

# GENERAL BUSINESS TERMS & CONDITIONS



Payment Institution NFD a.s.

## INITIAL PROVISIONS

### Preamble

**General Business Terms & Conditions (the "GBTC") of Payment Institution NFD a.s., with registered offices at 17. novembra 539/4, 064 01 Stará Ľubovňa, BRN: 46 847 162, registered in the Commercial Register maintained by the District Court in Prešov, Section Sa, Ins. No. 10486/P, authorized to operate as a payment institution registered under Decision No.: ODB-10851/2014-7 ("NFD" or the "Company") have been drawn up in accordance with Article 273 (1) of the Commercial Code and published in accordance with Article 31 of Act No. 492/2009 Coll. on payment services and on amendments and supplements to certain laws, as amended (the "Act"), which form part of each contractual relationship between the Payment Institution NFD a.s. and the Customer. The GBTC stipulate the basic rights and obligations of each contractual relationship between the Payment institution and its Customer; they are binding for all parties to such contractual relationship since the first day the Customer shows a willingness to enter into a contractual relationship with the Company unless the parties agree otherwise.**

### **I. Basic definitions and terms**

For the purposes of these GBTC and the entire legal relationship between the Payment institution and the Customer, the following definitions and terms shall be used with the following meaning:

**Authentication:** granting of consent by the Customer to execute a payment transaction or other transaction relating to a payment account or funds in a payment account within the Payment institution's system (signature, password, text message code, etc.). The manners and procedures of authorization are stipulated in these GBTC which form part of the Framework Contract between the Payment institution and the Customer. For the purposes of this Contract, the Customer must verify his/her cell phone number upon his/her first login into internet banking, via a text message code, and subsequently his/her authentication shall be carried out via a text message authentication code, or the Customer may change the form of authentication to codes sent via e-mail (that the Customer only has to copy for the purpose of authentication) by changing the settings in his/her profile.

**Banking connection:** for the purposes of these GBTC, this term shall mean the connection for the transfer of funds to the payment account of the Customer. For the receipt of funds via a payment order a bank account must be shown: for a cross-border payment order the name and address of the Payment institution and the account number in the form of IBAN and BIC, or the SWIFT code of the Payment institution must be shown; and at the same time for each type of a funds transfer, it is important to include the description of payment – a unique identifier of the Customer.

**Price list:** a document containing the list of services and transactions available to the Customer, including respective fees for the use and execution of each service or transaction. The Price list forms part of these GBTC and the Client's Contract. The Payment institution may change and update the Price list at any time. Changes to the Price list are valid and effective upon their publication on the premises and on the website of the Payment institution, which will include a note stipulating the effective date of the Price list, or upon the updated version being sent to the Customer.

**Cut-off time:** time up to which the Payment institution receives or accepts payment (transfer) orders on each respective business day and up to which it executes transactions that are to be executed on the day the order is received. Any payment orders received after the cut-off time shall be processed on the next business day. The cut-off time is approved by the Payment institution, and it is published on its website.

**Confidential information:** all information and data that are included in contractual terms or that relate to contractual relationship between the Payment institution and the Customer and/or information and data regarding matters relating to the Customer and the Payment institution and their business with which the parties have been made familiar while or in connection with entering into the Contract or complying with individual contractual terms; information about payment operations and any and all other information relating to the activities of either one of the Contracting Parties that holds

certain value and is therefore able to bring advantage to someone or harm the Payment institution or the Customer, or which is identified as confidential by the Party that provides it or its confidential nature stems from its essence or circumstances that are known to the other Contracting Party.

**Express payment:** payment with the reduced period for processing of the payment order based on Customer's specific instructions where the Payment institution deducts the payment order amount from the Customer's payment account and processes the payment order on the same day it was made by the Customer (if it was submitted before the cut-off time). Additional charges apply for an express payment in accordance with the current Price list.

**IBAN:** (International Bank Account Number): an international bank account number which allows unique identification of the recipient and automated processing of the payment. It consists of a country code, control number (this is calculated for each Customer individually by using a precisely defined algorithm consisting of the Payment institution's code, prefix and account number), code of the Payment institution – bank, prefix and Customer's account number.

**Unique identifier:** is a combination of letters, digits or symbols which the provider of payment services communicates to the user of payment services and which the user of payment services provides for the purposes of unique identification of another user of payment services or his/her payment account for payment operations. The unique identifier is mandatory information unambiguously identifying the payer or the recipient who must be shown correctly in all payment operations in order for the Payment institution to be able to execute a payment service correctly, in accordance with Article 21 at seq. of the Act.

**Internet Banking:** a web interface of the Payment institution serving for the electronic communication with the Customer. The Customer accesses the Payment institution's Internet Banking via a web site of the Payment institution, upon submitting unique access details and authorization of the Customer (user name and password and subsequently the required text message code or a code sent via e-mail). Internet Banking allows the Customer to manage his/her payment account, choose the settings, submit payment orders, and obtain information about the payment account: about individual payment transactions, payment account balance, etc. Individual payment account transactions made via Internet Banking may require additional authorization via a text message code or a verification code sent in an e-mail. All communication made through Internet Banking happens in an encrypted environment secured with an SSL certificate with additional identification of the Customer through a verification code sent in a text message or an e-mail, resulting in the need to authorize all instructions for transfer of funds made by the Customer by the means of a text message code or an e-mail delivered verification code. A simplified version of Internet banking is available through a special application for mobile phones, so called BONOPAY™. Bonopay is a limited version of Internet Banking that allows to execute only internal payments among the Payment institution's Customers via a mobile phone.

**Payer:** A payer is a person who submits the payment order to the payment service provider and is the payer of the funds which are the subject of the payment transaction.

**Customer:** is a natural or legal person who has entered into a contractual relationship(s) with the Payment institution as a user of payment services, who uses the payment services either as a payer or a payee (recipient) in accordance with Act No. 492/2009 on payment services, Article 2 (4) and (5) of the Act, where the payer and the payee may be the same person. Therefore a Customer is also a person with whom the Payment institution negotiated entering into a contract, but no such contract was eventually entered into, as well as a person who stopped being the Payment institution's Customer. This does not preclude the possibility for the Customer to become a consumer, in accordance with the Act. A consumer shall mean a natural person who does not act within his/her employment, profession or business when entering into and executing a contract the subject matter of which is provision of payment services; where the payment service provider considers a consumer to also be a person who, at the time of entering into a framework contract about provision of payment services, employs less than ten persons and whose annual turnover or total annual balance sheet does not exceed €2,000,000.

**Terms & Conditions ("T&C"):** summary of rights and obligations of Customers and the Payment institution that governs the use of individual products/services of the payment transactions provided by the Payment institution, if the Payment institution has issued such a summary for the relevant product or service. The rights and obligations that are not stipulated in T&C for an individual product/service shall be governed by these GBTC. In case of a conflict between the T&C and GBTC, the T&C provisions shall take precedence.

**Payment institution:** business enterprise Payment Institution NFD a.s., with registered offices at 17. novembra 539/4, 064 01 Stará Ľubovňa, BRN: 46 847 162, registered in the Commercial Register of the District Court in Prešov, Section Sa, Ins. No. 10486/P, which is a person authorized to execute payment services in accordance with a license issued under the Act, with the permit registration number: ODB-10851/2014-7.

