



BUSINESS TERMS AND CONDITIONS FOR THE PROVISION OF PAYMENT SERVICES

PART ONE GENERAL PROVISIONS

Article 1 Basic Provisions

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

Articles 2 Definitions of Basic Terms

1. The capitalised terms used in these Business Terms and Conditions and not mentioned in this Article are specified in the General Business Terms and Conditions of the Bank for the Performance of Bank Deals (hereinafter referred to as "the GBT&C"). The capitalised terms provided in this Article and used in these Business Terms and Conditions, in contracts or documentation related to contracts shall have the meaning defined herein, unless expressly ruled out in such contracts:

Authorization

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

Bank or also Payment Services Provider

shall mean UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 – Michle, Registration No.: 649 48 242, registered with the Companies Register of the Municipal Court in Prague, section: B, insert No.: 3608, in relation to the pursuing of banking activities in the territory of the Slovak Republic by means of UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky (*foreign bank branch*), Šancová 1/A, 813 33 Bratislava, Registration No.: 47 251 336, registered with the Companies Register of the Bratislava I District Court, section: Po, insert No.: 2310/B. The Bank provides its services in the Slovak Republic on the basis of a single banking licence according to the European Union laws, namely based on Notification No. 2013/5785/570 of the Czech National Bank as of 20 May 2013 and Notification No. OBD-5659/2013 of the National Bank of Slovakia as of 4 July 2013 on the conditions for operation of the foreign bank branch in the territory of the Slovak Republic on the basis of a single banking licence.

BBAN (Basic Bank Account Number)

shall mean the basic number of a bank account; in the case of banks seated in the territory of the Slovak Republic, it is a maximum 16-digit number of a Payment Account (maximum 6 characters for prefix and maximum 10 characters for the basic number of the Payment Account).

BIC (Bank Identifier Code) or also Bank's Swift Code

shall mean an international code of a bank; 8 or 11 alphanumeric signs which unambiguously identify the bank.

Cross-Border Payment Transaction or also Cross-Border Payment

shall mean a cashless transfer of money:

- a) in EUR or in foreign currency carried out
 1. from a Payment Account maintained with the Bank to an account maintained with other bank seated outside the territory of the Slovak Republic;
 2. from an account maintained with other bank seated outside the territory of the Slovak Republic to a Payment Account maintained with the Bank; or
- b) in foreign currency carried out

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

CID (Creditor Identifier)

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

Cut-Off Time

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

Settlement Date

shall mean the moment when the Bank receives the Payment Order, where the Payment Order was submitted directly by the Payer, indirectly by the Beneficiary or through the Beneficiary, i.e. the day when the Payment Transaction is to be made, namely debited from the Payer's Payment Account and when all conditions required by the Payer's bank for performance of the Payment Transactions have been met, and if the Settlement Date is specified in the Payment Order. If the moment of receipt of the Payment Order is not a Banking Day or if the Payment Order is submitted to the Bank after the Cut-Off Time, the Bank considers the Payment Order to be received on the next Banking Day. If the Payer and the Bank agree that the Payment Order will be carried out on the determined day or at the end of a certain period (e.g. Payment Order with future maturity, Payment Order for recurring payments) or if the Payer provides the Bank with finance for the performance of the Payment Order, such an agreed day shall be deemed to be the moment of receipt.

Voluntary Payment of Execution

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

European Economic Area or also EEA

shall mean the integration grouping of Member States of the European Union and Member States of the European Free Trade Association.

EEA countries

are Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Netherlands, Croatia, Ireland, Iceland, Liechtenstein, Lithuania, Latvia, Luxembourg, Malta, Hungary, Germany, Norway, Poland, Portugal, Austria, Romania, Slovakia, Slovenia, Spain, Sweden, Italy, and UK.

EUR

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

Euro-Payment

shall mean a payment in the currency EUR made to the credit of the Beneficiary's account maintained with other bank seated in the EEA and the payment meets the following conditions:

- a) the Beneficiary's account is maintained in the territory of EEA;
- b) the Beneficiary's account number is provided in the international IBAN format;
- c) the code of the Beneficiary's bank is provided in the international BIC format;
- d) the fee instruction is SHA.

Funds

shall mean:

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

Flash Payment

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

IBAN (International Bank Account Number)

is an international account number which consists of not more than 34 characters; every country has IBAN with individual number of characters.

Direct Debit

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

One-Off Cash Payment

shall mean:

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

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

One-Off Transfer to Beneficiary's Account

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

Bank Code

shall mean a combination of 4 numerical characters or not more than 6 alphabetical characters which clearly identify a bank seated in the territory of the Slovak Republic. The Bank Code is used together with the account number in the BBAN format for the execution of Domestic Payment Transactions in the old format.

Mandate

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

Maximum Permitted SEPA Direct Debit Limit

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

Maximum Amount of All SEPA Direct Debits

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

Maximum Number of SEPA Direct Debits

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

Payer

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

Payment Transaction

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

Payment Order or also Order

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

Payment Order for Domestic Payment in SEPA Format

shall mean a Payment Order where:

- a) Payment Account numbers are stated in the IBAN format and bank codes are stated in the BIC format (BIC is optional);
- b) Payment Reference (End-to-End Reference) is used for more specific identification of the payment.

Payment Order for Domestic Payment in Old Format

shall mean a Payment Order where:

- a) Payment Account numbers are stated in the BBAN format, the Bank Code has to be stated together with the account number;

b) variable, specific and constant symbols are used for more specific identification of the payment.

Payment Service

shall mean:

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

Mean of Payment

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

Payment Account

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

Fee Instruction BEN

shall mean that the Beneficiary shall pay all fees of banks.

Fee Instruction OUR

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

Fee Instruction SHA

shall mean that the fees of banks are split between the Payer and the Beneficiary. The Payer shall pay the fee of his Bank; the Beneficiary shall pay all the other fees.

Payment Services User

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

Beneficiary

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

Mandate Reference or also **Unique Mandate Reference** or also abbreviation **UMR**

shall mean Mandate's unique identification determined by the Beneficiary and notified by the Beneficiary to the Payer upon signing of the Mandate.

Payment Reference or also **End-to-End Reference** or also abbreviation **E2E**

shall mean information, in the case of SEPA Credit Transfer placed by the Payer and in the case of SEPA Direct Debit placed by the Beneficiary, that has to be delivered by means of the Payer's bank and Beneficiary's bank to the counterparty for the purpose of more specific identification of the payment.

