

**PRODUCT-SPECIFIC BUSINESS CONDITIONS
FOR CREDIT CARDS AND OVERDRAFT FACILITIES**

OF SLOVENSKÁ SPORITELŇA, A.S.

effective since 01 January 2015

 DEFINITIONS

Contactless Transaction	Cashless Credit Card transaction using Visa PayWave contactless chip technology on a device accepting Payment Cards by placing the Credit Card to the device reader.
Creditworthiness	The Client's or Guarantor's ability to repay the Bank's Receivable duly and on time and to provide sufficient Collateral to the Bank.
Total Credit Line	The maximum amount of funds that the Card Holder may draw down as a Credit on a single Card Account.
CVV2 Code	Credit Card security code used as the identifier for authorising Credit Card payments in card-absent transactions.
Maturity Date	For a Credit Card the date stated in the conditions set forth via Publication, on or before which the Main Card Holder shall pay the instalment of the Bank's Receivable at least in the amount of the Minimum Payment.
Additional Card	Credit Card issued to the Card Account in addition to the Main Card.
Card Holder	A private Client for whose name the Credit Card is issued and who is the only person authorised to use the same.
Guarantor	The Client who provides Collateral or expresses their interest in providing Collateral, in particular a guarantor, pledgor or a person assuming their position.
Main Card	Credit Card in respect whereof the Total Credit Line is stipulated.
Card Account	The Bank Account on which the Bank keeps record of the Credit drawn down via the Credit Card.
Credit Card	Payment Card issued by the Bank to the Card Account, i.e. the Main Card and any and all Additional Cards.
Final Maturity	Overdraft Facility maturity date agreed in the Overdraft Facility Agreement.
Limit	The maximum amount of funds with which the Client may execute payment operations using the Credit Card as a means of payment.
Minimum Payment	For the Credit Card the least amount of funds by which the Client repays the Bank's Receivable; the Bank shall stipulate its calculation method and maturity in the conditions set forth via Publication and shall stipulate its concrete amount in the statement of Transactions.
Replacement Card	An additional Credit Card issued in case of loss, theft, damage, failed delivery of the Credit Card or in case of the Client's name change on the Credit Card.
Unauthorised Overdraft	For the Credit Card the amount of funds by which the Credit drawdown via the Credit Card exceeds the Total Credit Line; For the Overdraft Facility the amount of funds by which the actual debit of the Client's account exceeds the Overdraft Facility Amount.
Merchant	Entity at which the Client may use the Credit Card to pay for goods and services.
Renewed Card	Credit Card replacing the Credit Card upon its expiration.
PIN number	Client identification code for Credit Card use and to confirm an Instruction.
Sales Receipt	Receipt on which the Client confirms effecting the purchase at the Merchant via the Credit Card by their signature and grants their consent to effect the Credit Card payment operation.
Event of Default	An event constituting a breach of the Credit Card Agreement or of the Overdraft Facility Agreement by the Client or Guarantor.
Bank's Receivable	Principal, payments associated with the receivable, Fees; principal is the

Bank's monetary receivable from the Client that arose as a result of Credit drawdown; payments associated with the receivable comprise interest, interest on arrears and the Bank's costs associated with claiming the receivable.