**Payment transaction** ("transaction"): is the deposit of funds, withdrawal of funds, or transfer of funds based on instructions provided by the payer or payee or via the payee to the payment service provider performed within payment services in accordance with Article 2 (1) (c) of the Act.

**Payment service:** execution of payment transactions via payment, including the transfer of funds from a payment account or to a payment account maintained by the payment service provider in accordance with Article 2 (1) (c) (1) of the Act. For any individual payment service, the Payment institution shall determine the maximum period for its execution, depending on the scope and structure of the service requested by the Customer, otherwise the maximum period for execution of a payment service is D+1; this does not apply to a payment order where the Payment institution is obligated to secure transfer of the payment transaction amount by the end of the next business day from the moment of receipt of the payment order. If the payment order is submitted in a written form, the period for execution of such payment order is increased by another business day.

**Payment order:** unconditional and unambiguous instructions from the Customer of the Payment institution for execution of a payment transaction or other handling of funds in the Customer's payment account, unless otherwise agreed.

- One-time: a single payment order executed by the Customer;
- Standing order: an order set for regular payments in accordance with particulars of the Payment institution;
- Batch payment order: a payment order for several payment transactions.

**Payment transaction system:** all payment transactions and payment services connected with maintaining of a payment account.

**Payment account:** shall be understood to be a current account or other account maintained by the payment service provider held under the first and last name in case of a natural person, or a business name in case of a legal person, of one or several users of the payment services which is used to execute payment transactions.

**Specimen signature:** Customer's signature on a document by which an account or authorization to manage an account is established, consisting mainly of a handwritten graphic representation of the Customer's signature. The specimen signature is kept at the Payment institution, and it serves to specifically identify respective Customers.

**Other payment service provider:** for the purposes of these GBTC, this shall mean a payment service provider of a recipient (payee) or a correspondent bank of the payment service provider, bank, branch, foreign bank, payment institution and electronic money institution established in accordance with the Act and also a branch of the payment institution and electronic money institution, and other similar financial institution providing payment services in accordance with the Act or considered to be other financial institution under international practices which are not contradictory to the Act.

**Business day:** the day on which the Payment institution and other institutions participating in the transfer of funds operate, usually Monday through Friday. Days of rest (weekends, statutory or other holidays and days officially declared to be days of rest in the Slovak Republic), or other days that the Payment institution declares to be non-working days unless stated otherwise, are not considered to be business days.

**Access details:** summary of information relating to a specific Customer's account, allowing identification of a relevant person and authorization of his/her individual requests and instructions during communication with the Payment institution when providing payment system services. The access details are provided via a secure e-mail message provided to the Customers, with a confirmation link for verification of Customer's email address.

**Complaint Policy:** document governing the course of action, rights, and obligations of the Payment institution and Customer for exercising and handling complaints with regards to the quality and correctness of provision of a payment service by the Payment institution. Any changes to the Complaint Policy will be published by the Payment institution on its website or via other suitable means. Such publication must be made available on the day when the changes come into effect at the latest

**Reputational risk:** is a risk of damage to the good reputation of the Payment institution, or any other partner of the Payment institution, by another Customer of the Payment institution.

**Website:** internet site [www.pay-institution.eu](http://www.pay-institution.eu), which is the official internet website of the Payment institution, via the use of which, or the use of its subpages/domains of a lower category, email addresses and applications (e.g. Internet Banking), communication between the Payment institution and the Customer is carried out.

**Virtual terminal:** is a link to a web interface of the payment institution placed on a website of an e-shop (of the payment institution Customer) via which it is possible to carry out a transfer of funds by the Payer into the Merchant Account of the recipient. The virtual terminal allows a transfer exclusively between payment institution Customers (merchant account and home account) where there is an internal (online) transfer between accounts which allows the Customer, via a shortcut, to execute an internal transfer for the purchase made where, on the website of a partner e-shop after selecting the payment option via Virtual terminal, the Customer logs in, and an internal payment order is displayed for him/her, and the Customer only needs to confirm his/her consent with the execution of the transaction in question.

**Customer specification:** is information about a Customer, interested in a Merchant account, which precisely specifies the technical environment, information about the subject matter of operations, Customer's website, specifies the purpose of Virtual terminal use and is part of the KYC process and contract.

**Contract:** shall mean the framework contract in accordance with the Act, a binding legal relationship whose subject matter is the provision of payment services by the Payment institution to the Customer, which is established on the basis of a binding legal act of the Customer carried out in a written and/or electronic form for the provision of payment services or for opening of a payment account. These GBCT, Price list, and also the T&C for the relevant product/payment service that the Customer chose, if issued and where relevant, form part of the Contract unless stated otherwise.

**Merchant:** for the purposes of this document, a Merchant shall mean a Customer who uses or plans to use services of a payment institution predominantly for the collection of revenues or funds from other persons.

**AML** – for the purposes of this document, AML shall mean Act No. 297/2008 Coll. on protection against legalization of proceeds from criminal activity and terrorist financing.

## **II. IDENTIFICATION OF CUSTOMER KLIENTA, COMMENCEMENT AND TERMINATION OF CONTRACTUAL RELATIONSHIP**

### **A. Identification and conduct of Customer**

1. When entering into a business relationship, carrying out an occasional business relationship, or in case of any doubts or suspicions during execution of payment transactions of the Customer or about information the Customer provided to the Payment institution beforehand, the payment institution is obligated to identify and verify the identification of the Customer or a person acting in his/her name or on his/her behalf, in accordance with general binding rules and internal regulations of the Payment institution. If the Customer or a person acting in his/her name or on his/her behalf refuses to comply with the requested scope of identification and verification of identification, the Payment institution is entitled to refuse the execution of the payment transaction concerned or to enter into a Contract.
1. The Payment institution may require the Customer to identify the beneficial owner and also to prove the beneficial owner's identity by submitting their ID documents. The Payment institution may also require the Customer to provide information about the purpose, and intended nature of the business relationship and the Customer must provide this information to the Payment institution.
2. The Customer consents to provide all necessary data, information and documents for the purposes of identification and verification of identification, including making a copy of ID documents or other documents, if those are necessary for the purposes of identification or verification of identification.
3. The manner, form and a specific type of document required for opening a payment account, or for the subsequent identification or verification of identification of the Customer during performance of customer due diligence in accordance with AML are stipulated by internal regulations of the Payment institution which specify individual types of customer due diligence or specific Terms & Conditions of the Payment institution, unless the parties agree otherwise. The Payment institution may, at its own discretion, request other documents and information from the Customer in case of any doubts regarding his/her identification, verification of his/her identification or in connection with payment transactions the Customer carries out.
4. When using electronic or technical devices by the Customer, the Customer gets authorized – is identified via unique access information which entitles him to execute a specific payment service or another transaction with regards to the payment account.

