

**PRODUCT-SPECIFIC BUSINESS CONDITIONS  
FOR DEPOSIT PRODUCTS OF**

**SLOVENSKÁ SPORITEL'ŇA, A. S.**

**effective since 01 January 2015**

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DEFINITIONS

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

ACCOUNT, DEPOSIT ACCOUNT, SAVINGS ACCOUNT, CURRENT ACCOUNT, PASSBOOK

<b>Cycle</b>	<p>The term of the deposit on a Passbook, during which the Client increases the amount of deposit by a Quarterly Deposit. The term of one Cycle is specified in the conditions set forth by Publication. A Cycle starts:</p> <ul style="list-style-type: none"><li>a) on the commencement date of the deposit contract;</li><li>b) on the day following after the day of a Successfully Completed Cycle;</li></ul> <p>or</p> <ul style="list-style-type: none"><li>c) on the day following after the day of Unauthorised Withdrawal;</li></ul> <p>In case the month of the agreed deposit maturity does not contain the day defined as the last day of a Cycle, the term of that Cycle shall end on the last day of such month, each subsequent Cycle term, however, shall be determined based on the originally specified last day of the Cycle; after a Successfully Completed Cycle, a Cycle of higher level follows (i.e. after Cycle I comes Cycle II, after Cycle II comes Cycle III etc.); each Cycle following after Cycle III is subject to an agreement between the Bank and the Client, which does not require written form.</p>
<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 end of a 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 the commencement of the term; in case the Fixed Term is specified 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 Savings Account or Term Deposit on a Passbook; if there is no such day in a calendar month, the Maturity Date shall be the last day of that calendar month.
<b>Savings Day</b>	A day of a calendar month with identical number as the day on which funds equal to at least the Minimum Savings Amount were credited to the Savings Account for the first time; for the Savings Account with the Account is shall be the day of a calendar month with identical number as the savings day under the Savings Account Agreement; if there is no such day in a calendar month, it shall be the last day of that calendar month.
<b>Fixed Term</b>	<ul style="list-style-type: none"><li>a) for Deposit Account and Term Deposit on a Passbook the term commencing:<ul style="list-style-type: none"><li>i) on the day, on which funds equal to at least the Minimum Deposit are credited to the Deposit Account,</li><li>ii) on the day of setting up a Term Deposit on a Passbook,</li><li>iii) on the Day of Deposit Renewal on a Deposit Account,</li><li>iv) on the day of renewal of Term Deposit on a Passbook and ending on the day preceding the Maturity Date;</li></ul></li><li>b) for Savings Accounts the term commencing on the Savings Day and ending on the day before the next Savings Day.</li><li>c) for the Savings Account Savings (formerly defined as the Savings Account for a reserve): a calendar month,</li></ul>
<b>Quarterly Deposit</b>	Consensual expression of will of the Client and the Bank changing the amount of deposit on a Passbook; the amount of Quarterly Deposit is specified in the conditions set forth by Publication; Quarterly Deposit shall

	be made as a single deposit or a series of deposits; Quarterly Deposit does not include the amount of interest added to deposit.
<b>Term for Withdrawal</b>	Term for making Authorised Deposit Withdrawal, which commences on the first day of the following Cycle and whose length is specified in the conditions set forth by Publication;
<b>Passbook Holder</b>	A private or corporate client, on whose name, birth registration number and permanent residence address or commercial name, address of registered office and identification number the Passbook has been issued.
<b>Maximum Savings Amount</b>	The Maximum Savings Amount specified by the Bank in the conditions set forth by Publication.
<b>Extraordinary Deposit</b>	Funds intended to be deposited onto a Savings Account as an extraordinary deposit; the maximum aggregate amount of Extraordinary Deposits onto Savings Accounts shall be specified by the Bank in a Publication; the amount of Initial Deposit reduced by the agreed Savings Amount shall be counted into the maximum amount of Extraordinary Deposit for the relevant calendar year.
<b>Minimum Savings Amount</b>	The minimum amount of funds specified by the Bank in the conditions set forth by Publication to be transferred to the Savings Account.
<b>Minimum Deposit</b>	The minimum amount of funds specified by the Bank to be deposited to and kept on a Deposit Product during the entire term of provision of the Deposit Product.
<b>Unauthorised Withdrawal</b>	Withdrawal of deposit outside the Term for Withdrawal or repeated withdrawal made after an Authorised Withdrawal during the Term for Withdrawal.
<b>Non-Fixed Deposit</b>	Funds: a) received on a Savings Account/Deposit Account, which should become a Fixed Deposit on the Savings Day/Maturity Date, b) which did not become a Fixed Deposit on the Savings Day (Non-Fixed Deposit intended for deposit), or c) which the Client intends to use on the Savings Day/Maturity Date after giving a notice to the Bank (Non-Fixed Deposit intended for withdrawal), and therefore the Fixed Deposit was reduced by the amount of such funds.
<b>Lower-level Cycle</b>	A Cycle following after an Unauthorised Withdrawal.
<b>Current Account</b>	A set of Bank Products provided to the Client under a Current Account Agreement.
<b>Authorised Withdrawal</b>	The first withdrawal during the Term for Withdrawal; the amount of Authorised Withdrawal is limited by the requirement to observe the Minimum Deposit on Passbook only; Authorised Withdrawal by Passbook Holder does not constitute a breach of the agreed conditions of a Successfully Completed Cycle.
<b>Initial Deposit</b>	Funds in the amount specified in the Savings Account Agreement, which should be transferred onto the Savings Account with the Account on the first Savings Day; the initial deposit shall include the agreed Savings Amount and the Extraordinary Deposit.
<b>Savings Amount</b>	a) A Non-Fixed Deposit, which shall become a Fixed Deposit at least in the Minimum Savings Amount on the Savings Day; b) For the Savings Account with the Account: Funds in the amount specified in the Savings Account Agreement, which should be transferred onto the Savings Account; c) For the Savings Account Savings (formerly defined as Savings Account for a reserve): Funds regularly transferred to the Savings Account during the Fixed Term.

<b>Term Deposit on Passbook</b>	An amount of deposit, which, based on an agreement between the Client and the Bank, bears interest during the Fixed Term at the rate of interest specified in the conditions set forth by Publication.
<b>Account</b>	A current account of the Client opened by the Bank based on a Contract, which is not to be used for business purposes.
<b>Savings Account</b>	A deposit account of the Client intended for making savings.
<b>Successfully Completed Cycle</b>	A Cycle, in which Quarterly Deposits were observed and no Unauthorised Withdrawal was made.
<b>Fixed Deposit Passbook</b>	Funds, which the Client undertakes not to use during the Fixed Term. A security confirming the contractual relationship between the Client and the Bank.
<b>Deposit Account Specimen Signature</b>	A deposit account of the Client opened by the Bank based on a Contract. 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.
<b>Current Account Agreement</b>	A contract, based on which the Bank opens a Current Account for the Client.