PsBC	These Product-Specific Business Conditions of Slovenská sporiteľňa, a.s. for Credit Cards and Overdraft Facilities.
Convenience Fee	Interest expressed as a monetary amount calculated according to the amount of the spent portion of the Credit via the Generous Card.
Overdraft Facility	Funds provided by the Bank to the Client under the Overdraft Facility Agreement in the form of permitted overdraft (debt amount) on the Client's account held with the Bank.
Joint Banking Information Register Operator	Slovak Banking Credit Bureau, s.r.o., ID no. (IČO): 35 869 810, with registered office at Mlynské Nivy 14, Bratislava.
Non-Banking Client Information Register Operator	Non-Banking Credit Bureau, specific-interest association of legal entities, ID no. (IČO): 42 053 404, with registered office at Mlynské Nivy 14, Bratislava.
Quick Drawdown Service	Credit drawdown method; the Credit is drawn down via crediting the Credit amount to the account stipulated by the Client in the request or via its disbursement to the Client in cash.
Settlement of Another Credit Card Service	Credit drawdown method; the Credit is drawn down via transferring the Credit amount to the account held at the Bank or at another bank in respect whereof the Main Card Holder holds a credit card settled from the Credit.
Generous Card	Special Credit Card type; governed by the Credit Card provisions, unless set forth otherwise in the PsBC or in the Credit Card Agreement.
Transaction	For Credit Cards, a drawdown on the Credit, in particular a a Credit Card payment operation, payment of interest, Fees or use of any additional services agreed between the Bank and the Client.
Repayment Account	The Bank Account for repayment of the Bank's Receivable from the Credit Card; the Repayment Account number is stated in the Transactions Statement or in the Credit Card Agreement.
Credit	Funds provided by the Bank to the Client that the Client can use by effecting Transactions or by using the Overdraft Facility.
Credit Relation	Relation between the Bank and the Client established by the Credit Card Agreement or by the Overdraft Facility Agreement, in place until complete settlement of all liabilities under the Credit Card Agreement or the Overdraft Facility Agreement or in connection therewith.
Overdraft Facility Amount	Maximum permitted overdraft amount on the Client's account agreed in the Overdraft Facility Agreement.
Collateral Agreement	Agreement between the Bank and the Guarantor for the security of the Bank's Receivable.
Collateral	Means of ensuring the repayment of the Bank's Receivable, unless repaid duly and on time.
Credit Card Agreement	Agreement for the issuance of the Credit Card and Credit granting to the Client.
Overdraft Facility Agreement	Agreement for the provision of the Overdraft Facility or another agreement between the Bank and the Client, pursuant to which the Bank notified the Client of provision of the Overdraft Facility and stipulated the Overdraft Facility Amount.

1. FUNDAMENTAL PROVISIONS

- 1.1. The PsBC form part of the Agreement between the Bank and the Client (a non-commercial natural person), who does not act as part of his/her employment, occupation or business when entering into and performing the Agreement.
 - 1.2. The PsBC are available at www.slsp.sk and at each Branch.
 - 1.3. The Contract shall prevail over the PsBC and the GBC. The PsBC shall prevail over the GBC. The PsBC and GBC shall always complement the Agreement.
 - 1.4. Capitalised terms shall have the meaning agreed in the Agreement, in the PsBC or GBC.
 - 1.5. The types of Bank Products and the terms and conditions, under which such products shall be provided, are available at the www.slsp.sk website and at each Branch.
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2. CREDIT CARD

Credit Card issue

- 2.1. The Bank shall issue the Credit Card under the Credit Card Agreement.
- 2.2. The Bank shall deliver a non-activated Credit Card to the Client. The Client may only use the Credit Card upon its activation in a manner notified by the Bank upon its delivery.
- 2.3. The Card Holder shall affix their own signature to the reverse side of the Credit Card. The signature serves as the specimen signature and, at the same time, as a means of Transaction authorisation.
- 2.4. The Bank may only issue the Additional Card of the same type as the Main Card.
- 2.5. The Card Holder may use additional Credit Card services under the terms set forth in the conditions set forth via Publication.
- 2.6. The Limit shall be stated in the conditions set forth via Publication. The Client may ask the Bank to furnish a lower Limit. The Bank may set different Limits for different payment operation types.

Renewed Card

- 2.7. Prior to expiration of the original Credit Card, the Bank shall automatically issue a Renewed Card with the same PIN number and Card number and shall deliver the same to the Card Holder. The Bank may change the PIN number or the Renewed Card number due to security or technical reasons.
- 2.8. The Bank shall not issue the Renewed Card if the Client requests to cancel the original Credit Card or terminates the Credit Card Agreement no later than 2 months before expiration of the original Credit Card.
- 2.9. The Bank shall not issue the Renewed Card either if the issuance of the given Credit Card type was discontinued. If the Bank provides the Credit Card of another type that allows the Client to use the same or similar services, the Bank may issue the Renewed Card of this type. The Bank shall notify the Client thereof in advance. The Client may reject the issuance of the Renewed Card of the new type within the period of time and in the manner specified by the Bank.