Reference Exchange Rate

shall mean the exchange rate used by the Bank as a basis for calculating the Exchange Rate for conversion between foreign currency and EUR. The Reference Exchange Rate is the value "check" which is Published by the Bank in its Business Premises and on its web site.

Complaint

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

SEPA

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

SEPA countries

are Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Netherlands, Croatia, Ireland, Iceland, Liechtenstein, Lithuania, Latvia, Luxembourg, Malta, Hungary, Germany, Norway, Poland, Portugal, Austria, Romania, Slovakia, Slovenia, Spain, Sweden, Italy, UK, Martinique, Guadalupe, French Guiana, Réunion, Gibraltar, Azores, Madeira, Canary Islands, Ceuta and Melilla, Aland Islands, Switzerland, and Monaco.

SEPA Direct Debit

shall mean a Payment Transaction in the currency EUR when the sum of the payment is debited from the Payer's Account and the Payment Order is placed by the Beneficiary by means of his bank that joined SEPA and is seated in a SEPA country. Both the Payer's Account and the Beneficiary's account have to be

maintained in the currency EUR. Payment by SEPA Direct Debit is conditioned by Mandate granted by the Payer to the Beneficiary. SEPA Direct Debit can have the form of SEPA Direct Debit for Consumers or SEPA Direct Debit Business-to-Business.

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

SEPA Direct Debit – for Consumers or also as **CORE**

The Beneficiary of the SEPA Direct Debit can be a natural person – citizen, natural person – entrepreneur and legal entity; the Payer of the SEPA Direct Debit can be a natural person – citizen, natural person – entrepreneur and legal entity.

SEPA Direct Debit – for Businesses or also as **Business-to-Business**, abbreviation **B2B**

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

SEPA Credit Transfer

shall mean a Payment Transaction in the currency EUR made between an account maintained with the Bank and an account of counterparty maintained with other bank that joined SEPA and is seated in the territory of the Slovak Republic. The Payer submits Payment Order for SEPA Credit Transfer. The Payer's Account or Beneficiary's account does not need to be maintained in the currency EUR.

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

Consumer

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

Standing Order

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

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

Domestic Payment Transaction or also **Domestic Payment**

shall mean a cashless transfer of money:

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

Credit Transfer

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

Urgent Payment or also **Swift Payment** or **Accelerated Payment**

shall mean a certain type of Credit Transfer with special processing deadlines and price conditions which are Published by the Bank.

Exchange Rate

shall mean the exchange rate used by the Bank for conversion between foreign currency and EUR. The Exchange Rate is determined for every currency in which the Bank performs Payment Services. If the Bank does not determine Exchange Rate for the relevant currency and Payment Service, the Payment Service is not provided in that currency. The value "buy" expresses the quantity of foreign currency the Customer will pay for one Euro. The value "sell" expresses the quantity of foreign currency the Customer will receive for one Euro. The Exchange Rate for the value "buy" of the relevant currency is calculated for cashless Payment Transactions as the Reference Exchange Rate for the given currency (USD, CHF, CZK, GBP) x 1.0125 and for other currencies x 1.015. The Exchange Rate for the value "sell" of the given currency is calculated for cashless Payment Transactions as the Reference Exchange Rate for the given currency (USD, CHF, CZK, GBP) x 0.9875 and for other currencies x 0.985. The Exchange Rate for the value "buy" of the given currency is calculated for cash transactions as the Reference Exchange Rate for the given currency (USD, CHF, CZK, GBP, BGN) x 1.025 and for other currencies x 1.05. The Exchange Rate for the value "sell" of the given currency is calculated for cash transactions as the Reference Exchange Rate for the given currency (USD, CHF, CZK, GBP, BGN) x 0.975 and for other currencies x 0.95. The Exchange Rate can also be determined differently if specially agreed between the Customer and the Bank.

Foreign Bank

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

Act on Payment Services

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

Bank's Contractual Partner

shall mean a business partner of the Bank who, for the provision of his services, settles payments from his customers, Customers of the Bank, in a form of Direct Debit. Customer of the Bank who is Payer of Direct Debit can give the Bank consent to Direct Debit performance through the Bank's Contractual Partner, namely in compliance with contractual arrangements between the Bank and the Bank's Contractual Partner. Information about Bank's Contractual Partners and about the conditions of Direct Debit performance are Published by the Bank in its Business Premises and on its web site.

Balance on the Customer's Current Account can be expressed as:

a) **the Current Balance** or also **CB**

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

b) **Disposable Balance** or also **DB**

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

c) **Own Funds** or also **OF**

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

2. **Interpretation Rules**

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

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

PART TWO PERFORMANCE OF PAYMENT TRANSACTIONS

Article 3 General Conditions

1. The Bank provides Payment Services and performs Payment Transactions in compliance with the Act on Payment Services and other generally binding legal regulations, relevant Contract, as well as the business usage applied in the banking sector.
2. Unless otherwise implied by the Contract on Current Account concluded between the Bank and the Payment Services User, the Payer's Current Account is intended for the performance of Payment Transactions; such an account is at the same time the Payment Account and the Contract on Current Account represents a Framework Agreement at the same time.
3. The Bank performs Payment Transactions on the basis of a Payment Order submitted to the Bank by the Payer or Beneficiary for the purpose of transfer of money to the debit of the Payer and to the credit of the Beneficiary.
4. The Payer or the Beneficiary shall be responsible for complete, accurate and true data in Payment Orders addressed to the Bank and for their compliance with generally binding legal regulations, Contract on Current Account and these Business Terms and Conditions.
5. If a Payment Order is in the form of a bulk Credit Transfer Payment Order, it can only contain orders for Domestic Payments with the same Settlement Date; particulars of all Orders have to be stated in uniform format, either in the SEPA format or in the old format.
6. In the case of a Standing Order, the Payer is also obliged to agree with the Bank on maturity of individual Credit Transfers.
7. The Bank will only provide the Beneficiary with the payment service of SEPA Direct Debit if agreed so between the Beneficiary and the Bank in writing and in advance. The written agreement shall also contain the conditions for providing this service. By virtue of Payer's entitlement to be refunded the sum of the executed SEPA Direct Debit, the Beneficiary undertakes that in the case of cancellation of the Beneficiary's account in the moment of maturity of the Payer's entitlement the Beneficiary will pay the Bank the sum corresponding with the executed SEPA Direct Debit in the way agreed with the Bank.