#### PAYMENT CARDS

<b>Contactless transaction</b>	A cashless transaction with a Payment Card using contactless chip technology Visa PayWaved 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 the identifier for authorising card-absent transactions.
<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, which the Client is authorised to 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 specified in the conditions set forth by 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>	A Payment Card issued after the expiry of a Payment Card.
<b>PIN number</b>	Identification code of the Client to be entered when using a Payment Card and to confirm a payment operation.
<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 at a Merchant with a Payment Card and grants the consent to carry out a payment operation by means of Payment Card.
<b>Virtual Card</b>	A Payment Card without a physical form issued to a Client in relation to an Account.

#### ELECTRONIC BANKING

<b>Authentication Code</b>	The agreed code for the authentication of a Client and authorisation of Instructions via the Electronic Service.
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<b>Security Token</b>	A means for ensuring security of distance communication via the Electronic Service or a technological device, which the Bank issues to a natural person based on a Contract.
<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>	An agreement governing the legal relationships between the Bank and the Client in the provision of Electronic Services.
<b>Electronic Service</b>	A service provided by the Bank enabling the Client distant communication with the Bank.
<b>File Transfer</b>	Electronic Service, which enables the Client to deliver to the Bank electronic file containing Payment Orders.
<b>Identification Code</b>	The assigned code for the identification of a Client via the Electronic Service (e.g. login)
<b>Limit</b>	A restriction on the use of Security Token expressed as a financial amount, which cannot be exceeded in a single transaction carried out by the Security Token.
<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 the Electronic Service.
<b>Strong Authentication</b>	Verification of the identity of the Client in using the Electronic Service, in the Client's remote communication with the Bank or in using a 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>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.

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 non-commercial natural person), who does not act as part of their employment, occupation or business when entering and performing the Contract.
  - 1.2. The PsBC are available at [www.slsp.sk](http://www.slsp.sk) and in each Branch.
  - 1.3. The Contract shall prevail over the PsBC and the GBC. The PsBC and the GBC shall always complement the Contract.
  - 1.4. Capitalised terms shall have meanings assigned to them in the Contract, the PsBC or the GBC.
  - 1.5. 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 at each Branch.
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2. ACCOUNT

- 2.1. An Account is used for performing cash and cashless payment transactions. The types of Accounts are listed in the conditions set forth by Publication.
- 2.2. 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.
- 2.3. The Bank shall credit the interest accrued to the Account at the end of a calendar month. In case of reclassification of the Account to a different kind of Account, the Bank shall credit the interest on the reclassification date. 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*

- 2.4. 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.
- 2.5. The Client may carry out transactions with the funds on the Account based on an Instruction.
- 2.6. The Bank may, for the sake of security, demand that the Instruction to carry out a transaction with the funds on the Account is signed in accordance with the Specimen Signature deposited with the Bank.
- 2.7. In case the Client carries out transactions with the funds on the Account or the Bank charges Fees to the Account and there are not enough funds on the Account, the Bank shall record an unauthorised overdraft on the Account. The unauthorised overdraft shall be due immediately. The Client shall pay interest on arrears on the amount of the unauthorised overdraft to the Bank with immediate maturity; the applicable rate of interest is stated in the conditions set forth by Publication

*Closing of Account*

- 2.8. An Account shall be closed by the Bank on the effective date of the withdrawal from the Contract after expiration of the notice period or after expiration of the period for which the Account was opened (if the Account was opened for a definite period). In case other Bank Products were provided to that Account, the Bank shall only close the Account:
    - a) after the expiry of the last Bank Product provided to the Account,
    - 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,
    - c) after the lapse of 30 calendar days after the termination of the Contract, under which the Bank issued an embossed Payment Card or a Virtual Card for the Account, or
    - d) on the next day after the maturity date of the authorised overdraft (overdraft facility) provided to the Account.
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3. SAVINGS ACCOUNT

*General provisions governing Savings Accounts*

- 3.1. Savings Accounts are used for regular savings.
- 3.2. The Bank shall open a Savings Account in the agreed currency based on a Contract. The types of Savings Accounts are listed in the conditions set forth by Publication.
- 3.3. The general provisions governing Savings Accounts shall apply to all Savings Account types, unless stated otherwise in special provisions.

- 3.4. The Savings Account deposit shall be constituted by the Fixed Deposit and the Non-Fixed Deposit.
- 3.5. The Bank may, via Publication, set a Minimum Savings Amount, a Maximum Savings Amount and an Extraordinary Deposit for the various Savings Account types.
- 3.6. The Fixed Term of a deposit shall be regularly recurring until Contract termination.
- 3.7. On executing the Contract, the Client shall transfer funds at least in the Savings Amount to the Savings Account.
- 3.8. The Client shall transfer funds to the Savings Account so that funds at least in the Savings Amount can be credited to the Fixed Deposit on the Savings Day. If funds maintained as Non-Fixed Deposit intended for deposit at least in the Minimum Savings Amount are deposited on the Savings Account, the Bank shall transfer them to the Fixed Deposit, however in an amount not to exceed the amount set forth in the the conditions set forth by Publication.
- 3.9. If a deposit is credited to the Savings Account on a day different from the Savings Day, such funds shall be maintained by the Bank as a Non-Fixed Deposit intended for deposit until the next Savings Day.
- 3.10. The Bank may refuse to receive any funds increasing the deposit to the Savings Account. The Bank may refund the funds on the Savings Account exceeding the deposit set forth in the the conditions set forth by Publication to the Client.
- 3.11. On the Savings Day, the Client may ask for transferring the funds from the Fixed Deposit to an account or to the Non-Fixed Deposit intended for withdrawal, on which the Bank shall maintain the same until the day of their withdrawal by the Client. The funds on the Non-Fixed Deposit intended for withdrawal cannot be re-transferred to the Fixed Deposit.
- 3.12. If the Client requests immediate availability of the deposit for carrying out transactions on a day not being the Savings Day, the Bank shall use the funds maintained as Non-Fixed Deposit. If the balance of the Non-Fixed Deposit is lower than the amount requested by the Client, the Bank shall close the Savings Account and disburse the entire deposit to the Client.
- 3.13. If the Bank and the Client agree in the Contract to make transfers of the Savings Amount from the Account, the Bank shall effect such transfers also without submission of a Payment Order in accordance with the terms agreed in the Contract. The Client shall ensure enough funds on the Account to allow transferring the funds to the Savings Account throughout the Savings Day.
- 3.14. Unless the Client used the Fixed Deposit prior to the Savings Day, the Bank shall pay interest on the Fixed Deposit during the Fixed Term at an interest rate prevailing on the Savings Day, which is the beginning of the interest period. The Bank shall pay interest to the Savings Account on a monthly basis on the next Savings Day following the expiration of the Fixed Term.
- 3.15. The Bank shall pay interest on the Fixed Deposit in the period between the beginning of the interest period, being the Savings Day, and the end of the interest period, being the day preceding the day when the Client used the Fixed Deposit or when the Savings Account was closed, if the Client:
  - a) used the Fixed Deposit on a day different from the Savings Day; or
  - b) closed the Savings Account on a day different from the Savings Day;at an interest rate prevailing on the last day of the interest period on cancellation of the savings before the Savings Day.