Credit Card use

- 2.10. The Client shall use the Credit Card in accordance with the statutory provisions of the country in the territory whereof the Client uses the Credit Card.
- 2.11. In using the Credit Card, the Client shall comply with the security principles stated in the conditions set forth via Publication and shall take measures to prevent the Credit Card abuse. The breach of said principles shall constitute gross negligence and a material breach of the Credit Card Agreement.
- 2.12. The Client may use the Credit Card to carry out payment operations stated in the conditions set forth via Publication.
- 2.13. An Instruction given via the Credit Card shall be irrevocable.
- 2.14. The Client may only use the Credit Card up to the amount of the Limit.
- 2.15. The Client shall confirm the payment operation on physical presentation of the Credit Card and their identity:
 - a) by entering their PIN number free of any errors; or
 - b) by their signature identical with the signature on the Credit Card, if the payment operation is effected via the Credit Card allowing signature confirmation on the Sales Receipt.
- 2.16. The Client shall confirm the Credit Card absent payment operation and their identity:
 - a) by entering the Credit Card number and expiry date and the CVV2 code; or
 - b) in another manner agreed between the Bank and the Merchant.

- 2.17. The Client may usually confirm the Credit Card payment operation on self-service machines selling products or services of low value and low-value Contactless Transactions of up to EUR 20 by using the Credit Card only; by doing so, the Client also proves their identity. The Contactless Transaction amount not requiring entering the PIN number may differ depending on the country where the Credit Card is used, as well as on the limit threshold set with a particular merchant where the Contactless Transaction is executed. For contactless transactions above EUR 20 the Client shall usually be prompted to enter the PIN number.
- 2.18. For security reasons, the Client may, even when carrying out low-value Contactless Transactions, be at any time requested to enter the PIN number or to sign the Sales Receipt.
- 2.19. The Client shall bear the loss incurred by the use of a lost or stolen Payment Card or as a result of Payment Card abuse by an unauthorised person:
- up to the amount of EUR 50 in case of the Client's negligence until the request to block the Payment Card is filed at the Bank;
 - in the full amount in case of the Client's gross negligence until the request to block the Payment Card is filed at the Bank;
 - in the full amount in case of the Client's fraudulent conduct, even after the request to block the Payment Card is filed at the Bank.
- The Client shall not bear the loss pursuant to subsection a) and b) of this section if:
- the loss was due to the Bank's error;
 - the Client could not have objectively detected the loss, theft or abuse of the Payment Card prior to the payment operation, even if exercising reasonable prudence and care, and the Client's conduct is not fraudulent;
 - the loss was due to the fact that the Bank did not require a robust authentication of the Client in executing the Client's payment operation, and the Client's conduct is not fraudulent.
- 2.20. In case of low-value Contactless Transactions of up to EUR 20, 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 due to the use of the lost or stolen Payment Card or as a result of abuse of the Payment Card by an unauthorised person to as much as EUR 0, except for cases of the Client's fraudulent conduct.

Credit Card blocking

- 2.21. The Bank may temporarily or permanently block the Credit Card:
- for Credit Card security reasons;
 - for the reason of suspicion of an unauthorised or fraudulent use of the Credit Card;
 - if the Bank has such duty under statutory provisions; or
 - if an Event of Default under the Credit Card Agreement took place or is persistent.

Credit provision

- 2.22. The Bank shall provide Credit to the Client up to the amount of the Total Credit Line. The Client shall draw down the Credit by effecting Transactions. The Transaction Clearing Conditions are stated in the Payment Services Conditions of Slovenská sporiteľňa a.s.
- 2.23. The Credit drawn down via the Additional Card shall be included in the Total Credit Line.
- 2.24. If the Client repays the entire Bank's Receivable, they may draw down the Credit repeatedly up to the amount of the Total Credit Line. If the Client repays a portion of the Bank's Receivable, they may draw down the Credit repeatedly only up to the amount of the undrawn portion of the Total Credit Line.
- 2.25. The Bank may reduce the Total Credit Line:
- if no Transaction was recorded on the Card Account during 6 months; or
 - if an Event of Default under the Credit Card Agreement took place or is persistent.
- 2.26. The Bank shall notify the Client of the Total Credit Line reduction. The Bank shall at the same time set a deadline for repayment of the amount exceeding the new Total Credit Line. If the Client fails to repay the due amount, such amount shall be deemed an Unauthorised Overdraft.
- 2.27. If the Unauthorised Overdraft occurs, the Bank may demand the payment of a Fee for overdraft of the Total Credit Line and interest on the Unauthorised Overdraft amount. The unauthorised overdraft shall be due immediately. The Minimum Payment amount shall be increased by the Unauthorised Overdraft amount.
- 2.28. If the Unauthorised Overdraft occurs on the Generous Card, the Bank may demand the payment of a Fee for overdraft of the Total Credit Line. In calculating the Convenience Fee, also the Unauthorised Overdraft amount shall be included in the amount of the Total Credit Line drawdown. The unauthorised overdraft shall be due immediately. The Minimum Payment amount shall be increased by the Unauthorised Overdraft amount.