5. The unique access information is also known to a person who is authorized to act on behalf of the Customer – a third party mandate, who is subject to the same extent of identification and verification of identification in accordance with these GBTC and relevant internal regulations of the Payment institution.
6. A person holding a third party mandate is a person authorized by the Customer to carry out some transactions with regards to the payment account, to carry out all transactions with regards to the payment account, or to carry out transactions in the name and on behalf of the Customer. The extent of authorization for a third party mandate is stipulated in the relevant document containing also the specimen signature of the person holding the third party mandate.
7. The Customer is entitled to be represented in an individual legal act by a third party appointed by a written mandate. The extent of the mandate must be finite and clearly defined, and the signature of the donor must be notarized, or the authorization must be signed by an employee of the Payment institution to whom the identity of the donor was unambiguously proved. The Customer may also authorize more than one person, however, he/she must stipulate in what manner such persons are authorized to act (individually or jointly).
8. When corresponding in any kind of written form, the Customer's signature must match the specimen signature of the Customer recorded by the Payment institution upon signing of the Contract or opening of a payment account. The Payment institution is not obliged to process any act where the Customer's signature does not match his/her specimen signature.
9. Unless general binding rules or these GBTC stipulate otherwise, the authorization to manage a payment account and/or funds in the payment account is valid for the Customer and/or a person holding a third party mandate until termination of such authorization in writing or other document proving facts resulting in commencement, change or termination of the authorization to manage the account and//or the funds in the payment account is delivered.  
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10. All documents required by the Payment institution for executing any service, entering into the Contract, opening an account or carrying out any other transaction must be submitted by the Customer in their original form or as certified copies unless the parties agree otherwise.

## **B. The opening of the account, commencement of the contractual relationship**

### **I. General information**

1. The Payment institution provides payment services to the Customer on the basis of a Contract between the Payment institution and the Customer. These GBTC, the Price list, or other documents referred to in the Contract that become part of it, form part of such Contract. Individual terms and conditions for opening accounts and execution of payment transactions are stipulated in these GBTC unless there is another document that states otherwise.
1. The Customer undertakes to provide all information required upon entering into the Contract truthfully, and in a precise and comprehensive manner, otherwise, the Payment institution is entitled to withdraw from the Contract. With the consent of the Payment institution, it is possible to subsequently remedy the Contract upon providing the information in question.
2. The Contract between the Customer and the Payment institution may be entered into either in writing or in electronic form via a website of the Payment institution, or in a similar manner on the basis of which it is possible to unambiguously identify the positive expression of Customer's intention to consent to the contractual terms of the Payment institution. The contractual relationship commences upon signing of the relevant legal acts by the Customer and the Payment institution or upon acceptance of an electronic proposal of the Contract which is truthfully and fully completed by the Customer. The Customer is immediately notified, in a manner similar to how the Contract was entered into (e.g. a confirmation e-mail), by the Payment institution about acceptance of his/her proposal and about the validity and effectivity of the Contract entered into electronically or in any other way.
3. These GBTC, or T&C applicable to a payment service the Customer has committed to using, become binding for all contracting parties on the day when the Contract comes into force and becomes valid. Individual parts of the contractual relationship, depending on their nature, are valid until such time as all the rights and obligations between the Payment institution and Customer are fully settled.
4. The opening of a payment account for the Customer forms part of the Contract unless the parties agree otherwise. The Payment institution maintains the payment account throughout the whole duration of the Contract unless agreed otherwise. Respective features of the Payment account are made available to the Customer only after all conditions listed in the Contract and related documents have been met.
5. The Payment institution opens and maintains a payment account for the Customer on the basis of the Contract. The Payment institution reserves the right to open a payment account for the Customer or make available respective features of the Payment account (e.g. execution of payment transactions) only after performing identification or verification of identification of the Customer. For this purpose, the Payment institution is entitled to demand payment be executed to a payment account of the Customer maintained by another bank or by another payment service provider or fulfillment of another condition. The Customer agrees that in case of such conditional payment account the functionality of the payment account to provide individual services of the payment system may be limited until such time as all conditions set by the Payment institution have been duly met by the Customer.
6. Throughout the duration of the Contract, any Customer may ask the Payment institution to amend the Contract, amend the payment account settings, etc., via an electronic or written request made by the Customer and delivered to the Payment institution. The subject matter of the Contract may be amended each time the Customer requests it in a manner specified for each individual type of Contract/payment service. Narrowing the subject matter of the Contract may only be performed within the period of notice specified for each type of a payment service unless the parties agree otherwise.
7. The Customer is obligated to notify the Payment institution of any changes to information he/she provided in the Contract/Contract proposal, either via a Payment institution electronic form at the Payment institution website or in a written form immediately after such change takes effect. The Payment institution is not liable for any damage sustained by the Customer which arises out of the Customer's failure to advise of any changes to the information specified in the Contract or other documents or failure to advise of such changes in time and until such time as the Customer advises of such changes, the Payment institution will consider as binding all the information provided by the Client when entering into the Contract.

### **II. Payment accounts**

1. The Payment institution opens and maintains the following types of payment accounts:
2. Payment account for natural persons ("Home account") and

3. Payment account for legal persons ("Business account")
4. Payment account for e-shops ("Merchant account")
  - a) For the purposes of the Contract, it is possible to open payment accounts for legal persons and for natural persons – entrepreneurs (self-employment/small business, liberal profession, etc.) registered in the relevant Register on the basis of specific legal regulations or performing a business activity on the basis of a relevant authorization.
  - b) The Merchant payment account is an account with the same parameters as the Business account which is intended for the operators of e-shops and allows a technical implementation of the "Virtual terminal".
5. Payment accounts are maintained under the first and last name / business name of the Customer unless the parties agree otherwise in special circumstances. Each payment account has a number assigned to it which is generated automatically and which is unique within the Payment institution and its system of payment accounts. In special cases, the Payment institution may change the numbers of payment accounts if the changes in its bank information system require it, however, it is obligated to inform the Customer of such change immediately.
6. The Customer has access to his/her payment account/payment accounts via the Payment institution website and Internet Banking application and, based on the appropriate authorization, he/she can access the information related to the payment account, especially status and activity in the bank account, current balance in the Payment account, and, after inputting the relevant criteria, to the list of payment orders and other payment transactions. Individual statements may be exported into files for the purpose of printing in accordance with payment account settings. The Payment institution does not provide payment account statements in a written form unless the parties agree otherwise.
7. The Customer is fully entitled, within the terms stipulated in the contractual relationship with the Payment institution, to manage the payment account and the funds in the payment account, especially open and terminate an account, appoint, change and terminate persons who hold a third party mandate to manage the account, to set up the payment account within the options provided to him/her (such as change of password or other authorization data, setting up user environment, etc.), view and generate statements about the payment account and payment orders that were executed, etc.
8. The individual features of the payment account, especially the execution of payment orders, may be performed exclusively by the Customer, after a thorough authorization on the basis of access data provided by the Payment institution. For the purposes of providing better security for execution of payment orders, the level of authorization may be amended or modified based on the notification by the Payment institution. The Customer is entitled to appoint another person for execution of certain features of the payment account on the basis of a third party mandate or authorization in accordance with provisions of section 2,A., paragraph 6, 7, and 8 of these GBTC.
9. The Payment institution is entitled to set a minimum balance for the payment account and also a minimum amount of a transfer for a specific type of payment transaction. The Customer must comply with the minimum amount of a transfer as well as the minimum balance left in the payment account otherwise the Payment institution will not execute the transactions. Reducing the minimum amount stipulated for the relevant payment transaction or overdraft of the minimum balance may only happen with the prior consent of the Payment institution.
10. The Customer and the Payment institution accept that the funds in the payment account must not bear interest.
11. The respective transactions related to the maintaining of a payment account may be subject to fees, provided such transaction is listed in the current Price list of the Payment institution, with the relevant fee rate for the respective transaction, which the Customer acknowledges by signing the Contract. The Customer undertakes to pay the fees for all transactions that are subject to charges within the payment system in accordance with the Price list valid on the day when the relevant transaction is executed. The respective information services related to the Contract, GBTC or payment account are free of charge if so stipulated in the provisions of these GBTC or by the Act.
12. The currencies in which the Payment institution opens and maintains payment accounts, the amount of minimum balance and minimum value of a transfer are determined by the Payment institution and the Customers are notified of same in writing or in electronic form (via e-mail) and in the form of publishing same at the Payment institution website, as well as by updating of the GBTC.