Unless the Client increased the Fixed Deposit, the Bank shall credit interest to the Fixed Deposit in the period between the beginning of the interest period being the Savings Day and the end of the interest period being the day preceding the following Savings Day at an interest rate for the Non-Fixed Deposit intended for deposit prevailing on the last day of the interest period. Other terms applicable to awarding interest are set forth in the the conditions set forth by Publication.
- 3.16. The Bank may close the Savings Account, if:
  - c) funds equal to at least the Minimum Saving Amount have not been credited to the Savings Account within 3 months from the execution of the Contract;
  - d) no funds have been credited to the Savings Account during 3 consecutive Fixed Terms;
  - e) the Client breached the conditions for carrying out transactions with the funds on the Savings Account; or
  - f) the Client breached the Contract and the Bank holds a due receivable under the Contract from the Client.

*Special provisions for the Savings Account with the Account*

- 3.17. On the Savings Day, the Client shall transfer funds at least in the Savings Amount to the Savings Account. The Client agrees that the Bank transfers funds in the Savings Amount from the Account to the Savings Account on the Savings Day.
- 3.18. On the first Savings Day, the Bank shall transfer funds in the Initial Deposit amount from the Account to the Savings Account. The Bank shall not transfer the Initial Deposit to the Savings Account, unless there are sufficient funds in the amount of the Initial Deposit available on the Account on the Savings Day. The Client may subsequently transfer the Initial Deposit to the Savings Account on the next Savings Day.
- 3.19. The Client may also make Extraordinary Deposits to the Savings Account, subject to the terms stated in the conditions set forth by Publication. Other deposits to the Savings Account may be rejected by the Bank.
- 3.20. The Bank may reject to accept funds exceeding the Savings Amount and the maximum Extraordinary Deposit amount to the Savings Account. The Bank may refund the funds on the Savings Account exceeding the Savings Amount and the maximum Extraordinary Deposit amount to the Account.
- 3.21. The Client may transfer the funds in the amount specified in the conditions set forth by Publication from the Savings Account to the Account on the Savings Day. The Bank shall not carry out any other withdrawals or transfers of funds from the Savings Account.
- 3.22. Unless the Client carried out transactions with the funds on the Savings Account during the Fixed Term, the Bank shall pay interest on the funds at an interest rate specified in the conditions set forth by Publication on the Savings Day, which is the beginning of the Fixed Term. The Bank shall credit the interest to the Savings Account on the Savings Day, which is the end of the Fixed Term.
- 3.23. If the Client carried out transactions with the funds during the Fixed Term, or if the Savings Account was closed prior to expiration of the Fixed Term, the Bank shall pay interest on the funds from the Savings Day to the day, when the Client carried out a transaction with the funds or when the Savings Account was closed. The interest rate specified in the conditions set forth by Publication on the day when the client carried out the transaction with the funds or when the Savings Account was closed shall be applied.
- 3.24. Persons authorised to carry out transactions with funds on the Account may also carry out transactions with funds on the Savings Account opened with such Account.
- 3.25. The Bank may close the Savings Account, if:
  - a) funds equal to at least the Minimum Saving Amount have not been credited to the Savings Account within 3 months from the execution of the Contract;
  - b) no funds have been credited to the Savings Account over 3 consecutive Fixed Terms;
  - c) the Client carried out a transaction with the funds on the Savings Account before the Savings Day;
  - d) after carrying out a transaction with the funds on the Savings Day, the credit balance on the Savings Account is less than the Minimum Savings Amount; or
  - e) the Account, to which the Savings Account was linked, was closed.
- 3.26. After the closing of the Savings Account, the Bank shall transfer the credit balance from the Savings Account to the Account.
- 3.27. The PsBC provisions governing the Fixed Deposit and the Non-Fixed Deposit shall not be applied.

*Special provisions for the Savings Account Savings (in the Contracts or their parts formerly defined as the Savings Account for a reserve)*

- 3.28. A deposit on the Savings Account shall be constituted by the credit balance on the Savings Account on the individual days of the Fixed Term.
- 3.29. The Client shall transfer funds to the Savings Account so that deposits at least in the Minimum Savings Amount are made to the Savings Account during the Fixed Term. The Client may increase and decrease the deposit on the Savings Account at any time and without any restrictions during the Fixed Term.
- 3.30. The Bank shall pay interest on the funds on the Savings Account at an interest rate specified in the conditions set forth by Publication. The Bank shall credit the interest to the Savings Account on the last day of the Fixed Term.
- 3.31. The PsBC provisions governing the Fixed Deposit and the Non-Fixed Deposit shall not be applied.



- 3.32. By signing the Contract under which the Bank shall maintain a Savings Account for a Client being a minor, the Client's legal representative confirms that, upon reaching the age of 15, the Client has capacity to dispose of the Savings Account and the funds on the Savings Account.

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#### 4. DEPOSIT ACCOUNT

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

*Opening and maintaining a Deposit Account*

- 4.2. 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 by Publication.
- 4.3. The number of recurrences of the Fixed Term is agreed in the Contract
- 4.4. In case the Client carried out no transactions with the balance on the Deposit Account during the Fixed Term, the Bank shall pay interest on the funds during the Fixed Term at a rate of interest stated in the conditions set forth by Publication valid on the day, on which deposit is made to the Deposit Account. During any subsequent Fixed Term, the Bank shall pay interest on the funds at a rate of interest stated in the Publication prevailing on the Day of Deposit Renewal.
- 4.5. In case the deposit on 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 a rate of interest stated in the conditions set forth by Publication prevailing on the day, on which the Client carried out the transaction with the funds.
- 4.6. No later than on the day preceding the Maturity Date, the Client may unilaterally:
- request an advance closing of the Deposit Account as of the next Maturity Date or as of the Day of Deposit Renewal; or
  - change the agreed manner of using the interest accrued.