Interest

- 2.29. For the Credit Card, the Bank shall apply an interest rate to the drawn down portion of the Credit, with the type and current value of the interest rate stated in the conditions set forth via Publication. The current interest rate value for interest on arrears shall also be stated in the conditions set forth via Publication. The interest and the interest on arrears shall be due on the last day of a calendar month.
- 2.30. The Bank shall apply interest to the portion of the Credit drawn down via the Credit Card by applying interest to each Transaction amount from its clearing date to its repayment date. The Bank shall not apply any interest to any Cashless Payment Transaction amount that was repaid in full by the Maturity Date. The use of the Repayment of Another Credit Card Service shall be deemed a Cashless Payment Transaction. The use of the Quick Drawdown Service via a cash disbursement and disbursement to the account, effecting of payments for gambling, lotteries and betting, payments for foreign exchange purchases, electronic money transfers, payments for financial services and trading and financial payments to other institutions, payments for travel cheque purchases and Cash Withdrawal Transactions shall not be deemed Cashless Payment Transactions. The Bank shall not apply any interest to Transactions to settle interest, interest on arrears and Fees.
- 2.31. For the Generous Card, the Bank shall apply interest to the drawn down portion of the Credit, which interest is expressed as the Convenience Fee in the amount stated in the conditions set forth via Publication. The Convenience Fee shall be due on the Maturity Date, the interest on arrears shall be due on the last day of the calendar month.
- 2.32. The Convenience Fee amount shall depend on the amount of the drawn down portion of the Credit as of the last day of the calendar month, which was not repaid on or before the next Maturity Date. The Client shall not pay the Convenience Fee, if they repay the entire amount of the drawn down portion of the Credit as of the last day of the calendar month, no later than by the next Maturity Date. The amount for calculation of the Convenience Fee shall not include any amounts of Fees, Convenience Fees or interest on arrears.
- 2.33. If the Client is in arrears with repayment of the Bank's Receivable, the Bank may demand that the Client pays interest on arrears on the amount due to the Bank. The due amount shall bear interest on arrears each day from the first day of arrears to the day immediately preceding its repayment date.

Repayment

- 2.34. If the Bank has a record of the Bank's Receivable from the Client, the Bank shall draw up a Card Account Transactions statement as of the last day in the month.
- 2.35. Interest, Fees and other payments to be made by the Client under the Credit Card Agreement shall be paid from the Credit also up to the amount of Unauthorised Overdraft.
- 2.36. If the Bank has a record of the Bank's Receivable from the Client, the Client shall pay the Minimum Payment each month no later than by the Maturity Date as follows:
- a) via cashless transfer or cash deposit to the Repayment Account; or
 - b) by debiting of funds by the Bank to the account of the Client being the Main Card Holder held with the Bank in the Euro currency in favour of the Repayment Account on the Maturity Date also without submission of the Client's payment order pursuant to the Payment Services Act.
- 2.37. If the Bank debits funds from the account pursuant to the Payment Services Act, and
- a) there are not enough funds on the account on the Maturity Date, the Bank shall repeat the repayment attempt on a daily basis until the moment when the entire Minimum Payment is settled. The Bank shall also debit portions of the Minimum Payment amount, depending on the balance on the Client's account; and
 - b) there are sufficient funds on the account on the Maturity Date, and the Client paid a portion of the Minimum Payment in another manner, the Bank shall debit the outstanding portion of the Minimum Payment from the Client's account.
- 2.38. If the Client is in arrears with repayment of the Minimum Payment or its portion for the preceding calendar month, the Bank shall increase the Minimum Payment by the portion of the Minimum Payment in arrears for the preceding calendar month. The Minimum Payment shall always be increased by the Unauthorised Overdraft amount.
- 2.39. The funds transferred or deposited to the Repayment Account shall be transferred to the Card Account and shall be used to repay the Bank's Receivable.
- 2.40. The funds in the amount exceeding the Bank's Receivable shall be kept on record by the Bank and shall bear no interest. The Client may effect transactions with such funds only via the Credit Card.
- 2.41. The Client's liabilities shall be repaid in the sequence from the earliest posted Transaction to the currently posted Transaction on the Card Account.