8. If the Payer grants consent to execution of Payment Transaction to the Bank, the Bank considers the Payment Transaction to be authorized.
9. The Payer can grant the Bank the consent to execution of Payment Transaction:
 - a) by signing of a paper form of the Payment Order in compliance with the Specimen Signature to the Payment Account, namely in compliance with the GBT&C;
 - b) in any other way (e.g. identification code); in such a case the form of the grant of consent to the Bank is agreed in the relevant Contract between the Payer and the Bank, namely depending on the way of submitting Payment Orders (for instance, electronic banking, payment cards).
10. If there is considered a SEPA Direct Debit, the Payer must give his Mandate to the Beneficiary.
11. In addition to the Payer's Mandate granted to the Beneficiary, also consent (permit) of the Payer granted to the Bank is a condition for the execution of SEPA Direct Debit. The Payer shall give the Bank his consent (permit) for execution of SEPA Direct Debit from his Account:
 - a) to the credit of the account of any Beneficiary, i.e. the Payer's Account is open for SEPA Direct Debit;
 - b) to the credit of any account of the particular Beneficiary, i.e. the Payer's Account is conditionally open for SEPA Direct Debit.
12. The consent (permit) for Direct Debit performance granted by the Payer to the Bank before 1 February 2014 shall remain valid according to the agreed terms and conditions. The Payer can only change in the consent (permit) the amount of the Maximum Permitted Direct Debit Limit. In the case of a request for supplementation of the conditions valid for SEPA Direct Debit, the consent (permit) for Direct Debit performance has to be cancelled and a new consent (permit) for SEPA Direct Debit performance has to be placed.
13. The Payer can also give the consent for SEPA Direct Debit performance to the Bank indirectly, namely by means of the Beneficiary or Beneficiary's bank if the Bank agrees with the Beneficiary or Beneficiary's bank on this method in advance. In such a case, the Beneficiary or Beneficiary's bank is the Bank's Contractual Partner. The Payer is obliged to make change or cancellation of such granted consent only directly in the Bank.
14. If the Payer who is not Consumer grants the Bank consent to SEPA Direct Debit performance and the SEPA Direct Debit is carried out according to his consent (permit), then the Payer shall not be entitled to be refunded money, including the case that the particular sum of Direct Debit is not determined in the time of grant of the Mandate to the Beneficiary and the sum of the Direct Debit exceeds the sum that could be reasonably expected by the Payer.
15. If the Payer does not grant the Bank the consent (permit) for SEPA Direct Debit performance, it shall be deemed by the Bank that the Payer's Payment Account is closed for SEPA Direct Debit and the Bank shall refuse to perform SEPA Direct Debit.
16. The conditions for SEPA Direct Debit performance shall not apply to the payment of contractually agreed commitments of the Payer towards the Bank; the payment conditions are determined in their mutual agreement.
17. If a Payment Services User who is not Consumer denies that he has authorized the performed Payment Transaction and the Bank records use of the Mean of Payment, then the use of the Mean of Payment shall represent a sufficient proof that the Payer has authorized the relevant Payment Transaction or caused its authorized performance.
18. A Payer who is Consumer can withdraw a Credit Transfer Payment Order submitted to the Bank, however, not later than on the Banking Day preceding the Settlement Date. The Bank shall notify the Cut-Off Time by Publication; the Credit Transfer Payment Order becomes irrevocable on the Settlement Date.
19. A Payer who is not Consumer shall not be entitled to withdraw Credit Transfer Payment Order after it was submitted to the Bank.
20. Since the Settlement Date, the date when the Credit Transfer Payment Order becomes irrevocable, the Payer can only ask the Bank to mediate refund of the Payment from the Beneficiary's Bank. If the currency of the payment to be refunded is not identical with the currency of the Payer's Account, the Bank shall use for conversion the exchange rate valid on the day of refund of the payment.
21. The Beneficiary can withdraw a Direct Debit Payment Order submitted to the Bank, however, not later than on the Banking Day preceding the Settlement Date. The time during which the Direct Debit Payment Order can be withdrawn (Cut-Off Time) shall be notified by the Bank by Publication. The Direct Debit Payment Order becomes irrevocable on the Settlement Date.
22. The Payer can refuse performance of SEPA Direct Debit not more than 10 Banking Days and at least 1 Banking Day before the Settlement Date of the SEPA Direct Debit. The Bank shall notify the Cut-Off Time by Publication.
23. A Payer who is Consumer can ask the Bank for refund of the sum of the performed SEPA Direct Debit within the deadline of 8 weeks after the day when the sum of the Direct Debit was debited from the Payer's account, namely not later than on the last Banking Day before expiry of the deadline. The Bank shall notify the Cut-Off Time by Publication.
24. In connection with fulfilment of the obligations pursuant to generally binding legal regulations, the Bank shall be entitled and obliged to refuse or postpone fulfilment of a Payment Order of a Payment Services User if the fulfilment of the Payment Order might be at variance with generally binding legal regulations or decisions of international organizations or other countries, for instance: a Payment Order addressed to a country subjected to international sanctions. The Payment Services User hereby acknowledges that a payment can