*Effecting Deposit Transactions on a Deposit Account*

- 4.7. On Maturity Date, the Client may increase or decrease the Fixed Deposit on the Deposit Account. In case of decrease, the Client agrees to observe the Minimum Deposit.
- 4.8. 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.
- 4.9. On the Maturity Date, the Client may ask for a transfer of the funds from the Fixed Deposit to an account or to a Non-Fixed Deposit intended for withdrawal, in which the Bank maintains such funds until the date of their withdrawal by the Client. The funds in the Non-Fixed Deposit intended for withdrawal cannot be re-transferred to a Fixed Deposit.
- 4.10. If funds are credited to the Deposit Account during the Fixed Term, they 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 the rate stated in the conditions set forth by Publication.

*Closing of Deposit Account*

- 4.11. The Bank may close the Deposit Account if:
- the Client fails to make the agreed deposit to the Deposit Account within 3 months from the execution of the Contract;
  - the Client carries out transactions with the deposit in the Deposit Account; or
  - the Client failed to meet the Minimum Deposit.

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#### 5. COMMON PROVISIONS FOR ACCOUNTS, SAVINGS ACCOUNTS AND DEPOSIT ACCOUNTS

- 5.1. The Bank may change the rates of interest. 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.
- 5.2. The Bank may set a Minimum Deposit amount for the Account, Savings Account and Deposit Account in the conditions set forth by Publication.
- 5.3. In case the Bank maintains the Account, the Savings Account and the Deposit Account for two or several Clients and unless in a Publication provided otherwise, legal acts may be executed by any of them independently.

- 5.4. Due to technical changes to the Bank's information system or due to changes in legislation, the Bank may change the number of Account, Savings Account or Deposit Account.
  - 5.5. The Bank shall not enable to the Client to carry out a withdrawal or cashless transfer of funds from an Account, Savings Account and Deposit Account in the following cases:
    - a) enforcement of a decision or enforcement (execution) proceedings by assignment of receivable from the account;
    - b) decision of a competent authority; or
    - c) in cases provided for by statutory regulations;
  - 5.6. The Client shall deliver to the Bank a declaration that the funds on the Account, Savings Account or Deposit Account are excluded from the enforcement of the decision or enforcement proceedings.
  - 5.7. In case the Bank closes the Account, Savings 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.
  - 5.8. The Client agrees that the Bank may deduct from the Client's Account, Savings Account or Deposit Account funds equal to the amount of the Bank's receivable against the Client arising from or in connection with the provision of another Bank Product, even if no Instruction to that view is received pursuant to the Payment Services Act.
  - 5.9. The Bank shall, in the form of a statement, inform the Client of the balance on and the transactions carried out in the Account, the Savings Account and the Deposit Account at the frequency and in the manner agreed or provided for by statutory regulations.
  - 5.10. The Bank shall inform the Client of the balance of and the transactions carried out on the Savings Account linked to the Account and on the Deposit Account opened in respect of the Account by means of a statement relating to the Account, to which such Savings Account or Deposit Account is linked.
  - 5.11. 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.
  - 5.12. Any transactions with the Account, Savings Account or Deposit Account may only be carried out by a Client, who is the holder of such account, or by a person authorised by such Client to do so.
  - 5.13. After closing the Account, the Savings Account or the Deposit Account, the Bank shall use the funds as instructed by an Instruction, unless agreed otherwise. 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.
  - 5.14. The Client may ask the Bank that the right to carry out transactions with the funds on the Account, the Savings Account and the Deposit Account (except for Savings Accounts with the Account) is restricted by blocking. The conditions applicable to blocking of funds shall be agreed on between the Bank and the Client in writing.
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## 6. CURRENT ACCOUNT

- 6.1. Current Account is a set of Bank Products provided by the Bank to the Client on the terms published in in the conditions set forth by Publication. The types of Current Accounts and their scope are listed in the Publication.

### *Providing and maintaining a Current Account*

- 6.2. The Bank provides the Current Account to the Client based on a Contract.
- 6.3. If, prior to the conclusion of the Current Account Agreement, the Bank provided to the Client a Bank Product, which forms part of the Current Account, the Current Account Agreement shall amend and complement those terms of the Contract, based on which the Bank Product was provided by the Bank, which are expressly different.
- 6.4. By signing the Contract whereunder the Bank shall provide a Current Account intended for young persons to a minor Client, the Client's legal representative confirms the Client's capacity to carry out transactions via the Account and with the funds in the Account, as well as the Client's capacity to enter into a Payment Card Agreement and the EB Agreement with the Bank, on the basis of which the Bank will make the Electronic Services available to the Client for the Current Account to the extent specified by the Bank under the terms and conditions set out in the Publication.

### *Special provisions for Current Account for a minor Client*

- 6.5. A minor Client from the age of 15 may apply to the Bank for the opening of a Current Account, the issue of a Payment Card for this account and the provision of Electronic Services to the Current Account, even

without the presence of a legal representative. After reviewing the request, the Bank is entitled to grant such request at its discretion.

- 6.6. At the request of the legal representative, the Bank shall make banking information related to the Current Account of a minor Client available to the legal representative. In order to maintain professional diligence, the Bank reserves the right to inform the minor Client's legal representative of the facts concerning the Current Account and other Bank Products of the minor Client and constituting the subject matter of banking secrecy even without the minor Client's request and consent.
- 6.7. With the exception of the legal representative, only the minor Client may dispose with the deposit in the Current Account.
- 6.8. The Bank may restrict the scope of actions that it makes available to a minor Client in the course of handling the Current Account.
- 6.9. The transfer of the Current Account to another payment service provider may be requested exclusively by the legal representative of the minor Client.
- 6.10. The minor Client is not entitled to request a change of the Current Account owner, a transfer to a different Bank Product, to apply for a deposit in the Current Account, or to authorise a third party to dispose with the deposit in the Current Account.

#### *Change of Current Account*

- 6.11. The Client may ask for a reclassification of the Current Account to another type of Current Account or Account. In case the Bank grants the Client's request for a change of the Current Account, it shall conclude with the Client a new Agreement for the Current Account or Account, which will alter the original conditions, under which the Current Account was provided.
- 6.12. The Client may request the Bank to cancel the provision of Bank Products included in Current Account and that such products are provided in the future outside the Current Account.

#### *Closing of Current Account*

- 6.13. The Bank shall close the Current Account, including all Bank Products provided as part of the Current Account after expiration of the notice period. In case other Bank Products are linked to an Account, which is part of the Current Account, the Current Account Agreement shall be closed after the cancellation of the last Bank Product provided as part of the Current Account. After expiration of the notice period, the Bank shall discontinue the provision of Electronic Services associated with the Bank Products pertaining to the Current Account.
- 6.14. After closing the Current Account, the Bank shall use the Account 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 earn no interest.
- 6.15. The termination of the Current Account Agreement shall not affect 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 Service or Security Tokens.