- 2.42. The final maturity of the Bank's Receivable shall be bound to termination of the Credit Card Agreement. The liabilities under the Credit Card Agreement shall cease to exist upon termination of the Credit Card Agreement and upon full repayment of the Bank's Receivable.
- 2.43. The Bank may change the type, interest rate value, interest due dates, manner of repayment of the Bank's Receivable, amount and due dates of interest on arrears or the Repayment Account.

Events of Default and their consequences

- 2.44. The following shall be deemed an event of default under the Credit Card Agreement:
- a) The Client's delay in repayment of the Bank's Receivable;
 - b) Violation of the Client's duty under the Credit Card Agreement or the Guarantor's duty under the Collateral Agreement;
 - c) Deterioration in Creditworthiness in the extent warranting an assumption that repayment of the Bank's Receivable is at risk,
 - d) Declaration made by the Client or by the Guarantor in connection with the Credit proves to be incomplete or false;
 - e) Failure to provide additional sufficient Collateral within a set deadline, if the Collateral deteriorated or ceased to exist;
 - f) The Bank learns in a trustworthy manner about the petition for bankruptcy in respect of the Client's or Guarantor's assets, about a petition for restructuring of the Client or the Guarantor, or a petition was lodged for commencement of a court enforcement of a decision or an enforcement procedure or voluntary auction in respect of the Client's or Guarantor's assets, or the Client or the Guarantor entered into liquidation;
 - g) The Client or the Guarantor violated a statutory provision, if it may be assumed that this violation or sanctions resulting from such violation may compromise the repayment of the Bank's Receivable;
 - h) If the Client commits fraudulent conduct in connection with the Credit Card Agreement or in connection with the Credit Card use;
 - i) If another receivable of the Bank is not repaid in the extent, when it can be assumed that repayment of the Bank's Receivable is at risk; or
 - j) The Client's delay with repayment of liabilities towards other creditors in the extent, when it can be assumed that the Creditworthiness deteriorated to such degree that repayment of the Bank's Receivable is at risk.
- 2.45. If any of the Events of Default occurs, the Bank may:
- a) reduce the Total Credit Line to zero, block the Card Account and terminate the Credit Card Agreement;
 - b) withdraw from the Credit Card Agreement with immediate effect, unless the Bank states a later moment in the withdrawal notice;
 - c) block all Credit Cards issued in respect of the Card Account, or block the Card Account; or
 - d) pursuant to the Payment Services Act, debit the funds up to the amount of the Bank's Receivable to any account of the Client held with the Bank, even without payment order submission.

Termination of the Credit Card Agreement

- 2.46. The Client may terminate the Credit Card Agreement at any time. The notice period shall be 1 month and it shall start from the first day of the calendar month after the month of termination notice delivery to the Bank.
- 2.47. The Client may terminate the Credit Card Agreement as of the Credit Card expiry date. The termination notice shall be delivered no later than 2 months before the Credit Card expiry date.
- 2.48. If the Agreement is terminated by the Bank, the Client shall pay the Bank's Receivable to the Bank within a period stated in the termination notice, otherwise within 3 days from expiration of the notice period.
- 2.49. If the Credit Card Agreement is terminated and a credit balance remains on the Card Account upon repayment of the Bank's Receivable, the Bank shall handle such balance according to the Client's Instruction, and if the Client chose the option to block all Credit Cards issued to the Card Account in the Credit Card Agreement termination notice:
- a) as of the notice period expiration date, the Bank shall transfer the credit balance, if any, to the Client's account no later than within one month from the Credit Card Agreement termination date;
 - b) as of the date of delivery of the termination notice to the Bank, the Bank shall transfer the credit balance to the Client's account no later than on the last calendar day of the month in which the Credit Card Agreement was terminated.
- If the Client fails to deliver such Instruction to the Bank, the Bank shall transfer the credit balance within the aforementioned periods to any current account of the Client held at the Bank.

