signature private key secret, to prevent access thereto or misuse thereof by unauthorised persons and use such Security Tokens in accordance with the terms and principles of their use laid down by the Bank. The breach of these obligations shall constitute gross negligence and a material breach of the Contract.
- 8.51. The Client shall have the right to use the installed software exclusively in accordance with the Contract, the PsBC and GBC and to observe the procedures described in the user manual. In case of a breach of these obligations by the Client, the Client shall be fully liable for the damages so caused. The Bank and the Client have agreed that Section 32(1) of the Payment Services Act shall not apply to the user manual. The Bank and the Client have agreed that the Bank may change the user manual with immediate effect, unless provided otherwise in the user manual.
- 8.52. The Bank may not initiate communication with the Client via the Multicash Electronic Service. The Bank may prepare for the Client various messages (text messages and files containing an update of the PsBC or GBC, results of Order execution, requests, warnings, information, new public key of the Bank's electronic signature, various commercial messages, etc.) and deliver the same to the Client after the connection with the Bank is established by the Client.
- 8.53. The Client agrees to this method of sending of messages. The Client shall pay due attention to all messages received from the Bank, as such message shall be binding upon the Client from the moment of delivery of the message by the Bank, unless provided otherwise. The Client shall be

liable for any damages caused by the breach of this obligation. The Bank and the Client have agreed that Section 32(1) of the Payment Services Act shall not apply to such messages.

*Orders Executed via Multicash*

- 8.54. All Orders and messages delivered to the Bank must be signed with a valid electronic signature and must comply with the Limits set by the Client in the Contract and with the signature classes of authorised persons and must comply with other conditions, as specified in the conditions set forth via Publication. Otherwise, the Orders will not be executed. Any communication between the Client and the Bank via the Multicash service is possible with the use of a valid electronic signature only.
- 8.55. The Client shall, in any Order delivered to the Bank via the Multicash Service indicate the payer and payee account in the IBAN format and specify the maturity date of the Order.
- 8.56. An Order, in which the Client specifies the current day as the maturity date, shall be executed by the Bank provided that the Client delivers such Order to the Bank before the deadline specified by the Bank by Publication.
- 8.57. After the deadline set by the Bank by Publication, the Bank shall receive Orders with maturity date on the following day or with a later maturity date. An Order with a future maturity date shall be executed by the Bank on the Maturity Date of the Order. In an Order in which the Client has specified a maturity date that has already expired, the Bank shall be entitled to amend such date to the date of the current day at the time of receipt of the Order by the Bank, and to execute such Order.
- 8.58. The Client may not take back any Order delivered to the Bank via the Multicash service.

*Termination of the Multicash Electronic Service Agreement*

- 8.59. The contractual relationship between the Client and the Bank under a Multicash Electronic Service Agreement may be terminated in the manner specified in the PsBC and:
  - a) by terminating the last contractual relationship between the Bank and the Client under a Contract, the subject matter of which is the provision of the Bank Product, if, at the time of such Contract termination, the Multicash Service is provided by the Bank to the Client only in respect of such Bank Product;
  - b) by extinguishing of a power of attorney granted by the account holder to the Client in a separate power of attorney to use the Multicash Service for the Bank Product and/or to carry out transactions with the funds in the Bank Product via Multicash Service, if, at the time when such power of attorney is extinguished, the Bank provides the Multicash Service to the Client solely in respect of the Bank Product specified in such power of attorney.

In case of termination of the contractual relationship between the Bank and the Client, the provision of Section 33 of the Payment Services Act shall not be fully applied.
- 8.60. The Client shall, on the day of termination of the contractual relationship, stop to use and remove the corresponding software from all their computers, on which such software has been installed.

*Business24 Electronic Service*

- 8.61. The Bank shall provide the Business24 Electronic Service to the Client under the EB Agreement. The Bank shall lay down the terms and conditions and the specification of the Business24 Electronic Service, which it may unilaterally change, in the conditions set forth via Publication. The Client may set the manner of use of the Business24 Electronic Service at their own discretion, however, within the scope stipulated by the Bank in the conditions set forth via Publication.
- 8.62. The Bank may provide the Client with Business24 also in respect of a third-party Bank Product maintained by the Bank, on the basis of a power of attorney granted to the Client by the Bank Product holder.
- 8.63. The EB Agreement, whereunder Business24 is provided, also includes an annex setting forth the terms and conditions of provision of Business24. The annex to the EB Agreement may be replaced, subject to the parties' consent, by a new annex with the same formal requisites. The part of the new annex, which will be completed, shall fully replace the data stated in the preceding annex. The data from the part, which will not be completed in the new annex shall remain in force

as per the wording of the previous annex. The data stated in the new annex shall become effective no later than on the next Business Day after the effective date of the agreement for the amendment, unless provided otherwise in the new annex.