### **C. Termination of the contractual relationship, the closing of payment account**

1. The Contract may be entered into for an indefinite duration or for a specific activity/specific number of activities of the payment transaction system if it is expressly stipulated in the Contract. If the Contract does not specify a period of validity or number of transactions for which it is valid, then the duration of the Contract is indefinite.
2. The Contract between the Payment institution and the Customer is terminated on the following basis:
  - a) Agreement of the contracting parties,
  - a) Expiration of the validity period of a Contract with a fixed period,
  - b) Timely and duly fulfillment of the conditions of a Contract entered into for a specific activity of the payment transaction system,
  - c) Termination by one of the contracting parties in accordance with the Contract,
  - d) Withdrawal from the Contract on lawful grounds,
  - e) Cessation of the Payment institution or the Customer – a legal person without an assignee or a death of a natural person,
  - f) If the Customer does not use the account for a period of more than 12 months.
  - g) Termination of the Payment institution license to provide payment services
3. A Contract that has been entered into for a fixed period may be extended on the basis of expression of Customer's intention to do, so that is given, at the latest, on the day of the Contract expiry, usually in a manner in which the Contract was entered into. If a fee has to be paid to extend for another period a Contract that was entered into for a fixed period, the Contract is extended upon the payment of such fee by the Customer no later than on the expiry date of the Contract.
4. The Payment institution is entitled to terminate the Contract with the Customer effective the date of delivery to the Customer, if:
  - a) The Customer breached the Contract or acted contrary to the GBTC or other T&C and has not rectified the situation within the period specified by the Payment institution; unless such period is expressly specified for violation of a specific contractual obligation of the Customer, a 15 day period applies for the rectification;
  - b) The Customer repeatedly or grossly violates contractual terms;
  - c) Within the period of one year the Customer's payment account recorded no activity by the Customer;
  - d) There is a reputational risk or reasonable grounds to suspect that the Customer acted contrary to the generally binding legal regulations, morality, principles of honest commercial practices, or there have been significant changes in the Customer's circumstances which do not provide a guarantee of compliance with the terms of the Contract.
  - e) If the information the Customer provided upon entering into the Contract are false, incomplete, inaccurate or incomprehensible.
5. The Customer may terminate the Contract with the Payment institution in a written form effective the date of delivery to the Payment institution, or online via the web interface, where the Customer has the option to request a termination of the account and authorize his/her request by a text message authentication code, in case that:
  - a) The Payment institution repeatedly and/or grossly breaches the Contract or the GBTC;
  - a) The Customer does not agree with amendments to the Contract, does not agree with amendments to and/or replacement of these GBTC , or does not agree with amendments to and/or replacement of T&C for the service in question;
  - b) The Payment institution provides payment services contrary to the Act.
6. Unless the Payment institution and the Customer agree otherwise and unless the generally binding legal regulations stipulate otherwise, both the Customer and the Payment institution are entitled to unilaterally terminate the Contract entered into for an indefinite period of time at any time without giving reason by delivering a written

notice to the other party. The notice period for termination without giving a reason is 2 months in case the Contract is terminated by the Payment institution, and 1 month in case the Contract is terminated by the Customer. The notice period begins on the day the notice is delivered to the other contracting party. If the Contract was in place for more than 12 months, there is no charge for the termination of the Contract.

7. For the purposes of the Contract, a gross breach of the Contract shall mean such a breach of contractual terms which is capable of causing damage to the other party of at least € 1,000.00 for each individual case, or if the Contract so stipulates.
8. The Customer has the right to terminate the payment account in accordance with these GBTC if he/she has settled all his/her obligations towards the Payment institution. A request for termination of the payment account is considered to be a withdrawal from the Contract under the previous paragraph 7 of this GBTC Article. The Payment institution has the right to offset all its claims against the Customer from the funds in the payment account before its termination.
9. The Payment institution has the right to terminate the payment account if within 20 days of its opening the minimum deposit specified by the Payment institution has not been made to the payment account, or if the Customer has not used the services of the Payment institution for more than 12 months.
10. In case of termination of the contractual relationship, the Customer or his/her legal representative shall advise where the Customer's payment account balance should be transferred. If the Customer does not advise what to do with the balance, the Payment institution shall record this balance until the statute of limitations for its payout expires and shall not apply interest to it. The Payment institution shall perform the payout of the Customer's payment account balance only if the total costs of such payout do not exceed the actual balance.
11. In case of the Customer's death, the Payment institution shall block the payment account, and it shall manage the funds in accordance with the final decision of a relevant estate settlement authority. Upon the Customer's death, all authorizations and third party mandates for a payment account expire for all persons who held them.
12. In case of any termination of the Customer's contractual relationships with NFD, the GBTC provisions shall be used to settle all reciprocal claims, and in case the GBTC provisions do not apply to such relationship, the Act No.40/1964 Coll. of Civil Code shall be used. When closing an account, the Customer is obligated to specify bank details for the transfer of the balance from the closed account. Customer's funds which are in the amount of less than € 1.00 shall be donated by the Customer to the Payment institution due to the costs connected with a transfer of balance lower than € 1.00. The Payment institution shall transfer balance greater than € 1.00 using the bank details specified by the Customer, and subsequently, it closes the account which shall be confirmed by sending of the final account statement in accordance with the current provisions of the Act on payment services. In case the Customer does not provide the bank details, the Customer's account shall be blocked.

#### **D. Blocking of payment account**

1. The Payment institution shall block the funds in the Customer's payment account in case of an enforcement of a decision or a garnishee order from the payment account in the Payment institution ordered by the court, executor, tax authority or other authorized authority or if the Payment institution is obligated to do so on the basis of current legislation, or an enforceable decision of court or another government body. Handling funds in the amount exceeding the blocked sum is not limited.
2. The Customer is obligated to notify the Payment institution in time about the fact that the funds in his/her account are excluded from or are not subject to the enforcement of a decision or a garnishee order and prove such claim by relevant documents. Otherwise, the Payment institution is not authorized to unblock the payment account and cannot be held liable for any damage incurred.
3. The Payment institution may block the funds in a certain amount in the payment account of the Customer on the basis of a special agreement between the Customer and the Payment institution – the "blockage". The respective conditions of the blockage of the funds are specified in a written document.
4. The Payment institution is authorized to block handling of the funds in the Customer's payment account for a necessary period and to a necessary extent in case (i) when it becomes suspicious that the funds in the account are intended for committing a crime, come from criminal activities or from participation in criminal activities, or if (ii) the Customer's conduct does not conform to the generally binding legal regulations or to these general business terms and conditions, or there is an immediate threat of damage to the Customer or the Payment institution, (iii) for security reasons in case of suspicion that an unauthorized transaction has been executed or on the basis of online instructions by the Customer via the web interface where the Customer has the option to request the account be

blocked and he/she authorizes such request with a text message authentication code based on a suspicion of unauthorized access or manipulation of his/her funds or personal data, (iv) if the Customer is in default of meeting his/her obligations under the Contract, (v) of initiation of insolvency proceedings against the Customer, commencement of restructuring of the Customer, cancellation of the initiation of the insolvency proceedings due to the lack of funds available for the insolvency administrator's remuneration, Customer going into liquidation, or (vi) inadequately increased risk of Customer's insolvency in a very short period.