- 2.50. The Bank shall cancel the Credit Card as of the day, as of which it learns about the decease of the Card Holder in a trustworthy manner. If it is the Main Card Holder, the Client's right to continue drawing down on the Credit shall also cease to exist and the Bank's Receivable shall become due and payable as of such date.
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3. OVERDRAFT FACILITY

Overdraft Facility provision

- 3.1. The Bank shall provide the Overdraft Facility to the Client under the Overdraft Facility Agreement.
- 3.2. The Bank shall examine the Creditworthiness before as well as during the Overdraft Facility provision.
- 3.3. The conditions for the Overdraft Facility provision shall be:
- a) none of the parties has either terminated the Overdraft Facility Agreement or has withdrawn from the same; and
 - b) no Event of Default has taken place or is persistent.
- 3.4. The Bank shall provide the Overdraft Facility to the Client by effecting the Instruction for funds transfer or cash withdrawals from the Client's account at the Bank also if the Client does not have any receivable from the account to the Bank.
- 3.5. The Client shall use the Overdraft Facility until the Final Maturity date. If the Client repaid the Bank's Receivable or its part, they may repeatedly use the Overdraft Facility up to the amount of the difference between the repaid Receivable of the Bank and the unused portion of the Overdraft Facility.
- 3.6. The Client may request the Bank to increase, decrease, discontinue or prolong the Overdraft Facility Final Maturity. The Bank shall decrease or discontinue the Overdraft Facility in due course. Upon discontinuation of the Overdraft Facility, the Bank shall repeatedly provide the Overdraft Facility on the Client's request upon meeting of conditions for its provision.
- 3.7. The Bank may increase, decrease or discontinue the Overdraft Facility depending on the change in the risk level of the Credit Relation or for Serious Objective Reasons. The Bank shall notify the Client of the increase, decrease or discontinuation of the Overdraft Facility.
- 3.8. If the Bank discontinues or decreases the Overdraft Facility, the Client shall settle the due amount within a period set by the Bank. If the Client fails to settle the due amount, the unsettled amount shall be deemed the Unauthorised Overdraft. The Client shall repay the Unauthorised Overdraft without any delay.
- 3.9. The Bank may refuse to carry out the Instruction, if the Overdraft Facility Amount was exceeded by doing so.
- 3.10. If an enforcement of a decision or a distraint applies to the account with the Overdraft Facility, the Bank may discontinue the provision of the Overdraft Facility and request its early repayment.
- 3.11. If a receivable from the Client's account with the Overdraft Facility is the object of the distraint/enforcement, the Bank shall according to the instruction of the respective authority effect the remittance in favour of the distraint/enforcement up to the amount of the positive balance on the Client's account and payments credited to this account.

Interest

- 3.12. The Bank shall apply interest to the Overdraft Facility at the interest rate agreed in the Overdraft Facility Agreement.
- 3.13. The Bank may change the interest rate value depending on the change in the risk level of the Credit Relation or for Serious Objective Reasons. The Bank shall apply interest at the changed interest rate to the Overdraft Facility from the date of change of the interest rate value. The Bank shall use physical written form or any other durable medium available to the Borrower to notify the Borrower, at least 2 months prior to the effective date of any such change, of the changed interest rate value, the effective date of the change, as well as the new instalment amount, the number of instalments or the frequency of instalments, if the change to the interest rate is reflected in the change in the amount of instalments, their number or frequency.
- 3.14. The Bank shall apply interest to the provided Overdraft Facility on a daily basis. The interest period is a period for which interest on the provided Overdraft Facility is calculated. The interest shall be due monthly as of the last day in the month.
- 3.15. The first interest period shall commence on the day of provision of the Overdraft Facility and shall end on the last day of that calendar month. The next interest period shall commence on the first day of the next calendar month and shall end on the last day of the calendar month. The last interest period shall end on the day of complete repayment of the Bank's Receivable.

