



Master Agreement for Provision of Payment Services

entered into under Section 31(4) et seq. of Act No. 492/2009 on payment services and amendments and supplements to certain laws (hereinafter referred to as the "Act")
by and between:

Payment Institution:

Registered office:
Address of a branch office in the SR:
Organization ID no.:
Registration in the Commercial Register:
Number of the licence granted by the NBS:
E-mail address:

Payment Institution NFD a.s.

Popradská 17/670, 064 01 Stará Ľubovňa

46 847 162
Prešov District Court, section Sa, entry no. 10486/P
ODB-10851/2014-7
info@pay-institution.eu
helpdesk@pay-institution.eu
Národná banka Slovenska
Ing. Peter Zágora, Martin Cigánek
(hereinafter referred to as the "**Payment Institution**")

and

Client: (name and surname) _____
Permanent residence address: _____
Mailing address: _____
Temporary residence address: _____
Birth number: _____ Identity document type and number: _____
Date of birth: _____
Citizenship: _____
E-mail address: _____ Tel.: _____

(hereinafter referred to as the "**Client**")

1. Basic data necessary for execution of payment services:

- **Client's payment account:** **Personal** **Business (MasterPay)** **Business Merchant (BonoPay)**
- **Currency:**
- **Collection bank account of the Payment Institution:**
- **Unique identifier to the above specified payment account:**.....

I. Subject-Matter of the Agreement

1. Subject-Matter of the Agreement The subject-matter of this Agreement comprises provision of payment services by the Payment Institution to the Client.
2. A payment account is opened for the Client based on this Agreement.
3. Furthermore, the Payment Institution hereby provides the Client with a payment facility - **Internet Banking** and allocates login data to the Client's internal zone, so called Internet Banking, through which the Client may order cashless payment transactions – transfers of funds through single or standing payment orders that the Payment Institution shall execute. The access data are provided via a secure e-mail message ordered by the Client, which contains the confirming internet link that serves to verify the Client's e-mail address.
4. Furthermore, the Payment Institution provides the Client with a payment facility - **BonoPay – E-wallet**, a mobile application through which the Client may submit payment orders to execute cashless transfers of funds to the account e-mail of other client of the Payment Institution or read the generated QR code of a merchant (the merchant who is a client of the Payment Institution) to pay for provided goods and/or services.
5. Through BonoPay – E-wallet and the BonoCard function, the Client enters a payment order for withdrawal of funds from the payment card issued by other financial institution in order to replenish the payment account that serves as the E-wallet. The replenishment service is provided through the eCard S.A company that is the card acquirer.
6. The payment order acceptance time shall mean the time at which the Payment Institution accepts a payment order

flawlessly entered and authorized by the Client. If a payment order is received on a day other than a working day, the payment order shall be deemed to be received on the next working day. If the Client submits a payment order on a working day before its end, the payment order shall be executed in compliance with the GBTCs; each payment order received after the end of the working day is deemed to be received on the next working day.

7. The Payment Institution may provide the Client also with other products and services based on the Client's request or the offer accepted by the Client or based on provided packages of services.

II. Rights and Obligations of the Contracting Parties

1. **Term:** The Agreement is concluded for an indefinite period of time; it shall become valid on the day of its signature by the both Contracting Parties and assignment of a unique identifier to the payment account and take effect on the day of validation of the physical identification of the Client.
2. The Contracting Parties accept the GBTCs and SBTCs, which form an integral part of this Agreement and have been handed over to both Parties along with all annexes to and parts of the GBTCs and SBTCs.
3. The rights and obligations that are not regulated by this Agreement shall be governed by the General Business Terms and Conditions, the Special Business Terms and Conditions, the Commercial Code, the Act, and other legal regulations valid in the SR. The Client hereby declares that they have familiarized themselves with the GBTCs, the SBTCs, and the valid Document containing information about fees and the Client accepts their respective wordings and undertake to abide by them.
4. Pursuant to Section 28 of Act No. 492/2009 on payment services, the Payment Institution reserves the right to block the use of the payment facility due to a threat to the safety of the payment facility or upon any suspected unauthorized or fraudulent use of the payment facility. The Payment Institution shall be entitled to claim damages.
5. The Client shall be fully liable for the damage incurred by the Payment Institution due to provision of untrue or inaccurate data required by the Payment Institution in order to provide the payment facility.
6. In case of a dispute between the Payment Institution and the Client – Consumer in respect of provision of payment services and any dispute related to the transfer of the payment account, the Client shall be entitled to, at the Client's discretion, make use of an alternative dispute resolution procedure and has the right to select one of the alternative dispute resolution entities authorized to resolve disputes related to provision of payment services.
7. In case of any dispute between the Payment Institution and the Client who is not a consumer, which relates to the provision of payment services, the Client shall be entitled to make use of an arbitration or other out-of-court dispute resolution procedure in compliance with the special regulations governing such procedures, e.g. Act No. 244/2002 on arbitration proceedings, as amended and Act No. 420/2004 on mediation and amendments to certain laws, as amended.
8. The Client understands that if the Client violates the terms and conditions applicable to the use of the payment services provided to the Client by the Payment Institution, the Payment Institution may terminate the concluded Agreement, suspend or limit the access to the Client's account, limit the access to the funds, and/or to block the account for the period of time reasonably adequate to the liability related risks.
9. The Agreement may be terminated at convenience by the Client based on a one-month notice and by the Payment Institution based on a two-month notice. In case of termination of the Agreement due to a reason, the Contracting Parties shall proceed in compliance with the terms and conditions contained in Part C of the GBTCs.

III. Final Provisions

1. The Client and the Payment Institution have agreed that this Agreement shall be drawn up in an electronic form - two electronic copies out of which each Contracting Party shall receive one electronic copy. After signing the Agreement, it will be made available to the Client within the internal application zone of the Client. The Agreement shall be drawn up in a form allowing unchanged reproduction of the information contained in it.
2. Pursuant to the Part E of the General Business Terms and Conditions, the Payment Institution is entitled to amend or fully replace the GBTCs and if the Client does not accept any suggested update, the Client shall be entitled to withdraw from this Agreement immediately without any notice period and any fee before the effective date of the announced amendment to the GBTCs.

3. The Agreement is entered into in the Slovak language and the communication with the Client throughout the term of the contractual relationship shall be carried in the Slovak language as well. In addition to the Slovak language, the information and services determined by the Payment Institution will be provided also in the English language and the Polish language.
4. The Contracting Parties have agreed that all legal relationships resulting from this Agreement shall be governed by Slovak legal regulations.
5. To witness their acceptance of the content of this Agreement, the Contracting Parties sign this Agreement by entering a unique code delivered via an SMS and this based on their free and serious will, specifically and understandably, neither under duress nor obviously disadvantageous conditions.

at..... on.....

for the Payment Institution:

Client:

.....
Payment Institution NFD a.s.
Represented by: Ing. Peter Zágora, Martin Cigánek

.....