### **III. PAYMENT TRANSACTIONS**

#### **A. General provisions**

1. The Payment institution executes the payment transactions via the Customer's payment account unless agreed otherwise. The Payment institution cannot provide execution of a single payment transaction for technical reasons; therefore it is entitled to refuse such a request.
2. Payment transactions are performed in cashless form.
3. Payment transactions are executed on the basis of payment orders received from the Customer. The Customer submits a payment order through the Internet Banking application of the Payment institution which the Customer accesses via the Payment institution's website or in another manner supported by the Payment institution. Transfer orders are processed without any undue delay, within the cut-off time of the Payment institution, provided that at the time when such transaction is to be executed, the Customer's payment account from which the funds are to be deducted contains sufficient funds. For the purposes of a transfer order, sufficient funds are considered to be such an amount of funds present in the payment account that includes at least the amount of the payment order executed by the Customer, including all applicable fees related to the payment order concerned, in accordance with the Price list. In case the funds are insufficient, the Payment institution shall not carry out the payment order. The Customer is subsequently notified of this situation.
4. The Customer is fully responsible for the sufficient amount of funds in his/her payment account necessary to execute the respective payment orders, or the sufficient funds available within the payment account.
5. Payments received by the Payment institution before the cut-off time for the benefit of the Customer shall be credited to the Customer's payment account no later than by the end of the business day on which they were received.
6. The Customer is responsible for all information on each and every payment order, for its completeness, accuracy and truthfulness. The Payment institution has the right to refuse execution of a payment order in case there is a reasonable suspicion that execution of such order is contrary to the Contract, the generally binding legal regulations and/or morality, or when the payment order is unclear, incomplete, incorrect or vague, however, it shall immediately notify the Customer of such action.
7. The Payment institution shall deduct the amount of transfer from the Customer's payment account on the day when the payment order is payable which is the same day as when the payment order is received. If such a day is not a business day, the Payment institution shall deduct the amount of the payment order on the following business day. If there is no effective date specified in the payment order, the Payment institution shall deduct such payment on the same business day it receives the payment order.
8. If a payment order contains information or instructions on the basis of which it is impossible to carry out the payment transaction, or it is impossible to meet the instructions the Customer requested or the payment transaction cannot be carried out for any other reason, the payment institution shall credit the payment back to the Customer's payment account or it shall ask the Customer to provide new instructions or additional information. In case the Customer's payment order contains incorrect information (bank details, or other) and this results in return of the funds by the recipient's payment service provider, the Payment institution shall credit such funds back to the Customer's payment account after deducting the applicable fees connected with the transaction in accordance with the Price list.
9. In case of execution of payment transactions from a current or another account of another payment service provider to the benefit of the Customer's payment account, the recipient's (i.e. the Customer's) account number is the central account of the Payment institution the number of which is specified in the Contract. The amount of the transaction is credited to the Customer's payment account based on the unique pairing identifier. The number of Customer's account is shown as a variable symbol on the respective payment.
10. The Payment institution is obligated to verify the authorization of Customer's payment orders based on the submitted access information or other identification keys by readout of the requested so called verification code in a notification e-mail or by readout of a requested unique text message code and in special cases also by specimen

signatures of the Customer. After execution of a payment order, the Customer shall receive a notification e-mail in which there is a so called verification code, or he/she shall confirm the payment order via a text message code. The Customer can cancel the payment order after it was confirmed only in cases specified in the Act, or if the Act does not prohibit it. Cancellation of a payment order must be delivered to the Payment institution in written form, or before the actual submission of the payment via the web interface by a dedicated button in the Submitted Payments section. The payment is actually submitted immediately after it appears in the payment history.

11. The Payment institution is entitled to determine the manner of execution of the respective payment transaction, to use correspondent relationships at its own discretion/choice. The Payment institution is entitled not to execute the respective payment transaction in case the payment order recipient's country is subject to restrictive measures based on current legislation and regulations of the EU, OECD or other international institutions which the Slovak Republic is bound by.
12. The Customer and the Payment institution have agreed that for the execution of any payment transaction where the currency of the funds has to be converted into currency in which the payment account is maintained or for another kind of conversion within the relationship between the Customer and the Payment institution, the Payment institution shall use the reference exchange rate published on its website or in its registered offices and it shall be applied immediately, without prior notification of the Customer. When executing any payment transaction or any other services of the payment transaction system, the Payment institution is not responsible for exchange differences between the respective currencies. The Payment institution informs that the actual conversion is carried out by the payment service provider through which the Payment institution executes the conversions concerned, and it also publishes the reference exchange rate in the form in which it is provided by the contractual payment services provider. Information about the exchange rate (source of data, the name of the bank which executes the conversion, date and hour of the last update, exchange rate) is published on the website during the execution of the order of the respective service.

## **B. Foreign payment order**

1. The Payment institution performs foreign payments, i.e. payment transactions between accounts of payment service providers from various countries on the basis of a foreign payment order.
2. The foreign payment order contains the following details:
  - a) Account number of the payer and account number of the payee (recipient) of the payment order in the form of IBAN;
  - a) Name of account and address of the payer;
  - b) BIC/SWIFT code of the payment service provider of the payee;
  - c) Name and address of the payment service provider of the payee;
  - d) Amount of the payment transaction;
  - e) The currency of denomination; if such currency is not shown, then the transfer is considered to be performed in Euro;
  - f) Purpose of payment – message for the recipient of the payment order (payee)
  - g) Payer's signature identical with the specimen signature, or authorization of the payment order via electronic means (email confirmation, text message);

If any of the above captioned information is missing or is incorrect, the Payment institution shall not execute the payment order. In case the foreign payment service provider requests additional information necessary for the execution of the payment transaction, the Payment institution shall notify the Customer and ask him/her to provide such additional information within an adequate period of time; if such information is not provided within the required time period, the payment transaction shall be cancelled.

3. The following are optional requirements of a foreign payment order:
  - a) Effective date;
  - a) Variable symbol;

- b) Constant symbol;
  - c) Specific symbol;
4. Foreign payment order is executed, at the latest, on the following business day from the closest cut-off time until which the payment order was submitted by the Customer. In case of express payments, special time periods apply, if the Payment institution allows execution of such express payments.

### **C. SEPA payments**

1. The Payment institution performs SEPA payments, i.e. payment transactions within the SEPA (Single Euro Payment Area) areas on the basis of a SEPA payment order.
2. SEPA payment includes the following details:
  - a) Account number or payer and account number of the recipient (payee) of the payment order in the IBAN form;
  - a) Name of account and address of payer;
  - b) BIC/SWIFT code of the payer's payment service provider;
  - c) Name and address of the payee's payment service provider;
  - d) Amount of the payment transaction;
  - e) The currency of denomination; if such currency is not shown, then the transfer is considered to be performed in Euro;
  - f) Purpose of payment – message for the recipient of the payment order (payee)
  - g) Payer's signature identical with the specimen signature, or authorization of the payment order via electronic means (email confirmation, text message);

If any of the above captioned information is missing or is incorrect, the Payment institution shall not execute the payment order. In case the payment service provider requests additional information necessary for the execution of the payment transaction, the Payment institution shall notify the Customer and ask him/her to provide such additional information within an adequate period of time; if such information is not provided within the required time period, the payment transaction shall be cancelled.

3. The following are optional requirements of a SEPA payment order:
  - e) Effective date;
  - d) Variable symbol;
  - e) Constant symbol;
  - a) Specific symbol;
4. SEPA payment order is executed, at the latest, on the following business day from the closest cut-off time until which the payment order was submitted by the Customer. In case of express payments, special time periods apply, if the Payment institution allows execution of such express payments

### **D. Standing orders**

1. The Customer may set up regular standing orders with the identical amount in his/her payment account via the use of Internet Banking of the Payment institution. These payments shall be processed in the same way as all other payment transactions performed on the basis of the Customer's payment orders in accordance with terms and conditions applicable to the respective type of a payment transaction.
2. If the effective date falls on a day other than a business day, the payment transaction shall be carried out on the preceding business day.
3. In case a standing order was not performed due to insufficient funds in the Customer's payment account at the time of execution (If the Payment institution does not perform a transfer in accordance with the standing order due to insufficient funds in the payment account), the Payment institution shall immediately notify the Customer of such

situation via e-mail notification. In case there are insufficient funds in the Customer's payment account, the relevant standing order shall be cancelled by the Payment institution and all future transfer orders resulting from such standing transfer order shall be further processed in accordance with the standing order until it is cancelled

4. The Customer may cancel a standing order at any time via Internet Banking of the Payment institution without giving any reason. Cancellation of a standing order is effective immediately, and it cancels all future payment orders resulting from the standing order in question.

## **E. The responsibility of the Payment institution and other payment service providers**

1. If a payment order is submitted by the payer, the payment service provider of the payer is responsible to the payer for the correct execution of the payment transaction. If the payment service provider of the payer proves to the payer or to the payment service provider of the payee that the amount of the payment transaction was delivered to the payment service provider of the payee in accordance with the Act and these GBTC, then the payment service provider of the payee is responsible to the payee for any non-execution or an incorrect execution of the payment transaction.
2. If the payment service provider of the payer is responsible for non-execution or an incorrect execution of a payment transaction, it is obligated to refund the amount of such transaction to the payer without any undue delay, and if possible, to restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place.
3. If the payment service provider of the payee is responsible for non-execution or incorrect execution of a payment transaction, it is obligated without any undue delay to place the amount of such payment transaction at the payee's disposal and, if possible, credit the amount of such payment transaction to the payee's payment account.
4. In case of a non-executed or incorrectly executed payment transaction as described above in paragraphs 1 through 3, the payment service provider of the payer, at the payer's request and regardless of its responsibility, without any undue delay, shall make effort to trace the non-executed or incorrect payment transaction and notify the payer of the outcome of such trace.
5. If a payment order is submitted by the payee or if such order is submitted through the payee, the payment service provider of the payee is responsible to the payee for the correct submission of the payment order to the payment service provider of the payer; such payment service provider of the payee is obligated without any undue delay to submit a payment order to the payment service provider of the payer.
6. In case of a non-executed or incorrectly executed payment transaction for which the payment service provider of the payee is not responsible in accordance with paragraph 5 above, then the payment service provider of the payer is responsible to the payer; such payment service provider of the payer is obligated to refund the amount of such transaction to the payer without any undue delay, and to restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place.
7. In case of a non-executed or incorrectly executed payment transaction in accordance with paragraph 5 above, the payment service provider of the payee, at the payee's request and regardless of its responsibility, without any undue delay, shall make effort to trace the non-executed or incorrect payment transaction and notify the payee of the outcome of such trace.

## **F. Information on payment transactions**

1. The Payment institution informs the Customer of all individual payment transactions through Internet Banking where it is possible to obtain an up-to-date and complete overview of all payment transactions. The Customer is also notified of non-executed payment transactions by a special message delivered by electronic means of communication.
2. The Customer is entitled to generate an individual electronic statement of his/her account by selecting predefined criteria. Such statement can be exported into a file and subsequently printed out; such printed statement can be subsequently used also for legal acts.
3. The Customer has the option to generate a statement of fees in accordance with Article 44b, which is available in the same section of Internet Banking where the electronic statement of the payment account is also located.
4. In case the Customer asks for a written statement of the payment account, he/she undertakes to specify a time period or other criteria on the basis of which such statement should be issued and an address where it should be delivered. The Payment institution is entitled to charge a fee for such statement and reimbursement of costs connected with its producing and mailing.
5. If the Customer detects any inconsistencies in the executed payment transactions or in the generated statements, he/she is obligated to notify the Payment institution of such inconsistencies or errors in accordance with these GBTC immediately, but no later than 13 months of the date of crediting or debiting of such funds to the Customer's payment account, unless stated otherwise; or else the Customer loses the right to compensation.

## **G. Payment account switching**

1. The Customer has the right to switch his/her payment account to another payment institution with all legal acts and procedures carried out in accordance with Article 44d et seq. of the Act on the basis of a written request made by the Customer mailed to the payment institution's address. The written request must include first and last name of the Customer, his/her registered address, number of his/her payment account or a unique identifier of the account, contact details for the branch of the newly chosen payment institution, the list of standing orders he/she wishes to transfer, and the request must include a handwritten signature identical with the specimen signature. All other conditions of switching shall be executed in accordance with the terms and conditions stipulated in the above mentioned Act, and this transaction is subject to charges in accordance with current Price list.

## **COMPLAINTS POLICY**

1. A complaint shall mean exercising Customer's right to verify accuracy and quality of provision of payment system services performed by the Payment institution for the Customer or at his/her behest. A complaint shall not mean the Customer's request to identify a payment or a payer, request to negotiate the return of payment, or other requests of non-contentious information nature the subject matter of which is not a request to verify accuracy and quality of payment system services provided by the Payment institution.
2. The Complaints policy governs in general terms handling of Customer's complaints (the "Complaints Policy") by the Payment institution when handling complaints relating to accuracy and quality of the services provided by the Payment institution to the Customer. The Complaints Policy may also be provided by the Payment institution as a standalone document for the purposes of a better awareness of the Customer with regards to his/her rights, however, formally it forms part of the GBTC. All provisions of the Complaints Policy, as well as all situations not described in it, are governed by Articles 89 – 95 of the Act on payment services.
3. Customer's complaints may be implemented exclusively in accordance with the GBTC provisions either in electronic form, via the Payment institution's website in a separate section dedicated to such purpose, after completing all required information, or in writing by delivering the complaint to the address of the Complaints Department of the Payment institution. A complaint shall mean information which includes data about the Customer, data about the transaction that is the subject matter of the complaint, description of the problem and attachments/enclosures to the complaint as proof of error. The complaint shall be processed only after all of the above mentioned information has been submitted.
4. The Customer must attach/enclose to his/her complaint all documents and materials that support facts claimed by the Customer, along with listing specific rights which in his/her opinion were breached by the conduct of the Payment institution or another person.
5. The Customer has the right to a remedy from the Payment institution if he/she notified the Payment institution, without any undue delay from the day of the execution of the unauthorized or incorrect payment transaction but no later than 13 months from the day of deduction or crediting of the funds from or to the payment account, of becoming aware of unauthorized or incorrectly executed payment transaction which gives rise to a claim.
6. The Payment institution subsequently confirms receipt of the Customer's complaint, either in electronic or, at the Customer's request, in written form and without any undue delay decides on the eligibility of the complaint, all the while the entire handling of the complaint cannot take longer than 30 days, in more complicated cases no longer than 6 months, of receipt of such complaint. If it is not possible to immediately, after the complaint submission by the Customer, decide on the complaint's eligibility, the Payment institution is entitled, within its authority, carry out further verification of the Complaint, of which it shall notify the Customer immediately. In case the Payment institution comes to a conclusion that the complaint is baseless, it shall notify the Customer immediately.
7. After notifying the Customer on the eligibility of the complaint, the Payment institution immediately proceeds to process the complaint. The entire handling of the complaint must not exceed 30 calendar days unless stated otherwise. In case of a foreign payment transaction complaint when the payee's account is outside the Slovak Republic or in especially complicated cases, the time limit for handling the complaint is six (6) months of its receipt.
8. After performing all necessary tasks which the Payment institution is entitled to perform in order to successfully solve the complaint, the Payment institution shall without any undue delay notify the Customer about the outcome and the legal implications it has for the Customer.

9. Costs connected with the handling of a complaint are born by the Payment institution. Costs connected with producing, including its attachments/enclosures, and submitting a complaint are born by the Customer in accordance with Article 89 of Act No.492/2009 at seq.
10. For the purpose of completion of information required in order to make a decision on a complaint, the Payment institution has the right to contact the Customer, by phone or otherwise, and ask him/her to provide additional information in writing. In case the Customer does not cooperate in a timely manner, with the objective to duly and timely process the complaint, the time limit for handling such complaint is extended by the time it was necessary to wait for the Customer to provide the additional information, materials, or documents necessary for proper handling of the complaint.
11. If the payment service provider caused an incorrect execution of a payment transaction resulting in erroneous enrichment of the recipient, it shall perform a correction transaction. A correction transaction means correction of an incorrectly performed payment transaction either into or from the payment account of the recipient.
12. In case the Customer has reasonable doubts as to whether his/her complaint was thoroughly investigated and duly handled in accordance with this Complaints Policy, or if he/she is of the opinion that his/her Contract or GBTC provisions were breached, he/she has the right to refer the matter the regulatory body, which is the National Bank of Slovakia.

## **V. COMMON AND FINAL PROVISIONS**

### **A. Communication**

1. The communication between the Customer and the Payment institution is carried out predominantly by electronic means via the website, Internet Banking of the Payment institution, and e-mail communication, with the help of which information is passed between the Payment institution and the Customer. By publishing information on its website or sending a notification e-mail to the e-mail address of the Customer specified in the Contract, the Payment institution shall have duly delivered the relevant information to the Customer, and such information becomes effective. An e-mail message shall be considered to have been delivered on the next business day following its sending. The contracting parties are entitled to use other forms of communication as well as complementary means of communication.
2. Communication can also be carried out in writing, in which case all documents are delivered to the address of the other contracting party specified in the Contract unless notification of change was received at a later time. Documents are considered to have been delivered on the third day after receipt of a notification of undeliverable mail to the address of the other contracting party or refusal to accept or failure to collect such mail by the other contracting party within the specified time limit, even if the addressee is unaware of it.
3. Communication is carried out in the Slovak language unless the parties agree otherwise, or unless the Payment institution notifies the Customer of an option to communicate in a different language. Otherwise, the Customer is obligated to submit all documents in the Slovak language.
4. The Customer agrees with the Payment institution's recording, even without prior warning, any communication carried out between the Payment institution and the Customer with the help of any technical means available and with its archiving all such recordings, as well as copies of all information and documents which the Payment institution obtains from the Customer or from third parties. The Customer agrees with the Payment institution being entitled to use such information at any time for the purpose specified in the contractual obligations or for compliance with same.

### **B. Exchange of confidential, personal, and other information**

1. The Payment institution and the Customer are aware that during the performance of payment services information may be mutually exchanged where one of the contracting parties does not wish the other contracting party to provide such information to a third party or use it for its own benefit – Confidential information. The party receiving such confidential information undertakes to ensure, at least at the professional diligence level, confidentiality of such information from any third party and refrain from using such information for its own benefit. The commitment of parties under this paragraph shall apply even after termination of the Contract.
2. The parties undertake not to use Confidential information without prior consent of the other contracting party, either for themselves or for third parties, nor to provide third parties with or allow third parties access to the Confidential information unless these GBTC or Contract stipulate otherwise. The Payment institution is entitled to

use and make available Confidential information to third parties on the basis of specific legislation, mainly the Act and Act No.297/2008 Coll. on protection against legalization of proceeds from criminal activity and terrorist financing, these GBTC, Contract, or other regulations issued by the Payment institution.

3. The Customer of the Payment institution acknowledges that by entering into a Framework contract, the Payment institution shall collect and process personal data and other information provided by the Customer in accordance with Act No. 18/2018 Coll. on personal data protection, as amended. The Payment institution processes personal data of the Customer for the purposes of identification of the Customer, for the purposes of management of the contractual relationship between the Customer and the Payment institution, for the purposes of protection of the Payment institution and its right to redress, for the purposes of performance of tasks and obligations of the Payment institution pursuant to current legislation, for the purposes of generating, managing and providing information to the inspection and statistical authorities under the Act on payment services or other legislation, for the purposes relating to the operations of the Payment institution, and for the purposes of documenting the Payment institution's activities.
4. The Payment institution processes personal information, entrusts the processing or provides Personal information to third parties within the scope and conditions specified by the legislation, imposed in decisions of relevant bodies, agreed to under the Contract, GBTC, or specified in the Customer's written consent. The Payment institution may transfer personal information outside the EU territory to the extent necessary to achieve the purpose specified in this Article of the GBTC. The Customer may withdraw in writing his/her consent to the processing of his/her personal data. The withdrawal of consent does not apply to situations when the Payment institution is authorized to process personal information even without Customer's consent.
5. The Payment institution processes personal information for the purposes of marketing in the necessary extent based on Customer's consent. Such consent is valid throughout the duration of the contractual relationship between the Customer and the Payment institution and for the following 5 years from the termination of the contractual relationship or until such time as the Customer withdraws his/her consent. The Customer may withdraw his/her consent at any time, free of charge, and without giving any reason. The withdrawal of consent may be done in writing at the registered offices of the Payment institution or directly through the web interface of Customer's Internet Banking in the Profile section.
6. For the purposes of identification of payment transactions in accordance with the Act, the Customer provides the Payment institution with his/her consent so that the Payment institution may contact the Customer with a request to explain any transaction(s) that may appear in his/her account that the Payment institution classifies as risky or unusual. Customer's refusal to provide information requested by the Payment institution or provision of insufficient information is considered to be a gross breach of these GBTC.
7. The Customer undertakes to provide the Payment institution with all important and relevant information relating to the economic and legal status of the Customer or other important information with regards to the Customer (especially information about initiation of insolvency proceedings/restructuring, information that the Customer was declared bankrupt or execution was ordered against him/her, that the Customer is insolvent, that the Customer is going into liquidation, that a motion was filed to terminate the Customer, that a decision was made on merger or division of the Customer, that he/she was deprived of legal capacity, or his/her legal capacity was limited, etc.) immediately after such information becomes known to the Customer even if it has not yet become final.
8. The Payment institution has entrusted some operation activities to the sole shareholder – parent company Naše Finančné Družstvo (NFD). However, the entrusted activities do not extend to Confidential information, and their extent has no impact on the quality of services provided, does not change mutual relations and circumstances between the Customer and the Payment institution and does not shift responsibility. The entrusted services pertain to the following activities: secretariat, filing department, registry, helpdesk (which processes public information only), server administration, IT services, cleaning services, everything within the public and internal information, excluding confidential information which is exclusively the responsibility of the payment institution.