#### *Transitional provision*

- 6.16. The provisions of the current Article shall accordingly apply to relationships based on the contract for the provision of products and services package to natural persons.

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## 7. PASSBOOK

- 7.1. Passbook is a security, which is used by the Client particularly for saving purposes. The types and the conditions for maintaining the individual types of Passbooks are contained in the conditions set forth by Publication.

#### *Opening of Passbook and Carrying Out Transactions*

- 7.2. The Bank shall issue a Passbook after receiving a deposit. The Bank may set a Minimum Deposit on the Passbook, which must be preserved throughout the existence of the Passbook.
- 7.3. The deposit on the Passbook may be increased by agreement in the form of an amendment of the Contract. Carrying out transactions with the Passbook and with the deposit on the Passbook is only possible after presenting the Passbook.
- 7.4. Withdrawal of deposit from Passbook is possible only in cash based on an Instruction.
- 7.5. A record of transactions carried out with the deposit on the Passbook shall be made by the Bank after the Passbook is presented by the Passbook Holder or by a third party in possession of the Passbook.

Such person shall have the right to increase the deposit on the Passbook and obtain information about the contractual relationship relating to the Passbook.

- 7.6. Passbook Holder may by written instrument transfer the Passbook onto a third party. The Bank shall record the change of ownership into the Passbook after the presentation of such contract and the Passbook. The change shall take effect on the following Business Day at the latest.

*Payment of interest on Passbook deposits*

- 7.7. The Bank shall pay interest on the deposit on the Passbook as of the day of receiving the same until the day preceding the day of withdrawal.
- 7.8. The Bank shall credit interest to the Passbook at the end of a calendar year, unless agreed otherwise. In case the Passbook is closed, the Bank shall credit interest to the Passbook on the day of closing.
- 7.9. The Bank may change the rates of interest.

*Conditions for maintaining Passbook deposits*

- 7.10. In case the Bank opened a Passbook for two or several Clients and unless provided otherwise in the conditions set forth by Publication, legal acts may be carried out by any of them independently.
- 7.11. In case the Client informs the Bank that the Passbook has been taken from him/her by a person known to him/her, the Bank shall, upon the Client's request, record a ban on disbursements from the Passbook. The Bank shall cancel the ban on disbursements if the Client fails to present to the Bank, within one month after entering such ban, documents proving that he/she filed a claim to the court demanding the return of the Passbook.
- 7.12. In case of loss, theft or destruction of the Passbook, redemption proceedings pursuant to specific regulations shall take place upon request of the authorised person or another person proving legal interest in the Passbook.
- 7.13. The Bank shall not enable to the Client to withdraw funds from the Passbook in case of:
- enforcement of a decision or enforcement proceedings in the form of sale of securities and presentation of a Passbook;
  - decision of a competent authority; or
  - in cases provided for by statutory regulations.

*Term Deposit on Passbook*

- 7.14. The Client may ask for the opening of a Term Deposit on a Passbook, if possible pursuant to the conditions for maintaining the Passbook.
- 7.15. The Bank may set a minimum amount of Term Deposit (Minimum Deposit) on the Passbook in the conditions set forth by Publication.
- 7.16. On Maturity Date, the Client may increase or decrease the Term Deposit on the Passbook. In case of decrease, the Client agrees to observe the Minimum Deposit.
- 7.17. In case the Client delivers to the Bank the Instruction to increase or decrease the Term Deposit on a Passbook, the Bank shall execute the Instruction on the next following Maturity Date. The amount, by which the Term Deposit on the Passbook is to be decreased, shall be transferred to the part of the Passbook without a Fixed Term.
- 7.18. In case the Client carries out no transactions with the Term Deposit on the Passbook during the Fixed Term, the Bank shall pay interest during the Fixed Term at the rate of interest stated in the conditions set forth by Publication from the day of opening the Term Deposit on the Passbook. In case a recurring Fixed Term was agreed, the Bank shall pay interest on the Term Deposit on the Passbook during each additional Fixed Term at the rate of interest stated in the conditions set forth by Publication on the Day of Deposit Renewal.
- 7.19. In case the Term Deposit on the Passbook is cancelled during the Fixed Term, the Bank shall pay interest on the Term Deposit on the Passbook from the day of making the deposit onto the Passbook or from the Day of Deposit Renewal until the day of carrying out a transaction with the deposit. The rate of interest stated in the conditions set forth by Publication on the day, on which transactions with the Deposit were carried out by the Client, shall be used.
- 7.20. Interest is payable on the Maturity Date. Unless agreed otherwise, the Bank shall, on Maturity Date, transfer the interest to the part of the deposit on the Passbook without a Fixed Term.

*Closing of Passbook*

- 7.21. The Client may at any time and without stating a reason cancel the Passbook by withdrawing the entire sum deposited.
- 7.22. The Bank may cancel the Passbook by notice without stating a reason, particularly if:

- a) the Passbook is acquired by a legal entity;
  - b) the Passbook is acquired by two or more persons; or
  - c) the Client does not observe the conditions for maintaining Passbook deposits.
- 7.23. In case the Bank does not register the Client's Instruction for redemption or transfer of the balance from the Passbook following the cancellation of the Passbook, and at the same time the Bank registers an Account in the Client's name, the Bank may transfer funds from the cancelled Passbook to this Account.