- 8.64. If the Client changes the specification of the Business24 Electronic Service, the list of Users, the scope of their authorisations, their profiles or the specification of signing rules directly in the environment of the Business24 Electronic Service, the Bank shall deem such change a proposal for an amendment to the EB Agreement in the part in which the change occurred. The amendment to the EB Agreement shall be effective as of the moment of delivery of the new wording of the annex signed by the Bank to the Client, unless agreed otherwise between the Bank and the Client.
- 8.65. The Bank shall make the user manual containing the instructions for use available to the Client directly in the Business24 Electronic Service.
- 8.66. The Bank may change the user manual with immediate effect, unless provided otherwise in the user manual.
- 8.67. The Bank shall send various messages or notifications (text messages and files containing updates to the PsBC, GBC, the results of execution of Orders, Instructions, calls, notifications, information, various commercial messages, etc.) to the Client. The Client agrees with such form of sending of messages.
- 8.68. The Client shall pay due attention to all messages received from the Bank, as such messages shall be binding upon the Client from the moment of delivery of the message by the Bank, unless provided otherwise. The Client shall be liable for any damage caused by the breach of this obligation. The Bank and the Client have agreed that the provision of Section 32(1) of the Payment Services Act shall not be applied to such messages.
- 8.69. The Client may use the Business24 Electronic Service to send to the Bank any commercial messages, information or any required documents that the Client committed to submit in a specific agreement with the Bank.

*Instructions executed via Business24*

- 8.70. All Instructions delivered to the Bank shall be signed by a valid Security Token and shall comply with the authorisations, restrictions and Limits set forth by the Client in the EB Agreement, except for Orders executed in favour of Partner Accounts and Instructions, for which the Bank applied the exception from Strong Authentication pursuant to a specific statutory regulation, unless provided otherwise in the EB Agreement. Otherwise, the Instructions shall not be executed.
- 8.71. An Order, in which the Client specifies the current day as the maturity date, shall be executed by the Bank provided that the Client delivers such Order to the Bank before the deadline specified by the Bank by Publication. In case the Client requests that the Order is executed immediately upon delivery, they shall indicate this in the Order. If the Client designates an Order as a priority, the Bank will execute it as an Urgent Transfer in accordance with the terms and conditions specified by the Bank in the Publication governing priority transfer.
- 8.72. After the deadline set by the Bank by Publication, the Bank shall receive Orders with maturity date on the following day or with a later maturity date. An Order with a future maturity date shall be executed by the Bank on the maturity date of the Order. In an Order in which the Client has specified a maturity date that has already expired, the Bank shall be entitled to amend such date to the date of the current day at the time of receipt of the Order by the Bank, and to execute such Order.
- 8.73. The Client may use the Business24 service to take back an Order with a current maturity date not containing a requirement to execute the Order immediately upon its delivery, and an Order with a future maturity date on or before expiration of the period stipulated by the Bank by Publication.
- 8.74. In the Agreement, the Client may specify the type of the Security Token to be used by the User in remote communication with the Bank on behalf of the Client and the Limit. The Bank shall not execute an Instruction unless signed by the Security Token specified by the Client for the given User.

- 8.75. A User may carry out transactions with the funds in the Account set forth in the Agreement within the scope of the profile allocated to such User by the Client. A User may give Instructions to the Bank within the scope of the profile stipulated for them, and in executing the individual acts the User shall comply with the Limits and the specification of signing rules, as well as the restrictions set forth by the Client.
- 8.76. If several Users act jointly in giving an Instruction as per the stipulated signing rules, such Users shall, in giving the Instruction, comply with the sequence order stipulated for them by the Client and with the Limits of the respective signing Users that are the lowest at the time of submission of the respective Order.

*Termination of the Business24 Electronic Service Agreement*

- 8.77. The contractual relationship between the Client and the Bank established under the Business24 Electronic Service Agreement may be terminated in the manner specified in the PsBC and:
- a) by terminating the contractual relationship between the Bank and the Client established under a Contract, the subject matter of which is the provision of the Bank Product, if, at the time of termination of such Contract, Business24 is provided by the Bank to the Client only in respect of such Bank Product;
  - b) by extinguishing of a power of attorney granted by the account holder to the Client in a separate power of attorney to use the Business24 for the Bank Product and/or to carry out transactions with the funds in the Bank Product via Business24, if, at the time when such power of attorney is extinguished, the Bank provides Business24 to the Client solely in respect of the Bank Product specified in such power of attorney.

In case of termination of the contractual relationship between the Bank and the Client, the provision of Section 33 of the Payment Services Act shall not be fully applied.