- 3.16. If there is a change to the Agreement for the Account in respect whereof the Bank provides the Overdraft Facility, the interest period shall end on the effective date of the change. The new interest period shall commence on the next day and shall end on the last day of the calendar month.
- 3.17. If the Client is in arrears with repayment of the Bank's Receivable, the Client shall pay interest on arrears from the due amount to the Bank. The due amount shall bear interest on arrears each day from the first day of arrears to the day immediately preceding its repayment date.
- 3.18. If the Client is in Unauthorised Overdraft, they shall pay interest on the Unauthorised Overdraft amount as well as interest on arrears for the period from the first day of the Unauthorised Overdraft to the day immediately preceding the Unauthorised Overdraft repayment date.
- 3.19. The interest on arrears shall be due immediately.

Repayment of the Overdraft Facility

- 3.20. The Bank's Receivable shall be repaid in the form of offsetting the Bank's Receivable with the Client's receivable on the account in respect whereof the Overdraft Facility is provided. The Bank shall carry out the offsetting in the moment of origination of the Client's receivable on the account in respect whereof the Overdraft Facility is provided and within the scope in which the receivables match. This shall not apply if the account in respect whereof the Overdraft Facility is provided is subject to a forced execution of a judgment within the scope of the Client's receivable on the account up to the amount of payments received on such account, which are blocked by the Bank or disbursed by the Bank in favour of enforcement of a judgment or distress. The interest, interest on arrears and Fees may also be paid from the Overdraft Facility.
- 3.21. The Client may also repay the Bank's Receivable in another manner, in particular:
 - a) by debiting of funds by the Bank to the account of the Client held with the Bank also without submission of the Client's payment order pursuant to the Payment Services Act.
 - b) via cashless transfer or cash deposit to the account notified by the Bank to the Client.
- 3.22. The Bank may debit an amount to settle the interest on arrears to the Client's account on a daily basis or on the maturity date in respect of regular interest.
- 3.23. Unless prohibited by a statutory provision, the Client's liabilities shall be settled from the incoming amounts in the following order of sequence:
 - a) Principal,
 - b) Interest starting with the interest that is due at the earliest,
 - c) Interest on arrears starting with the interest on arrears that is due at the earliest,
 - d) Due Fees starting with the liability that is due at the earliest.
- 3.24. If the Overdraft Facility is spent on the maturity date for interest, interest on arrears and Fees, the Bank may debit the Client's account even if there are not enough funds on the Client's account. The Client shall repay such Unauthorised Overdraft immediately and shall pay interest and interest on arrears on the Unauthorised Overdraft amount.
- 3.25. The act aimed at termination of the agreement for the account in respect whereof the Overdraft Facility is provided shall also be considered an act aimed at termination of the Overdraft Facility Agreement.
- 3.26. The Bank may, for Serious Objective Reasons, change the type, interest rate value, interest due dates, manner of repayment of the Bank's Receivable, amount and due dates of interest on arrears.

Events of Default and their consequences

- 3.27. The following shall be considered events of default under the Overdraft Facility Agreement:
 - a) Unauthorised Overdraft lasting for more than 5 days or amounting to more than 10% of the Overdraft Facility Amount;
 - b) The Client's delay with repayment of liabilities to other creditors in an extent, when it can be assumed that the Client's Creditworthiness deteriorated to such extent that the Credit repayment is at risk;
 - c) Deterioration in Creditworthiness to an extent, when it can be assumed that repayment of the Credit or its Collateral are at risk;
 - d) The Client or the Guarantor violated a statutory provision, if it can be assumed that such violation may put the repayment of the Credit or its Collateral at risk;
 - e) A declaration made by the Client or Guarantor in connection with the Credit proves to be incomplete, misleading or incorrect;
 - f) If another receivable of the Bank secured by the same Collateral as the Bank's Receivable under the Overdraft Facility Agreement is not being repaid;
 - g) Breach of the Guarantor's duty under the Collateral Agreement, of PsBC or GBC;

- h) A deterioration case or cessation of the Collateral, unless supplemented by the Bank within a set period;
 - i) The Bank learns about a petition for bankruptcy in respect of the Client's assets or about a petition for restructuring in respect of the Client's assets; or
 - j) Another breach of the Client's duty under the Overdraft Facility Agreement.
- 3.28. If any of the Events of Default occurs, the Bank may:
- a) declare early maturity of the Bank's Receivable under the Overdraft Facility Agreement or its portion, i.e. request repayment of the Bank's Receivable within a period set by the Bank in the early maturity notification;
 - b) terminate the Overdraft Facility Agreement; or
 - c) pursuant to the Payment Services Act, debit funds up to the amount of the Bank's Receivable to any Client's account held with the Bank, even without submission of a payment order.
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4. REPRESENTATIONS AND SOME DUTIES OF THE CLIENT AND THE GUARANTOR