- also be returned or retained by another bank which will evaluate the Payment Order as unacceptable or which will refuse to carry out the Payment Order for other similar reasons.
25. If the Bank refuses to carry out Payment Services User's Payment Order which represents an instalment of loan, the Bank shall inform the Payment Services User thereof only by means of a Reminder – Call to Settle Obligation. The Bank shall be entitled to charge a Fee according to the valid Price List for the dispatch of such a reminder.
 26. The Bank shall provide an Account Owner who is Consumer with information about the balance of money on the Payment Account and about performed Payment Transactions for the agreed calendar period, namely in the form of statements from the Payment Account sent within the deadlines and in the way agreed with the Account Owner in the Contract on Current Account. The Bank shall provide an Account Owner who is Consumer with statements from the Payment Account free of charge and at least once a month, unless otherwise agreed in the Contract on Current Account. The Bank charges fees for the provision of any additional or more frequent information, namely according to the valid Price List.
 27. The Bank shall inform the Payment Services User who is not Consumer about balance of money on account and about performance of Payment Transactions in the time and under the terms and conditions mutually agreed between them; the Bank shall be entitled to charge a fee for that service according to the valid Price List. The Bank shall not be obliged to inform the Payment Services User who is not Consumer about the amount of balance of his own funds according to the Act on Payment Services.
 28. If the Bank cannot perform the received Payment Order, it shall notify this fact to the Payer or to the Beneficiary:
 - a) in the form and in the interval agreed with the Bank for delivery of information about performed Payment Transactions (except for incorrectly completed Payment Orders submitted in paper form on forms); and/or
 - b) without undue delay after the refusal to perform the payment, namely in the form agreed for delivery of information about performed Payment Transactions, unless otherwise specifically agreed between the Bank and the Payer. In the case of refusal to perform a payment for reasons on the part of the Payment Services User, the Bank charges a fee for that service according to the valid Price List.

Article 4

Conditions for the Performance of Cashless Payment Transactions

1. The Bank shall perform cashless Payment Transactions from the Payer's Payment Account to the Beneficiary's account by means of:
 - a) Payment Orders, namely:
 1. Payment Order for Credit Transfer (simple, bulk order), hereinafter referred to as "the Credit Transfer Payment Order";
 2. Standing Order (Standing Order for Credit Transfer, Standing Order for Sweeping of Balance (SWEEP);
 3. Payment Order for Direct Debit, hereinafter referred to as "the Direct Debit Payment Order";
 - b) cheque for settlement;
 - c) payment card.
2. The Payer or the Beneficiary shall submit the Payment Order to the Bank:
 - a) in the form of a documentary Payment Order on the forms of the Bank or on other suitable forms with the consent of the Bank; that shall not apply to the Direct Debit Payment Order;
 - b) in the form of a data file on technical data media, namely on the basis of a written Contract concluded with the Bank beforehand;
 - c) in the way agreed in the relevant Contracts, for instance in the contract on the provision of electronic banking services or in the contract on the issuance and use of payment card.
3. Only the Payer or Beneficiary or person authorized by the latter, either in the Specimen Signature to the Payment Account or according to contractual arrangements to the provided service of the selected Mean of Payment, shall be entitled to submit (sign) Payment Orders to the Bank. In addition to the Payer and person authorized by the latter to submit (sign) Payment Orders, also the person authorized by the Payer to deliver documents shall be entitled to deliver a documentary Payment Order to the Bank.
4. The Bank shall accept Payment Orders:
 - a) in documentary form on forms - only during opening hours of the relevant branch of the Bank;
 - b) in electronic format – without any limitation.
5. The deadlines for handover of Payment Orders and the time during which Payment Orders can be submitted to the Bank (Cut-Off Time) are notified by the Bank by Publication.
6. In the case of Domestic Payments, during the temporary period (from 1 February 2013 until 31 January 2016) the Bank also allows the Payer or Beneficiary to submit Payment Orders in the old format; every Beneficiary has to agree with the Bank in advance on the submission of Direct Debit Payment Orders in the old format.
7. Every Credit Transfer Payment Order submitted to the Bank must contain the following mandatory particulars:
 - a) in the case of a Domestic Payment in the old format, these particulars include:

1. Payer's account number in the BBAN format;
2. Beneficiary's account number in the BBAN format and Beneficiary's bank code;
3. sum and currency of the payment – if the payment currency is not exactly specified in the Credit Transfer Payment Order, the Bank shall deem it to be EUR;
- b) in the case of a Cross-Border Payment that is not a SEPA Credit Transfer, these particulars include:
 1. Payer's account number in the BBAN/IBAN format;
 2. Beneficiary's account number in the BBAN/IBAN format and Swift Code of the Beneficiary's bank (BIC) or name and address of the Beneficiary's bank (in the case of payments to EEA countries and countries that notified IBAN, IBAN needs to be stated);
 3. name of the Beneficiary's account;
 4. sum and currency of the payment;
 5. type of fee (SHA, OUR, BEN);
- c) in the case of SEPA Credit Transfer, these particulars include:
 1. Payer's account number in the IBAN format;
 2. Beneficiary's account number in the IBAN format and Swift Code of the Beneficiary's bank (BIC); in the case of a Domestic Payment in SEPA format, the Payer is not obliged to state the BIC, it will be supplemented by the Bank;
 3. name of the Beneficiary's account; in the case of a Domestic Payment in SEPA format, the Payer is not obliged to state the name of the Beneficiary's account;
 4. sum of payment in the currency EUR;
 5. type of fee – SHA;
- d) in the case of Voluntary Payment of Execution in the form of Domestic Payment in the old format, these particulars include:
 1. Payer's account number in the BBAN format;
 2. Beneficiary's account number in the BBAN format and Beneficiary's bank code;
 3. variable symbol;
 4. sum and currency of the payment – if the currency of payment is not exactly indicated in the Credit Transfer Payment Order, the Bank presumes that the currency is EUR;
 5. identification of the payment "EXECUTION" in the part Additional Data;
 6. in the case of Payment of Tax Execution, consent of the tax administrator;
- e) in the case of Voluntary Payment of Execution in the form of Domestic Payment in the SEPA format, these particulars include:
 1. Payer's account number in the IBAN format;
 2. Beneficiary's account number in the IBAN format;
 3. Payment Reference (End-to-End Reference);
 4. sum and currency of the payment – if the currency of payment is not exactly indicated in the Credit Transfer Payment Order, the Bank presumes that the currency is EUR;
 5. identification of the payment "EXECUTION" in the part Information for Beneficiary;
 6. in the case of Payment of Tax Execution, consent of the tax administrator.
8. In addition to the mandatory particulars of Credit Transfer Payment Order, every Standing Order submitted to the Bank must contain the following mandatory particulars:
 - a) interval of recurring of the payment;
 - b) the "effective from" date of the Standing Order;
 - c) in the case of a Standing Order for Sweeping of Balance (SWEEP), limit of balance on the Payer's account (replaces the sum and currency of payment).
9. The Credit Transfer Payment Order can also contain the following optional particulars:
 - a) in the case of a Domestic Payment in the old format, these particulars include:
 1. symbols – variable, constant and specific symbols;
 2. Settlement Date – if not stated, the Credit Transfer Payment Order is payable in the moment of its submission to the Bank or on the next Banking Day;
 3. details of the payment (for instance, message for the Beneficiary, note, description of the payment);
 - b) in the case of a Cross-Border Payment that is not SEPA Credit Transfer, these particulars include:
 1. Settlement Date – if not stated, the Credit Transfer Payment Order is payable on the day of its submission to the Bank or on the next Banking Day;
 2. details of the payment (message for the Beneficiary),
 3. the agreed information for the Bank.
 - c) in the case of SEPA Credit Transfer, these particulars include:
 1. Settlement Date – if it is not stated, the Credit Transfer Payment Order is payable on the day of its submission to the Bank or on the next Banking Day;
 2. identification of the Payer;
 3. identification of the Beneficiary;
 4. Payment Reference (End-to-End Reference);
 5. information for the Beneficiary (message for the Beneficiary and other agreed information for the Beneficiary).
10. In addition to the optional particulars of Credit Transfer Payment Order, a Standing Order can also contain the following optional particulars:
 - a) the expiry date of the Standing Order;