*Special Conditions for the SPORObonus Passbook and the Children's Passbook*

- 7.24. The SPORObonus Passbook and the Children's Passbook shall be governed by provisions applicable to Passbooks, unless a different regulation is set forth in these special provisions for the SPORObonus Passbook and the Children's Passbook.
- 7.25. SPORObonus and the Children's Passbook are types of Passbook, whose holder agrees to make Quarterly Deposits during a Cycle to achieve Successful Completion of Cycle.
- 7.26. The deposit on the Passbook may be increased beyond the amount of Quarterly Deposit by agreement in the form of an amendment of the Contract.
- 7.27. The Deposit shall bear interest at the rate of interest applicable to that Cycle, as stated in the conditions set forth by Publication. The Bank shall credit interest on the last day of the relevant Cycle or on the day of making an Unauthorised Withdrawal.
- 7.28. In case the Passbook Holder observed the Quarterly Deposits and did not make any Unauthorised Withdrawal during Cycle I, the Bank shall pay interest on the deposit at the Basic Rate of Interest. On the day following after Successful Completion of Cycle I, Cycle II commences
- 7.29. In case the Passbook Holder did not observe the Quarterly Deposits and did not make any Unauthorised Withdrawal during Cycle I, the Bank shall pay interest on the deposit at the Basic Rate of Interest, and after the end of Cycle I, Cycle I starts again.
- 7.30. In case the Passbook Holder made an Unauthorised Withdrawal during Cycle I, Cycle I shall start again on the day following after the Unauthorised Withdrawal and for the term of the last Cycle, the Bank shall pay interest on the deposit at the Reduced Rate of Interest.
- 7.31. In case the Passbook Holder observed the Quarterly Deposits and did not make any Unauthorised Withdrawal during Cycle II, the Bank shall pay interest on the deposit at the Increased Rate of Interest. On the day following after Successful Completion of Cycle II, Cycle III commences.
- 7.32. In case the Passbook Holder did not observe the Quarterly Deposits and did not make any Unauthorised Withdrawal during Cycle II, the Bank shall pay interest on the deposit at the Increased Rate of Interest, and after the end of cycle II, Cycle II shall start again.
- 7.33. In case the Passbook Holder made an Unauthorised Withdrawal during Cycle II, Cycle I shall start all over on the day following after the Unauthorised Withdrawal. and for the term of the last Cycle, the Bank shall pay interest on the deposit at the Reduced Rate of Interest
- 7.34. In case the Passbook Holder observed the Quarterly Deposits and did not make any Unauthorised Withdrawal during Cycle III or any other higher-level Cycle, the Bank shall pay interest on the deposit at the Increased Rate of Interest. On the day following after Successful Completion of the Cycle, a higher-level Cycle commences.
- 7.35. In case the Passbook Holder did not observe the Quarterly Deposits and did not make any Unauthorised Withdrawal during Cycle III or any other higher-level Cycle, the Bank shall pay interest on the deposit at the Increased Rate of Interest and after the end of the Cycle, the same level of Cycle starts all over again.
- 7.36. In case the Passbook Holder made an Unauthorised Withdrawal during Cycle III or any other higher-level Cycle, Cycle II shall start all over on the day following after the Unauthorised Withdrawal and for the term of the last Cycle, the Bank shall pay interest on the deposit at the Base Rate of Interest.

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8. SAFE DEPOSIT BOXES

- 8.1. Safe deposit box is used particularly for safekeeping of valuables and documents.
- 8.2. Inflammable substances, chemicals, explosives, ammunition or 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.
- 8.3. 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.

- 8.4. 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 Client.
  - 8.5. 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 by Publication.
  - 8.6. Upon 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.
  - 8.7. In case the Client does not collect the content of the safe deposit box on the day of Contract termination, the Bank shall store it in suitable rooms. The Bank shall not be liable for the damage so caused to the Client.
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## 9. PAYMENT CARDS

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

### *Issuance of Payment Card*

- 9.2. The Bank shall issue the Payment Card to the Client based on a Contract.
- 9.3. The Bank shall deliver to the Client an inactive Payment Card and PIN in the manner provided for in the conditions set forth by Publication. In case the Payment Card and PIN number are delivered by post, the bank may reject delivery to a foreign country.
- 9.4. 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, 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. The Bank may reject to hand out the Payment Card to a third party.
- 9.5. 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.
- 9.6. The Client may ask the Bank to issue a Payment Card for an Account, which he/she is the holder of, to another person; by doing so, such other person shall be authorised to use the funds on the Account using the Payment Card and to other acts in the scope defined in the conditions set forth by Publication.
- 9.7. 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 he/she does not wish the issuance of the card.
- 9.8. For the avoidance of doubt the Bank may refuse to issue a Payment Card.

### *Use of Payment Card*

- 9.9. The Client shall use the Payment Card in accordance with the laws of the state, on whose territory the Payment Card is used.
- 9.10. The Client shall observe the security principles for using Payment Cards contained in the conditions set forth by 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.
- 9.11. The Client may use the Payment Card to carry out transactions listed in the conditions set forth by Publication.
- 9.12. The functionality of 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.
- 9.13. An Instruction given by Payment Card shall be irrevocable.
- 9.14. With the Payment Card, the Client is authorised to carry out transactions with the funds on the Account up to the authorised Limit of Use of the Payment Card and in any case up to the available Account balance.
- 9.15. The Payment Card Limit cannot exceed the Maximum Payment Card Limit. The Bank may unilaterally change the Payment Card Limits as well as the Maximum Payment Card Limit.
- 9.16. The Client shall confirm a Payment Card transaction with its physical presentation and the identity of the Client
  - a) by entering their PIN number free of any errors, 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.
- 9.17. 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 by performing Strong Authentication.
- 9.18. 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.
- 9.19. 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 products or services of low value may be confirmed by the Client usually by using the Payment Card only; by doing so, he/she 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.
- 9.20. 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.
- 9.21. 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.
- 9.22. The Client shall without undue delay notify the Bank of any loss, theft or suspected abuse of the Payment Card by a third party and shall ask the Bank to block the Payment Card.
- 9.23. 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:
- a) up to the amount of EUR 50 in case of negligence by the Client until the request to block the Payment Card is filed at the Bank;  
b) in the full amount in case of gross negligence by the Client until the request to block the Payment Card is filed at the Bank;  
c) In the full amount in case of fraudulent conduct of the Client, and this even after the request to block the Payment Card is filed at the Bank.
- The Client shall not bear the losses pursuant to a) and b) of this section, if:
- d) the loss was caused by an error on the Bank's side;  
e) the Client could not objectively detect the loss, theft or misuse of the Payment Card before the payment operation when applying reasonable prudence and care, and the Client's conduct is not fraudulent;  
f) the loss was caused due to the fact that the Bank did not require a strong authentication of the Client in executing the Client's payment operation, and the Client's conduct is not fraudulent.
- 9.24. In case Contactless Transactions of up to EUR 50, which the Client did not confirm with their PIN number or signature on the Sales Receipt, the Bank may reduce the amount of the loss incurred by the use of a lost or stolen Payment Card or as a result of misuse of the Payment Card by an unauthorised person to EUR 0, except for cases of the Client's fraudulent conduct.
- 9.25. The Bank may block the Payment Card particularly for reasons of security and in case of suspected unauthorised or fraudulent use. The Bank shall inform the Card Holder of the blocking, of the reasons therefore and of cancellation of the blocking without unreasonable delay.

*Settlement of payment transactions made with a Payment Card*

- 9.26. Payment transactions made with a Payment Card shall be debited by the Bank to the Account, to which the 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.
- 9.27. The Bank may, for the time period from the moment of payment transaction with the Payment Card until settlement, block funds on the Account equal to the amount of the payment transaction.