*The Bank's making the Account available to the Client and to the Payment Services Provider via the Dedicated Interface*

- 8.78. The Bank shall make the Account available to the Client and to the Payment Services Provider via the Dedicated Interface on executing the Strong Authentication and on the basis of the Client's consent granted to the Payment Service Provider or also the consent granted to the Bank, if required, provided that it thereby allows the Client to use the payment services provided by the Payment Services Provider.
- 8.79. The Bank shall make the Account available to the Payment Services Provider to obtain data about the Account in order to provide the same to the Client, to initiate the Client's Payment Orders or to obtain confirmations of availability of funds in the Account required to execute a payment operation bound to a Payment Card at terms and conditions and within the scope set forth in the conditions set forth by Publication.

9. MISCELLANEOUS

- 9.1. By granting the authorisation to carry out transactions with the funds on a Deposit Product, the Client, being the owner of such Deposit Product, confirms that the authorised person has the full capacity to carry out transactions with such funds.
- 9.2. In case the Bank opened the Deposit Product for two or several Clients, each of them shall have equal rights and obligations. The Clients shall have joint and several liability. In such a case, an act carried out by any of the Clients vis-à-vis the Bank shall be deemed an act carried out by all such Clients. The Client, with whom the Bank acted, shall be obliged to inform the other Clients of the act carried out. The Bank does not scrutinize mutual claims between Clients.
- 9.3. The rates of interest applicable to Deposit Products are provided in the conditions set forth via Publication.

- 9.4. The Bank shall have the right to unilaterally change the rates of interest provided on Deposit Products. A change of interest rate or exchange rate shall apply immediately and without prior notice, if it is based on a reference rate of interest or reference exchange rate. In the case of cessation or termination of notification of a certain reference interest rate type for any given period, the Bank shall use such reference interest rate type to calculate the interest rate based on the reference interest rate, which replaced the original reference interest rate type for the given period based on a decision of the reference interest rate provider or the respective competent authority or based on a generally binding statutory regulation.
  - 9.5. If the Bank is obliged under applicable law to collect and remit any taxes, levies, charges or duties (e.g. transaction tax) from the Client, the Client is obliged to ensure that there are sufficient funds on the Deposit Product to cover them; if the balance on the Deposit Product is insufficient to cover them, the Bank is authorized to charge the Deposit product into an unauthorized overdraft.
  - 9.6. The Bank and the Client have agreed that the provisions of Section 3(4), Section 10, Section 12, Section 31, Section 32, Section 33, Section 38 to Section 43 and Section 44(1) and (4), Section 98(2) of the Payment Services Act shall not be fully applied to the contractual relationship between the Bank and the Client under a Contract, which is a Framework Agreement within the meaning of the Payment Services Act.
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## 10. FINAL PROVISIONS

- 10.1. The Bank may, for the following reasons, unilaterally change the PsBC and, if so agreed with the Client, also individual terms of the Contract:
    - a) change of statutory regulations;
    - b) development on the banking or financial market, which is capable of having an objective impact on the provision of Bank Products or the terms, on which such products are provided;
    - c) change of technical possibilities for the provision of Bank Products;
    - d) in order to ensure safe functioning of the banking system, or
    - e) to ensure compliance by the Bank with prudential regulations and banking stability.
  - 10.2. The Bank may supplement the PsBC due to an extension of banking services. The Bank shall inform of the supplement to PsBC by Publication no later than 1 calendar day in advance.
  - 10.3. The current wording of PsBC or the terms of the Contract, which the Bank may, pursuant to the Contract, unilaterally change by Publication, shall be announced by Publication at least 15 calendar days before the effective date of the change.
  - 10.4. The change of the PsBC shall take effect on the day stated in the GBC.
  - 10.5. The PsBC shall survive the termination of the contractual relationship between the Client and the Bank until the full settlement of their mutual relationships.
  - 10.6. These PsBC shall enter into force on 1 January 2015. On the effective date of these PsBC, the Business Conditions for Product and Service Packages for Entrepreneurs issued by the Bank with the effective date as of 1 February 2006, the Business Conditions for the provision and use of Electronic Services and Payment Cards issued by the Bank with the effective date as of 10 September 2002 and the General Business Conditions issued by the Bank with the effective date as of 1 August 2002 shall be revoked and superseded in those parts, which governed the terms and conditions of Bank Products specified in these PsBC.
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## BASIC INFORMATION

Slovenská sporiteľňa, a. s.

Tomášikova 48, 832 37 Bratislava

Identification number (IČO): 00 151 653

Registered in the Commercial Register of the City Court Bratislava III, section Sa, File No.: 601/B

BIC SWIFT: GIBASKBX

VAT No.: SK7020000262

Tax Number: 2020411536

Number of banking licence: UBD-1247/1996 granted by the National Bank of Slovakia.



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## SUPERVISORY AUTHORITY

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