- b) period of blocking of the Standing Order.
11. Every Direct Debit Payment Order submitted to the Bank must contain the following mandatory particulars:
- a) in the case of a Direct Debit submitted to the Bank in the SEPA format, these particulars include:
1. Beneficiary's account number in the IBAN format;
 2. Payer's account number in the IBAN format and Swift Code of the Payer's bank (BIC); in the case of Domestic Payment, the Beneficiary is not obliged to state the BIC, it will be supplemented by the Bank;
 3. sum of the Direct Debit in EUR;
 4. Settlement Date;
 5. form of the Direct Debit (CORE/ B2B);
 6. frequency of the Direct Debit (one-off/recurring),
 7. Mandate Reference;
 8. Beneficiary's (collector's) CID;
 9. Mandate signature date.
- b) in the case of a Direct Debit submitted to the Bank as Domestic Payment in the old format, these particulars include:
1. Beneficiary's account number in the BBAN format;
 2. Payer's account number in the BBAN format and Payer's bank code;
 3. sum of payment in EUR;
 4. information agreed with the Bank in advance in the field for details of payment (message for the Beneficiary).
12. A Direct Debit Payment Order can also contain the following optional particulars:
- a) in the case of a Direct Debit submitted to the Bank in the SEPA format, these particulars include:
1. Payer's identification;
 2. Beneficiary's identification;
 3. Payment Reference (End-to-End Reference);
 4. information for the Beneficiary (message for the Beneficiary);
 5. other additional references.
- b) in the case of a Direct Debit submitted to the Bank as Domestic Payment in the old format, these particulars include:
1. symbols – variable, constant and specific;
 2. Settlement Date – if not stated, the Direct Debit Payment Order is payable according to the generally valid SEPA Direct Debit rules; the Bank will start to apply these rules since the moment of receipt of the Direct Debit Payment Order;
 3. details of payment (for instance, message for the Payer, note, description of the payment).
13. A consent for SEPA Direct Debit performance for the particular Beneficiary must contain the following mandatory particulars:
- a) form of the Direct Debit (CORE/B2B);
 - b) Payer's account number in the IBAN format;
 - c) Beneficiary's (collector's) CID;
 - d) Maximum Permit Direct Debit Limit;
 - e) frequency of the Direct Debit (one-off/recurring);
 - f) validity date of the grant of consent for Direct Debit performance (the date since when the collection is permitted).
14. A consent for SEPA Direct Debit performance for the particular Beneficiary can also contain the following optional particulars:
- a) Mandate Reference;
 - b) the expiry date of the consent to SEPA Direct Debit;
 - c) Maximum Amount of All SEPA Direct Debits;
 - d) Maximum Number of SEPA Direct Debits.
15. A consent for SEPA Direct Debit performance for any Beneficiary must contain the following mandatory particulars:
- a) Payer's account number in the IBAN format;
 - b) Maximum Permitted Direct Debit Limit;
 - c) validity date of the grant of consent for Direct Debit performance (the date since when the collection is permitted).
16. The Bank shall not be obliged to accept and perform Payment Order if:
- a) the Payment Order does not contain all the mandatory particulars specified in these Business Terms and Conditions;
 - b) the data in the Payment Order are corrected, crossed out or incompletely, ambiguously, incorrectly and illegibly completed or if they are not completed in the way usual in the banking practice;
 - c) the Payment Order is not submitted in the way agreed with the Bank.
17. If the Payer (in the case of Credit Transfer) or the Beneficiary (in the case of Direct Debit) who is submitting a Domestic Payment in the old format states in the Payment Order the account number in the BBAN format and Bank Code, in order to meet the SEPA standards the Bank shall be entitled to convert the account number and Bank Code into the international IBAN and BIC formats. The Bank and the Payer or Beneficiary