- 4.1. The Client and the Guarantor represent and warrant that:
- a) All information and supporting documents provided to the Bank by them in connection with the Credit is complete and truthful; and
 - b) The Creditworthiness has not deteriorated from submission of the Credit application to execution of the Credit Card Agreement or the Overdraft Facility Agreement or the Collateral Agreement; and
 - c) During the Credit Relation, they shall execute no act that would compromise the ability to repay the Bank's Receivable, reduce the Collateral value or secure another liability with the Collateral without the Bank's consent.
- 4.2. If, during the Credit Relation, the Creditworthiness deteriorates or if there is a change to any data provided by the Client or by the Guarantor to the Bank in connection with the Credit, they shall immediately notify the Bank thereof.
- 4.3. On the Bank's request, the Client or the Guarantor shall submit documents and information on their Creditworthiness.
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5. MISCELLANEOUS

- 5.1. If several persons are committed under the Overdraft Facility Agreement on the Client's side, they shall be jointly and severally liable for settlement of the liabilities. An act of any of the Clients towards the Bank shall be deemed an act of all Clients. The Bank's act shall apply to all Clients, if executed at least with regard to any one of them. The Client with whom the Bank acted shall notify the other Clients thereof.
- 5.2. If the Overdraft Facility is provided in respect of an account opened in the form of a joint deposit, the Clients may only jointly apply for an increase or prolongation of the Overdraft Facility Final Maturity.
- 5.3. The Client and the Guarantor agree that the Bank accepts the performance of their liability offered by a third party.
- 5.4. The annexes to the Credit Card Agreement or to the Overdraft Facility Agreement shall be integral parts thereof.
- 5.5. The Guarantor shall not be authorised to terminate the Collateral Agreement securing the Bank's Receivable until the moment of extinguishment of the Bank's Receivable.
- 5.6. The PsBC and the GBC shall be in force until termination of the Credit Relation. If the Credit Card Agreement or the Overdraft Facility Agreement was terminated earlier, the Credit Relation shall be governed by the PsBC and by the GBC in force at the time of termination of the Credit Card Agreement or the Overdraft Facility Agreement.
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6. FINAL PROVISIONS

- 6.1. The Bank may amend the PsBC; for Contracts concluded for a definite term, the Bank may only amend the PsBC for Serious Objective Reasons.
- 6.2. The Bank shall inform of any amendment:
- a) to the PsBC,
 - b) for the Credit Card:
 - ba) type of interest rate,

- bb) interest rate value,
- bc) interest due dates,
- bd) manner of repayment of the Bank's Receivable,
- be) amount and due dates of interest on arrears, or
- bf) the Repayment Account,
- bg) Limits
- c) for the Overdraft Facility:
 - ca) interest rate type,
 - cb) interest rate value,
 - cc) interest due dates,
 - cd) manner of repayment of the Bank's Receivable, or
 - ce) amount and due dates of interest on arrears.

via Publication 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 governing such Bank Product with immediate effect prior to the effective date of the amendment. If there are several participants on the Client's side, any of them may express their disagreement with the amendment with effects for all. The amendment shall become effective on the day stated in the amended document, unless the Client terminates the Contract.

- 6.3. The Bank may supplement the PsBC due to an extension of the banking services. The Bank shall notify by Publication of any PsBC supplementation no later than 1 calendar month in advance.
 - 6.4. The PsBC shall become effective as of 1 January 2015. Upon becoming effective, the PsBC shall supersede and replace the Business Conditions for Credit Cards issued by the Bank with legal effect as of 5 June 2006, the Business Conditions for Electronic Services and Payment Cards issued by the Bank with legal effect as of 10 September 2002, the Business Conditions for Credits and Overdraft Facilities to Private Clients and to MICRO Entrepreneurs issued by the Bank with legal effect as of 1 July 2007 and the General Business Conditions issued by the Bank with legal effect as of 1 August 2002, in the parts that governed the terms of the Bank Product stated in the 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 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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