### **C. Offsetting claims**

1. The Payment institution has the right offset any of its claims against the Customer at any time, without prior notification, against any Customer's claims against the Payment institution which are of the same kind, regardless whether these are payable, statute-barred, contingent or non-contingent, and regardless of the legal relation out of which they stemmed and when they occurred.
2. For the purposes of offsetting claims specified in paragraph 1, the Payment institution is entitled to use the funds in the Customer's payment accounts only to offset its mutual claim, pursuant to Article 361 of Act No.513/1991 Coll. of

the Commercial Code. The right of the Payment institution to offset its claim takes precedence over the execution of any order relating to the Customer's payment account.

3. The Payment institution is entitled to offset claims in different currencies only when these currencies are freely convertible. For offsetting the amount of such claims, the central rate for the day on which the claims became eligible to be offset is relevant. The exchange rate valid at the place of registered offices or at the place of operations, or at the place of residence of the party which demonstrated its will to offset the claims is applicable.
4. The Customer is entitled to assign his/her claim against the Payment institution or transfer his/her obligation resulting from the Contract to a third party or otherwise deal with them, including establishing any methods of security for such claims, only with the prior written consent of the Payment institution. The Customer acknowledges that the Payment institution is entitled to assign its claims against the Customer to third parties even without the Customer's consent.

#### **D. Liability for damages**

1. Unless expressly stated otherwise in the Contract or these GBTC, in case of breach of contractual terms by one of the parties, the injured party has the right to compensation under Article 373 et seq. of the Commercial Code, provided the other party cannot prove that the breach of duty was caused by circumstances excluding criminal responsibility.
2. Circumstances excluding criminal responsibility on part of the Payment institution shall include especially the following: various forms of civil unrest, fire, flooding, terrorist attack, hacking attack, interruption, deceleration or outage of the supply of electricity (partial or full), interruption, outage or disruption of operations of computer systems (hardware or software parts) or communication services on the part of the Customer or third parties or by the Customer/third parties, any technical problems on the part of the Customer during communication with the Payment institution or any other unexpected incident, catastrophe or imposition of special restrictions/ guidelines /, failure to obtain relevant permits in a timely manner directly or indirectly relating to respective implementation under the Contract, or any other obstacle that occurred independently of the will of the Payment institution and which prevents it from fulfilling its obligations.
3. The Payment institution is not liable for damages incurred by the Customer as a result of false, incomplete, inaccurate or misleading information, instructions or documents which the Customer (or other person authorized by the Customer) provided to the Payment institution for implementation of his/her rights under the Contract or as a result of failure to provide relevant information or documents on time. The Customer is fully responsible for the accuracy, completeness and timeliness of any information, instructions or documents provided to the Payment institution by him/her.
4. When enforcing contractual penalties in accordance with provisions of the Contract or the GBTC, the right of the injured party to compensation in full is without prejudice, i.e. even up to the amount exceeding the amount of the contractual penalty.

#### **E. Final provisions:**

1. These GBTC were drawn up in the Slovak language, in accordance with the legislation of the Slovak Republic, and any relations not covered by them shall be governed by the relevant provisions of the Act, Commercial Code and other valid legislation. The Permanent Arbitration Court of the Slovak Banking Association or the relevant General Court have the jurisdiction to decide any disputes between the contracting parties under the Contract, at the choice of the Customer.
2. The Payment institution charges fees in accordance with the Price list for the provision of its services unless a special agreement between the Company and the Customer states otherwise. Any communication shall be carried out via e-mail or alternatively, at the Customer's request, in another form.
3. The relations between the Customer and the Payment institution are governed by the Contract, T&C for the respective product, these GBTS and the general binding legal regulations of the Slovak Republic, respectively.
4. If there are more persons on the part of the Customer as a party to the contractual relationship between the Payment institution and the Customer, the commitments of the Customer and those persons to the Payment institution shall be joint and several, unless these GBTC, Special business terms and conditions or the Contract state otherwise.

5. In case any of the provisions of the Contract or the GBTC becomes invalid, ineffective and/or unenforceable, it shall not affect the validity, effectivity and/or enforceability of the rest of the provisions of the Contract, GBTC. In such case the Payment institution undertakes, in agreement with the Customer, to replace such provision with a new provision that shall be as close as possible to the original one in the content and purpose
6. The Payment institution is entitled, depending on the amendments to the generally applicable legislation and/or of its own volition, to make changes to or completely replace these GBTC. Such changes shall be published by the Payment institution on its website or in another manner, along with the effective date of the changes. If the updated GBTC wording does not specify the effective date, the changes/new GBTC wording is effective on the first day of the second month after the publication. The Payment institution undertakes to publish any changes at least 2 months in advance of such changes coming into effect. If the Customer does not agree with such changes to the GBTC, he/she is entitled to advise of his/her disagreement in writing no later than 30 days of the publication date of the amended GBTC wording – a timely expression of disagreement with the published GBTC wording has a suspensive effect against the Customer who expresses such disagreement with regards to the provisions being objected to. In such case, the Customer is entitled to withdraw from the Contract. Unless the Payment institution and the Customer agree otherwise within 30 days and the Customer does not withdraw from the Contract, the amended – current wording of the GBTC pursuant to changes made apply to the Customer. Unless the Customer notifies the Payment institution of his/her disagreement with the changes to the GBTC within the time period specified above, then it is deemed he/she agrees with the changes and the mutual relations between the Payment institution and the Customer shall be governed by the changed GBTC, effective the date of the change. The supervision unit – the National Bank of Slovakia shall also be notified of the changes to the GBTC in accordance with the Act.
7. Changes approved at the General assembly of the Company on September 21, 2016, updated January 1, 2017. Updated March 5, 2018. Updated May 2, 2018, effective July 5, 2018.