- have agreed upon the procedure referred to in the previous sentence and the Payer or Beneficiary agrees with the procedure.
18. If the Payer states in the Payment Order for Domestic Payment a variable symbol, specific symbol or constant symbol (any of them or all of them), in order to meet the SEPA standards the Bank shall be entitled to convert these symbols to the Payment Reference in the structure /VS/SS/CS with supplemented data from these symbols. The Bank and the Payer or Beneficiary have agreed upon the procedure referred to in the previous sentence and the Payer or Beneficiary agrees with the procedure.
 19. If the Payer submits the Bank a Credit Transfer Payment Order in the SEPA format and requires execution of an Urgent (or also Swift or Accelerated) Payment, due to technical conditions for execution of such a type of payment the Bank reserves the right to make changes in the Payment Order what will lead to non-compliance with the SEPA format.
 20. The Bank notifies the deadlines for handover of Payment Orders and the time period during which Payment Orders can be submitted to the Bank (Cut-Off Time) by Publication.
 21. If the Payment Order received by the Bank in the form of Credit Transfer Payment Order does not contain Settlement Date or contains Settlement Date that has already passed, the Bank shall execute such a Payment Order on the Settlement Date valid in the moment of delivery of the Payment Order provided that
 - a) the Payment Order is delivered to the Bank within the deadlines determined by the Bank for delivery of Payment Orders (Cut-Off Time);
 - b) the Payment Order contains all the mandatory particulars determined by the Bank;
 - c) the Payer's account reports sufficient finance.
 22. Payment Orders in the form of Direct Debit Payment Order submitted after the determined Cut-Off Time of the Banking Day shall be cleared by the Bank on the first Banking Day following the day of their delivery. The Bank notifies the determined time by Publication.
 23. Payment Orders in the form of Credit Transfer Payment Order submitted to the Bank with later maturity shall be executed by the Bank on the determined day according to the Settlement Date. If the Settlement Date falls on a day that is not a Banking Day, the Bank shall be entitled to execute the Payment Order on the next Banking Day after the Settlement Date, with the exception of Standing Orders which the Bank is entitled to execute on the day preceding the Settlement Date, unless otherwise agreed between the Bank and the Payer.
 24. The Bank shall not be obliged to perform a Standing Order in the relevant maturity period determined by the Payer if the Standing Order (creation/change) is not submitted to the Bank at least two (2) Banking Days before the Settlement Date.
 25. If the Payer submits Standing Order after the deadline determined by the Bank, the Bank shall be entitled to carry out such a Standing Order as late as in the next maturity period determined by the Payer.
 26. Payment Orders in the form of Direct Debit Payment Order shall be submitted by the Beneficiary to the Bank before the Settlement Date in compliance with the generally valid SEPA Direct Debit Rules. If the Beneficiary submits Direct Debit Payment Orders in the form of Domestic Payment in the old format and the Settlement Date is not stated according to the generally valid SEPA Direct Debit Rules, the Bank reserves the right to automatically modify the Settlement Date according to such Rules.
 27. SEPA Direct Debit for the performance of which the Payer granted his consent (permit) directly to the Bank shall only be executed by the Bank if:
 - a) the validity date of the consent (permit) granted to the Bank took place;
 - b) the Beneficiary delivers the Direct Debit Payment Order to the Bank within the determined time and the Direct Debit Payment Order contains the settlement data according to the consent (permit) for Direct Debit performance granted by the Payer;
 - c) the sum of the Direct Debit is lower than or equals to the Maximum SEPA Direct Debit Limit;
 - d) also all the other conditions given by the Payer to the Bank in the consent for SEPA Direct Debit are met.
 28. If the Payer grants consent (permit) for SEPA Direct Debit performance indirectly, i.e. by means of the Beneficiary or Beneficiary's bank, the Bank shall execute the Direct Debit only if:
 - a) also the conditions stipulated in Article 4(24) are met at the same time; and
 - b) the Bank contractually agreed with the Beneficiary or Beneficiary's bank on that way of Direct Debit performance; and
 - c) the Beneficiary or the Beneficiary's bank delivers to the Bank the consent (permit) for SEPA Direct Debit performance in time, namely within the contractually agreed deadline; and
 - d) the Bank has no doubts as for the validity of the consent (permit) for SEPA Direct Debit performance; and
 - e) the consent (permit) for SEPA Direct Debit performance contains all the mandatory particulars according to these Business Terms and Conditions and all data are completed without any doubts, legibly and clearly.
 29. If the Direct Debit Payment Order contains information indicating that it is the last Direct Debit, the validity of the relevant consent (permit) for SEPA Direct Debit performance granted by the Payer of the Direct Debit to the Bank will be automatically cancelled during processing of the Direct Debit Payment Order. Also if according to the consent (permit) for SEPA Direct Debit performance granted to the Bank the payment by Direct Debit is not executed for the period of 36 months, the granted consent (permit) for SEPA Direct Debit performance shall expire.

30. The Bank shall debit money from the Payment Account on the basis of the presented Payment Order, cheque or payment card. Otherwise, the Bank shall only be entitled to debit money from the Payment Account:
 - a) on the basis of a valid and enforceable decision of a court that ordered execution of a decision via debiting a claim from a Payment Account in a financial institution;
 - b) on the basis of an execution title according to special regulations;
 - c) in case of termination of the Contract on Current Account;
 - d) in case of deduction of tax pursuant to valid generally binding legal regulations;
 - e) in order to pay all prices and actual expenses on services provided, to pay due debit interest or in other cases if the Bank is entitled to do so pursuant to contractual arrangements made with the Payment Account owner;
 - f) in other cases agreed in writing between the Bank and the Payment Account owner;
 - g) in case of correction of incorrect settlement caused by the Bank or other bank (bank cancellation) in compliance with a special regulation.
31. If the Bank debits money pursuant to Article 4 (30) (a) and (b) hereof from the Payment Account maintained in a currency different from the currency in which the execution of a decision or execution are being performed according to a special regulation, the payment shall be translated at the Exchange Rate to be determined by the Bank and which is Published by the Bank.
32. If the Bank receives several Payment Orders with the same Settlement Date and there is insufficient money on the Account to perform all the delivered Payment Orders, the Bank shall be entitled to decide which of the Payment Orders will be carried out. The Bank prefers settlement of Payment Orders between Accounts within the Bank over payments to other banks.
33. The Bank shall settle Payment Orders up to the amount of disposable money on the Payer's Payment Account.
34. If in the time of settlement the Payer's Payment Account records insufficient money for performance of the Credit Transfer Payment Order and payment of Fees charged by the Bank to the Payer for the performance of the Credit Transfer Payment Order, the Bank shall execute the Credit Transfer Payment Order after a corresponding amount of money will be available on the Payer's Payment Account. In such a case, the Credit Transfer Payment Order can be carried out no later than within three (3) Banking Days following the Settlement Date. If the Payer fails to secure sufficient money on the Payment Account during that period of time, the Bank shall consider the Credit Transfer Payment Order to be non-executable.
35. The Bank shall perform Voluntary Payment of Execution under the following conditions:
 - a) the account reports sufficient credit funds;
 - b) the execution to be paid is the first one in the order of all executions or after the required payment the account will still report sufficient funds for preceding executions and minimum balance;
 - c) payments of executions are not performed from the sum of authorized overdraft.
36. If in the time of settlement of Direct Debit Payment Order the Payer's Payment Account does not report sufficient money for the performance of SEPA Direct Debit and for payment of Fees charged by the Bank to the Payer for the performance of the SEPA Direct Debit, the Bank will refuse to perform the SEPA Direct Debit, i.e. it will consider the SEPA Direct Debit to be non-executable. The deadlines required for securing sufficient money on the Payer's Payment Account for the performance of the Direct Debit (Cut-Off Time) are notified by the Bank by Publication.
37. The Payer and the Bank have agreed that if the Payer states Fee Instruction BEN in the Payment Order for a Cross-Border Payment within EEA in any currency of EEA Member States, the Bank shall be entitled to change the type of the Fee Instruction to SHA. The Bank shall be entitled to charge the Payer a fee for such a change of the fee instruction pursuant to the Price List. After the change of the fee instruction, the Bank shall further process the Cross-Border Payment and shall charge fees on it in compliance with the Fee Instruction SHA.
38. If a Credit Transfer Payment Order for Cross-Border Payment is issued in a currency in which the Bank cannot perform it, the Bank shall be entitled to refuse to perform the Credit Transfer Payment Order.
39. The Payer and the Bank have agreed that if data missing or incorrectly completed by the Payer in the Credit Transfer Payment Order submitted to the Bank (for instance: missing or incorrect BIC, incorrect IBAN,...) prevent automatic processing of the Cross-Border Payment, the Bank shall be entitled to charge an additional fee to the debit of the Payer's account pursuant to the Price List.
40. If the sum of a Domestic Payment or a Cross-Border Payment is to be converted from one currency into another currency, the Bank shall make the conversion according to the Exchange Rate valid in the moment of performance (i.e. debiting or crediting of money from/to the Payment Account) of the payment. If the sum of the payment is higher than or equals to €33,000 (or an equivalent of the sum in a foreign currency), the Bank shall be entitled to translate the sum of the incoming payment by using a different exchange rate than the exchange rate provided in the Bank's exchange rate list. In case of outgoing payments placed by a Consumer, when currency is to be changed to another currency and the sum of the payment is higher than or equals to €33,000 (or an equivalent of the sum in a foreign currency), the Bank shall be entitled to suspend processing of the payment until the Bank agrees with the Payer upon a different exchange rate. The Bank shall be entitled to charge fees connected with the conversion of currencies to the debit of the customer's Payment Account in accordance with the Price List.