9.28. Payment Card 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 by Publication.

*Cancellation of Payment Card*

- 9.29. The Contract, based on which a Payment Card was issued, shall be terminated in particular
- 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 Account contract 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;
  - upon the expiry of the Payment Card, unless a Replacement Card or Renewed Card was issued to the Client;
  - by termination by the Client or the Bank.
- 9.30. 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 to be delivered to a Branch, the Bank shall cancel the Payment Card and the Contract, based on which such Payment Card was issued, shall be terminated in the part concerning the Payment Card issued to the Card Holder.
- 9.31. In case the Bank becomes aware in a credible manner of the death of the Client who is 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 cease to exist. The above shall not apply to Accounts maintained for two or more Clients; in such case the Payment Cards issued in respect of the Account shall not be cancelled.
- 9.32. If the Payment Card was issued in respect of 2 Accounts, the Payment Card Agreement shall only be terminated as a result of termination of the Account Agreement in the section governing the Payment Card use associated with the closed Account.
- 9.33. The Client shall, after the termination of the authorisation to use the Payment Card or after the expiry of the Payment Card, if issued in a physical form, physically destroy the card without unreasonable delay. The Bank shall specify in the conditions set forth by Publication, which types of Payment Cards need to be returned. In the 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.

*Special provisions for the Virtual Card*

- 9.34. Unless provided otherwise in these special provisions for the Virtual Card, provisions applicable to the Payment Card shall also apply to the Virtual Card.
- 9.35. A Client may request the Bank to issue a Virtual Card in relation to an Account maintained for that Client.
- 9.36. A Virtual Card delivered by the Bank to the Client shall be activated.
- 9.37. A change of a Virtual Card to other Payment Card and vice versa is not possible. In respect of the Virtual Card the Bank does not issue any Replacement Card to the Client.
- 9.38. Once the Virtual Card has been delivered to the Client, the cardholder is liable for any damage resulting from the use of the Virtual Card.
- 9.39. If the Client has cancelled the Virtual Card in the mobile application of the Electronic Service Internetbanking, version George, such cancellation shall constitute a termination of the Virtual Card by the Client.

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10. ELECTRONIC BANKING

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

*Establishing the Electronic Service*

- 10.2. The Bank provides the Electronic Service 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 scope of the Electronic Services, in which the said services are provided by the Bank are listed in the conditions set forth by the Publication.
- 10.3. Successful provision and use of the Electronic Service requires that the Client meets the applicable technical criteria, depending on the type of the Electronic Service.



- 10.4. In the EB Agreement, the Client may choose the Electronic Service and the Limit, although within the scope of the maximum amount of Limits, specified in the conditions set forth by the Publication. The Client may change the scope of the Electronic Service during the term of the EB Agreement also by means of the Electronic Service enabling such change. In case the extent of the Electronic Service is not specified by the Client, the Bank shall provide the Electronic Service in the maximum scope set forth by the conditions in the Publication.
- 10.5. A new EB Agreement shall alter those parts of an earlier EB Agreement, which are affected by the provisions of the new EB Agreement.
- 10.6. The Bank may, even without a request, make a Bank Product of the Client available to the Client by means of Electronic Service in the scope of the Electronic Service provided for this Bank Product as set out in the conditions determined in the Publication. The Bank has the right to limit the scope of Electronic Services provided in regards to the Bank Product of a minor Client, including the maximum Limits set by the Bank in the terms and conditions specified in the Publication.
- 10.7. The Client may appoint an authorised person to use Electronic Services with the Bank Products provided to the Client under the EB Agreement or via an Electronic Service. The Client authorises the authorised person:
  - a) to independently use the Electronic Services with the individual Bank Products;
  - b) to make themselves familiar with information on Bank Products;
  - c) to carry out transactions with the Bank Product funds within the scope of limits stipulated by the Client; and
  - d) to independently grant their consent to the Payment Services Provider to access the Account via the Dedicated Interface, which allows the Payment Services Provider to provide information about the Account to such authorised person, to initiate Payment Orders from the Account as instructed by the authorised person, and to obtain a confirmation of availability of funds in the Account from the Bank required to execute a payment operation, at terms and conditions set forth in the conditions set forth by Publication.
  - e) to independently grant their consent to the Bank to reply to the individual requests of the Payment Services Provider (the issuer of card-based payment instruments) delivered to the Bank via the Dedicated Interface and requesting the confirmation of availability of funds in the Account required to execute a payment operation bound to a Payment Card, at terms and conditions set forth in the conditions set forth by Publication.

#### *Provision of Electronic Service*

- 10.8. Communication between the Client and the Bank by means of the Electronic Service shall take place without interruption, except for system maintenance or unforeseeable technical defects.
- 10.9. 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*

- 10.10. When using the Electronic Service and the Security Token, the Client shall be obliged to observe the security principles described in the conditions set forth by Publication and to 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.
- 10.11. The Client shall use the Electronic Service made available to him/her exclusively by means of Security Tokens assigned to him/her or the use of which the Bank has agreed to with the Client.
- 10.12. For security reasons, the Bank may change the Client's Identification Code. The Bank shall notify the Client of this change.
- 10.13. The Client shall immediately notify the Bank of any loss, destruction or unauthorised use of Security Token or of any other fact, which may compromise the security of the Electronic Service being provided or of the Security Token used. After receiving such notification from Client, the Bank shall disable access to the Electronic Service by means of the Security Token and thereby also access to the Account via the Dedicated Interface. In extraordinary cases, the Bank may disable access even based on a notification from a third party.
- 10.14. The Client shall bear the losses incurred as a result of unauthorised Order or and unauthorised Payment Order delivered by the Payment Services Provider to the Bank via the Dedicated Interface and caused by the use of lost or stolen Security Token or by the misuse of the Security Token or the Electronic Service by an unauthorised person:
  - a) up to the amount of EUR 50 in case of negligence by the Client until the request to block the Security Token is filed at the Bank;

- b) in the full amount in case of gross negligence by the Client until the request to block the Security Token is filed at the Bank;
- c) In the full amount in case of fraudulent conduct of the Client, and this even after the request to block the Security Token is filed at the Bank.

The Client shall not bear the losses pursuant to a) and b) of this section, if:

- d) the loss was caused by an error on the Bank's side;
  - e) the Client could not objectively detect the loss, theft or misuse of the Security Token before the payment operation when applying reasonable prudence and care, and the Client's conduct is not fraudulent;
  - f) the loss was caused due to the fact that the Bank did not require Strong Authentication of the Client in executing the Client's Order or the Client's Payment Order delivered by the Payment Services Provider to the Bank via the Dedicated Interface, and the Client's conduct is not fraudulent.
- 10.15. The Bank shall be fully liable for losses, which are incurred after the request to block the Security Token is filed at the Bank due to an unauthorised Order or and unauthorised Payment Order delivered by the Payment Services Provider to the Bank via the Dedicated Interface and which are caused by the use of lost or stolen Security Token or the misuse of Security Token or Electronic Service by an unauthorised person, unless the Client acted in a fraudulent manner.

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

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

*Execution of Instructions*

- 10.18. The Bank shall execute an Instruction delivered through the Electronic Service or through 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 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.
- 10.19. 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.
- 10.20. In case the Client delivers the Instruction to the Bank in the form of an electronic file of Orders through File Transfer, he/she 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.
- 10.21. The Bank shall execute the Orders contained in the electronic file if each of them meets the conditions for execution. The Bank shall not execute the Orders contained in the electronic file in case the execution of any of such Orders requires currency conversion or is a Transboundary Transfer, Immediate Payment or Urgent Transfer.
- 10.22. The maximum number of Orders in one electronic file shall be specified by the Bank in the conditions set forth by Publication.
- 10.23. 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.
- 10.24. If funds are to be credited to the Account maintained by the Bank on the basis of the Order specified in section 10.23. and received at the time specified in section 10.23., 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.

- 10.25. The Client may deliver by means of the Electronic Services to the Bank the Order of Immediate Payment up to the amount of the Limit determined the Bank in the conditions set forth by the Publication.

*Electronic Statement*

- 10.26. Upon the Client's request, the Bank shall send the statement of a Bank Product to the Client in electronic form through an Electronic Service. Such electronic statement shall replace the paper-based statement.
- 10.27. 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.
- 10.28. In case the Client is not using the Electronic Service or has no access to the electronic statement and has not agreed on any other type of statement, the Bank shall issue to the Client the statement relating to the Bank Product at any time at a Branch.

*Termination of the provision of Electronic Service*

- 10.29. The provision of the Electronic Service shall end in case of termination of the Contract, under which the Electronic Services or the Security Token were provided.
- 10.30. As the EB Agreement usually governs 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 a notice to the Client,, on the termination of the provision of the Electronic Service or Security Token concerned.
- 10.31. The Client shall have the right to cancel a particular Electronic Service by changing the specification of Electronic Services and to cancel the Security Token by changing the relevant EB Agreement.

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

- 10.32. 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.
- 10.33. 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.

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11. MISCELLANEOUS

- 11.1. In case the Bank opened the Bank Product for two or several Clients, each of them shall have equal rights and obligations. The Clients shall have joint and several liability. Unless provided otherwise, the death of one of the Clients does not affect the legal acts of the remaining Clients. The Bank does not scrutinize mutual claims between Clients.
- 11.2. In case the Bank opened the Bank Product for two or several Clients, it is sufficient for legal effects to be triggered if the Bank performs a legal act only with respect to one of such Clients.
- 11.3. In case the Bank amends the conditions for the provision of a Bank Product and if there are several participants on the side of the Client, the disagreement with such amendment may be expressed by any of them; with the disagreement being effective for all of them.
- 11.4. Unless specified otherwise, a Deposit Product maintained for a single Client shall not be cancelled upon the death of the Client. In case the Bank becomes aware in a credible manner of the death of the Client, it shall continue to pay interest on that Deposit Product, but shall charge no Fees for maintaining the Product. The Bank shall resume charging the Fees after a decision on inheritance is presented to the Bank.
- 11.5. A Deposit Product maintained for two or more Clients shall not be cancelled upon the death of the Client. In case the Bank becomes aware in a credible manner of the death of the Client, it shall continue to pay interest on that Deposit Product and shall charge Fees for maintaining the Product. The individual authorisations for carrying out transactions with the funds on the Deposit Products shall remain in force.

- 11.6. The Client, who is the owner of a Deposit Product, confirms by granting the authorisation to carry out transactions with the funds on such Deposit Product, that the authorised person has the full capacity to carry out transactions with such funds.
  - 11.7. The Bank shall pay interest on the funds deposited in the Account, in the Savings Account and in the Deposit Account at an interest rate stated in the conditions set forth by Publication.
  - 11.8. The PsBC provisions in the Electronic Banking – Certification Code use to confirm an Instruction – shall be applied accordingly to execution of Deposit Product Agreements at a Branch via technological devices. The Client's instruction shall be deemed confirmed by the Client upon correct entering of the code obtained from the Security Token issued to the Client.
  - 11.9. If the Bank winds up the provision of a certain Deposit Product type, and if it provides another Deposit Product type allowing the Client to use the same or similar services, the Bank may switch the Deposit Product to be wound up to such other Deposit Product for the Client. The Bank shall inform the Client thereof with reasonable notice. The Client may reject the provision of a different Deposit Product type within a period and in a manner specified by the Bank in the conditions set forth via Publication, provided that in such case the Deposit Product provision shall be terminated by the Bank.
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## 12. FINAL PROVISIONS

- 12.1. The Bank may amend the PsBC; for Contracts entered into for a definite term, the Bank may only amend the PsBC for Serious Objective Reasons.
  - 12.2. The Bank shall inform of any amendment to:
    - a) the PsBC
    - b) the interest rate applicable to the Account, the Savings Account, Deposit Account and the Passbook;
    - c) the number of the Account, the Savings Account and the Deposit Account;
    - d) the Payment Card Limit and the Maximum Payment Card Limit;
    - e) the Deposit Product being wound up to a different Deposit Product allowing the Client to use the same or similar services;via Notice no later than 2 calendar months in advance. If the Client disagrees with any amendment in the part concerning the Bank Product provided to the Client, the Client may terminate the Contract for such Bank Product with immediate effect and free of charge before the amendment becomes effective. If there are several participants on the side of the Client, the disagreement with the amendment may be expressed by any of them with effects for all. The amendment shall become effective on the day stated in the amended document, unless the Client terminates the Contract.
  - 12.3. The Bank may supplement the PsBC for reasons of expanding the banking services. The Bank shall inform of supplementation of the PsBC no later than 1 calendar day in advance.
  - 12.4. The PsBC shall survive the termination of the contractual relationship between the Client and the Bank until the full settlement of their mutual relationships.
  - 12.5. These PsBC shall enter into force on 1 January 2015. On the effective date of these PsBC, the Business Conditions for Relationships based on a Deposit Contract – Business Conditions for Passbooks issued by the Bank with effective date as of 1 November 2002, the Business Conditions for Current Accounts and Product and Service Packages for Natural Persons issued by the Bank with 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 effective date as of 10 September 2002 and the General Business Conditions issued by the Bank with effective date as of 1 August 2006 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 with the Commercial Register of the Bratislava I District Court, 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.



## CONTACT DETAILS

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## SUPERVISORY AUTHORITY

National Bank of Slovakia

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