Article 5
Conditions for the Performance of Cash Payment Transactions

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

The Bank shall be entitled to charge to the debit of the Payment Services User's Payment Account any Fees connected with the currency conversion in compliance with the valid Price List.

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

Article 6

Deadlines for the Performance of Payment Transactions

1. The Bank and the Customer have agreed that the deadlines provided in this Article shall apply on the condition that the Customer has met all the conditions for the performance of Payment Order determined by these Business Terms and Conditions.
2. The following deadlines shall apply to the processing of Payment Orders in the form of Domestic Credit Transfer Payment Orders:
 - a) Credit Transfer Payment Orders carried out as standard payments, received by the Bank until the determined Cut-Off Time on a Banking Day that is the Settlement Date will be processed on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the money to the account of the Beneficiary's bank on the next Banking Day, value date (D+1).
 - b) Orders for Voluntary Payment of Execution received by the Bank until the determined Cut-Off Time will be debited from the Payer's Payment Account on the Banking Day following submission of the Payment Order in paper form (D+1) and sent to the account of the Beneficiary's bank on the next Banking Day (D+2).
 - c) Credit Transfer Payment Orders carried out as Accelerated Payments or also as Swift Payments, received by the Bank until the determined Cut-Off Time on a Working Day that is the Settlement Date will be processed on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day, value date (D) and will send the money to the account of the Beneficiary's bank on the same day, value date (D).
 - d) Credit Transfer Payment Orders between Payment Accounts within the Bank, received by the Bank until the determined Cut-Off Time on a Banking Day (D) that is the Settlement Date will be processed on the same day (D) and the Bank will debit the sum of the payment from the Payer's Payment Account and, at the same time, will credit the sum of the payment to the Beneficiary's Payment Account on the same day, value date (D).
 - e) All Credit Transfer Payment Orders received by the Bank after the determined Cut-Off Time will be processed on the next Banking Day following the day when they were received by the Bank.
 - f) All Credit Transfer Payment Orders received by the Bank before the Settlement Date will be processed on the day of the Settlement Date.
3. The Bank will credit to the Beneficiary's Payment Account money received in the form of Domestic Payment from another bank and will allow the Beneficiary to dispose of the money on the same Banking Day (D) as the day when the money was credited to the Bank's account.
4. The following deadlines apply to the processing of correctly completed Payment Orders in the form of Cross-Border Credit Transfer Payment Orders:
 - a) Credit Transfer Payment Orders to EEA countries in the currency EUR submitted to the Bank in electronic form and received by the Bank until the determined Cut-Off Time on a Banking Day (D) will be processed on the same day (D); the Bank will debit the sum of the payment from the Payer's Payment

- Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of one (1) Banking Day following the day of processing (D+1);
- b) Credit Transfer Payment Orders to EEA countries in the currency EUR submitted to the Bank in documentary form on the Bank's forms and received by the Bank until the determined Cut-Off Time on a Banking Day (D) will be processed on the same day (D); the Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of two (2) Banking Days following the day of processing (D+2);
 - c) All Standing Orders to EEA countries in the currency EUR submitted to the Bank within the determined deadline will be processed on the determined day (D); the Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of one (1) Banking Day following the day of processing (D+1);
 - d) Credit Transfer Payment Orders to non-EEA countries and Credit Transfer Payment Orders to EEA countries in other currency than EUR that are being performed as standard payments and are received by the Bank until the determined Cut-Off Time on a Banking Day (D) will be processed on the same day (D); the Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of two (2) Banking Days following the day of processing (D+2);
 - e) Credit Transfer Payment Orders to non-EEA countries and Credit Transfer Payment Orders to EEA countries in other currency than EUR that are being performed as Urgent Payments and are received by the Bank until the determined Cut-Off Time on a Banking Day (D) will be processed by the Bank on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of one Banking Day following the day of processing (D+1);
 - f) Credit Transfer Payment Orders that are being performed as a Flash Payment and received by the Bank until the determined Cut-Off Time on a Banking Day (D) will be processed by the Bank on the same day (D). The Bank will debit the sum of the payment from the Payer's Payment Account on the same day (D) and will send the sum of the payment to the credit of the Foreign Bank with value date of one Banking Day following the day of processing (D+1);
 - g) all Credit Transfer Payment Orders received by the Bank after the determined Cut-Off Time will be processed on the next Banking Day following the day when they were received by the Bank;
 - h) all Credit Transfer Payment Orders received by the Bank before the Settlement Date will be processed on the day of the Settlement Date.
5. The Bank will credit to the Beneficiary's Payment Account money received in the form of Cross-Border Payment and will allow the Beneficiary to dispose of the money on the same Banking Day as the day when the money was credited to the Bank's account provided that:
 - a) the Bank has obtained a document for settlement until the Cut-Off Time determined by the Bank for incoming Cross-Border Payments;
 - b) the Cross-Border Payment contains correct data.
 6. Indication of Payment Account number is a sufficient particular for the crediting of money to the Beneficiary's Payment Account; the Bank does not control if the name of the Beneficiary's Payment Account is correct. If the Payment Account number is not stated and only the Beneficiary's name is provided, the Bank will credit the money to any account of the Beneficiary maintained with the Bank. The Bank shall be entitled to charge to the debit of the Payment Services User's Payment Account any Fees connected with the failure to state the Beneficiary's account number, namely in compliance with the valid Price List.
 7. If the document for crediting of a Cross-Border Payment to the Beneficiary's Payment Account is delivered to the Bank after the money was credited to the Bank's account, the payment will be credited to the Beneficiary's account on the date when the money was credited to the Bank's account; the Beneficiary can dispose of the money not sooner than on the date of delivery of the document to the Bank.
 8. If money is credited to the Bank's account after the Bank credited the money to the Beneficiary or if money is not credited to the Bank's account at all, the Bank shall be entitled to perform a correcting settlement.
 9. If the Direct Debit Payment Order is received from the Beneficiary according to the generally valid SEPA Direct Debit Rules and all conditions for Direct Debit performance are met:
 - a) the Bank, in the position of Payer's bank, will debit the money from the Payer's Payment Account on the day being the Settlement Date (D);
 - b) the Bank, in the position of Beneficiary's bank, will credit the money to the Beneficiary's Payment Account on the day being the Settlement Date (D).
 10. The following deadlines shall apply to the processing of Payment Orders in the form of Deposits of Funds in cash and withdrawals of Funds in cash at a counter of the Bank's Business Place:
 - a) Deposits in cash made at the Bank's branch during cash desk service hours or at the Bank's Business Place with extended cash desk service hours until the Cut-Off Time determined by the Bank will be credited by the Bank to the Beneficiary's Payment Account and the Bank will allow the Beneficiary to dispose of the Funds on the same Banking Day (D);
 - b) cash withdrawals made at the Bank's Business Place during cash desk service hours or at the Bank's Business Place with extended cash desk service hours until the Cut-Off Time determined by the Bank will be debited by the Bank from the Payer's Payment Account on the same Banking Day (D);

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

Article 7 Correcting Settlement

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

Article 8 Liability for Damage

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

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

Article 9 Handling of Complaints

1. The Payment Services User shall be entitled to lodge a complaint in writing or in electronic form (in person, by mail, e-mail or by fax), namely during the entire business hours and at any Business Place of the Bank if he is not satisfied with the performance of the relevant Payment Transaction by the Bank. A request of the Payment Services User for examination of an unauthorized Payment Transaction or of an authorized Payment Transaction that has not been carried out or has been carried out incorrectly by the Payer's Bank, mediating bank or by the Beneficiary's bank shall be deemed to constitute a complaint.
2. In the case of One-Off Transfer to the beneficiary's account, the Payer can also lodge a complaint with the contractor at whose place the payment was made by the payer. The condition for acceptance of the complaint is submission of the confirmation that the invoice was downloaded and a confirmation of payment at the contractor.
3. The Bank's Complaint Code Published by the Bank governs the handling of complaints and disputes relating to the provision of Payment Services.

PART THREE COMMON AND FINAL PROVISIONS

Article 10 Final Provisions

1. In order to improve the quality of services provided by the Bank in connection with the change of the Bank's business policy or in connection with the development of legal environment or on the basis of changes on the banking, money and capital markets or in order to secure prudent business of the Bank and the Bank's stability, the Bank shall be entitled to amendment or supplement or completely replace these Business Terms and Conditions. The Bank shall Publish any change of these Business Terms and Conditions in its business premises and on its web site or in other suitable way agreed with the Customer, namely within the deadline of not later than two (2) months before effective date of the relevant change. In such a case, the Customer shall be entitled to express his disagreement with the change by a written notice delivered to the Bank in the form of registered mail matter, namely no later than on the day preceding the effective date of the change.
2. However, if the Customer fails to notify the Bank in writing that he does not accept the change of these Business Terms and Conditions within the deadline referred to in Article 10 (1) hereof, it shall apply that the Customer has accepted and agrees with the change of the Business Terms and Conditions and the change of the Business Terms and Conditions shall become an integral part of the relevant Contract on the day when the change of the Business Terms and Conditions takes effect.
3. If the Customer expresses his disagreement with the change of the Business Terms and Conditions and no agreement is reached, both the Bank and the Customer shall be entitled to terminate their obligation

relationship with immediate effect, whereupon the mutual claims of the Parties shall become payable immediately.

4. All obligation relationships which will arise between the Customer and the Bank since the effective date of these Business Terms and Conditions shall be governed by the Business Terms and Conditions, unless otherwise stipulated therein. All obligation relationships which were made between the Customer and the former UniCredit Bank Slovakia a. s., Šancova 1/A, 813 330 Bratislava, Registration No.: 00 681 709 (hereinafter referred to as "UniCredit Bank Slovakia") or banks whose legal successor was, since 1 April 2007, UniCredit Bank Slovakia shall be governed, until the effective date of these Business Terms and Conditions, solely by these Business Terms and Conditions, unless otherwise stipulated therein. If the Customer makes any legal act towards the Bank or continues in the reception of products so that it is obvious that he is willing to continue in the given obligation relationship with the Bank or if the Customer confirms by his actions that he has acquainted himself with the Business Terms and Conditions that shall also be deemed by the Bank as the Customer's consent with effect of the Business Terms and Conditions.
5. These Business Terms and Conditions shall take effect on **1 February 2014**.

In date:

I hereby confirm in my signature that I have received the Business Terms and Conditions, have acquainted myself with them and I undertake to observe them.

First name and surname:

Personal No.:

Signature: