

PRODUCT-SPECIFIC BUSINESS CONDITIONS  
FOR DEPOSIT PRODUCTS OF  
SLOVENSKÁ SPORITELŇA, A. S.

PsBC - Natural person (Sole trader), Legal entity  
Public and NGO sector

Publication date  
Effective date

1 December 2014  
1 January 2015

## TERMS AND DEFINITIONS

**Deposit Product PsBC** Bank Product covered by these PsBC these Product-Specific Business Conditions of Slovenská sporiteľňa, a. s. for deposit products.

ACCOUNT, DEPOSIT ACCOUNT, BUSINESS ACCOUNT, CORPORATE ACCOUNT, COMMUNAL ACCOUNT

**Day of Deposit Renewal** the day following after the last day of a Fixed Term, in case a recurring Fixed Term was agreed on.

**Maturity Day** the day following after the lapse of the Fixed Term; in case the Fixed Term is set in days, it shall be the last day of the term starting on the day following after the event decisive for its commencement; in case the Fixed Term is set in weeks, months or years, it shall be the day with identical name or number as the day, on which funds were credited to the Deposit Account; in case there is no such day in the relevant month, the Maturity Day shall be the last day of the calendar month.

**Fixed Term** a term commencing:  
a) on the day, on which funds equal to at least the Minimum Deposit are credited to the Deposit Account, or  
b) on the Day of Deposit Renewal on a Deposit Account, and ending on the day preceding the Maturity Day.

**Corporate Account** set of Bank Products provided to the Client under a Contract.

**Minimum Deposit** minimum amount specified by the Bank, which should be deposited onto a Deposit Product.

**Minimum Balance** minimum amount specified by the Bank, which must be left as a balance on a Deposit Product.

**Business Account Account** set of Bank Products provided to the Client under a Contract. current account of the Client opened by the Bank for the Client based on a Contract.

**Communal Account Deposit Account** set of Bank Products provided to the Client under a Contract. deposit account opened by the Bank for the Client based on a Contract.

**Specimen Stamp** document deposited with the Bank and containing the identification of the Client, the imprint of the stamp of the Client and its identification number.

**Specimen Signature** document containing the identification of the Client, the graphical representation of the Client's signature made in their own hand and their identification number.

## PAYMENT CARDS

**Contactless transaction** cashless transaction with a Payment Card using MasterCard PayPass / Visa PayWaved contactless chip technology carried out on a device accepting Payment Cards by placing the Payment Card to the device reader.

**CVV2 / CVC2 Code** security code on a Payment Card, which is used as identifier to authorise card-absent transactions with the Payment Card.

**Card Holder** a Client, on whose name the Payment Card is issued and who is the only person authorised to use the Payment Card.

**Payment Card Limit** maximum amount, which the Client may withdraw or transfer using a Payment Card.

**Maximum Payment Card Limit** maximum amount of Payment Card Limits set by the Bank for individual types of Payment Cards, as stated in a Publication.

<b>Replacement Card</b>	Payment Card issued in the case of loss, theft, damage to or failed delivery of a Payment Card or upon the Client's request for a change of Payment Card design or for a change of the Client's name appearing on the Payment Card.
<b>Merchant</b>	person or entity, where the Client may use the Payment Card to pay for goods and services
<b>Renewed Card</b>	Payment Card issued after the expiry of a Payment Card.
<b>PIN number</b>	identification code of the Client to be entered when using a Payment Card to authorise payment.
<b>Payment Card</b>	payment instrument issued by the Bank to the Client to an Account.
<b>Sales Receipt</b>	document, on which the Client confirms with their signature a purchase with a Payment Card at a Merchant and grants the consent to carry out payment transaction by means of the Payment Card.

## ELECTRONIC BANKING

<b>Authentication Code</b>	the agreed code for the identification of Client and authorisation of Instructions via Electronic Services
<b>Security Item</b>	the means for ensuring security of distance communication through Electronic Services, which the Bank issues to a natural person based on a Contract.
<b>Certification Code</b>	code issued by Security Item for signing (authorisation and certification) of an Instruction or for confirming the data in an Instruction.
<b>EB Agreement</b>	the Agreement concerning the provision and use of an Electronic Service.
<b>Electronic Service</b>	Service provided by the Bank enabling the Client distance communication with the Bank.
<b>File Transfer</b>	Electronic Service, which enables the Client to deliver to the Bank electronic files containing Payment Orders.
<b>Homebanking</b>	Electronic Service, which enables the Client to deliver, in electronic form, Instructions to the Bank and to exchange files containing data from the cashless payment system.
<b>Identification Code</b>	the assigned code for the identification of a Client via Electronic Services (e.g. login)
<b>Internet Merchant</b>	a contractual partner of the Bank, who operates an online shop on its internet site and who has an Account opened with the Bank, to which the Bank transfers payments by Clients for goods and services purchased in such online shop.
<b>Limit</b>	restriction on the use of a Security Item expressed as a financial amount, which cannot be exceeded in a single transaction carried out by the Security Item.
<b>Mail Banking</b>	Electronic Service enabling the Client to obtain information about the balance on Bank Products in the form of an electronic statement sent to the Client's e-mail address.
<b>Micro Payment</b>	Order for the cashless transfer of a low value set by the Bank in a Publication.
<b>Multicash</b>	Electronic Service, which enables the Client to deliver to the Bank an electronic file containing Instructions.
<b>Payment to Mobile Phone</b>	Electronic service, which enables the Client to make payments to a payee identified with a telephone number.
<b>Order</b>	Payment order delivered to the Bank via an Electronic Service.
<b>SporoPay</b>	Electronic Service provided to an Internet Merchant, which enables the Client to deliver to the Bank a Payment Order for the benefit of the Internet Merchant for goods or services ordered.

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## 1. FUNDAMENTAL PROVISIONS

- 1.1. These PsBC form part of the Contract, based on which the Bank provides a Deposit Product to the Client:
    - a) being a natural person (sole trader), who enters into and performs the Contract as part of its business or other entrepreneurial activity;
    - b) being a legal entity; or
    - c) being the owners of flats and non-residential premises, represented by the property manager acting within its property management role.
  - 1.2. The PsBC shall also apply to a natural person, who assumes the rights and obligations of the Client under the Contract or who provides a security for the obligation of the Client under the Contract.
  - 1.3. The PsBC are available at [www.slsp.sk](http://www.slsp.sk) and in each Branch.
  - 1.4. The Contract takes precedence over the PsBC and GBC. The PsBC take precedence over GBC. The PsBC and GBC always complement the Contract.
  - 1.5. Capitalised terms shall have the meaning defined in the Contract, these PsBC or GBC.
  - 1.6. The types of Bank Products and the terms and conditions, under which such products are provided, are available at [www.slsp.sk](http://www.slsp.sk) and in each Branch.
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## 2. ACCOUNT

- 2.1. An Account is used for performing cash and cashless payment transactions and is intended for business purposes, including pursuant to tax regulations. The types of Accounts are listed in a Publication.
- 2.2. The Bank shall pay interest on the funds on an Account from the day, on which the funds are deposited onto the Account until the day preceding the day of withdrawal from the Account.
- 2.3. The Bank shall credit the interest accrued to the Account at the end of a calendar month. In case of closing of Account, the Bank shall credit interest to the Account on the day of closing the Account.

### *Opening and maintaining an Account*

- 2.4. The Bank shall open an Account in the agreed currency based on a Contract. In case the currency is not agreed in the Contract, the Bank shall open the Account in Euro.
- 2.5. The Client may carry out transactions with the funds on the Account by giving Instructions.
- 2.6. The Bank may, for the sake of security, demand that Instructions to carry out a transaction with the funds on the Account are signed in accordance with the Specimen Signature deposited with the Bank, or may require that an imprint of a stamp identical to the Specimen Stamp is attached.
- 2.7. In case the Client carries out transactions with the funds on the Account or the Bank charges a Fee to the Account and there is not enough funds on the Account, the Bank shall record an Unauthorised Overdraft on the Account. The Client shall pay to the Bank overdraft interest on the amount of unauthorised overdraft and such interest shall be payable immediately. The applicable rate of interest is stated in a Publication. The Client shall be obliged to repay the unauthorised overdraft immediately.

### *Closing of Account*

- 2.8. An Account shall be closed by the Bank after the lapse of the notice period. In case other Bank Products were provided to that Account, the Bank shall close the Account:
    - a) after the expiry of the last Bank Product provided to the Account, or
    - b) after the lapse of 8 calendar days after the termination of the Contract, under which the Bank issued an electronic Payment Card for the Account, or
    - c) after the lapse of 30 calendar days after the termination of the Contract, under which the Bank issued an embossed Payment Card for the Account; or
    - d) on the day following after the maturity day of an authorised overdraft or overdraft facility provided for the Account.
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## 3. DEPOSIT ACCOUNT

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

### *Opening and Maintaining a Deposit Account*

- 3.2. The Bank shall open a Deposit Account in the agreed currency and for the agreed Fixed Term based on a Contract. The types of Deposit Accounts are listed in Publication.
- 3.3. The Fixed Term may also be agreed as recurring.
- 3.4. In case the Client carried out no transactions with the balance on the Deposit Account during the Fixed Term, the Bank shall pay interest on the funds during the Fixed Term at the rate of interest stated in Publication prevailing on the day, on which deposit is made to the Deposit Account. In case a recurring Fixed Term was agreed, the Bank shall pay interest on the funds during each additional Fixed Term at the rate of interest stated in Publication and prevailing on the Day of Deposit Renewal.
- 3.5. In case the deposit on the Deposit Account decreases during the Fixed Term, the Bank shall pay interest on the funds from the day of depositing onto the Deposit Account until the day, on which the Client carried out a transaction with the same, at the rate of interest stated in Publication and prevailing on the day, on which the Client carried out the transaction.
- 3.6. No later than on the day preceding the Maturity Day, the Client may unilaterally:
  - a) change the agreed number of Fixed Term renewals;
  - b) cancel the number of Fixed Term renewals; or
  - c) change the agreed manner of using the interest accrued.

### *Carrying Out Transactions with the Deposit on a Deposit Account*

- 3.7. On Maturity Day, the Client may increase or decrease the deposit on the Deposit Account. In case of a decrease, the Client agrees to observe the Minimum Balance.
- 3.8. The Client may, during the Fixed Term, ask the Bank to decrease or increase the deposit on the Deposit Account on the Maturity Day. The Client shall state the amount of funds, by which they wish to increase or decrease the deposit, and specify the account opened with the Bank, from or to which the funds should be transferred. The Bank shall increase or decrease the deposit on the Maturity Day for the next Fixed Term. The amount, by which the Client decreased their deposit on the Deposit Account, may, upon request by the Client, be paid out by the Bank also in cash, and this on the Maturity Day at the earliest.
- 3.9. If an amount is credited to the Deposit Account during the Fixed Term, it shall become part of the deposit on the next Deposit Renewal Day. Until that day, such funds shall bear interest at the rate stated in Publication.

### *Closing of Deposit Account*

- 3.10. The Bank may close a Deposit Account if:
  - a) the Client fails to make the agreed deposit to the Deposit Account within 3 months from the date of the Contract;
  - b) the Client has withdrawn or transferred the deposit or a part thereof from the Deposit Account before the Maturity Day; or
  - c) after decreasing the deposit on the Maturity Day, the Client no longer meets the Minimum Balance.

## 4. COMMON PROVISIONS FOR ACCOUNTS AND DEPOSIT ACCOUNTS

- 4.1. The Bank shall set the Minimum Deposit and the Minimum Balance by Publication.
- 4.2. Due to technical changes to the Bank's information system or due to changes in legislation, the Bank may change the number of Account or Deposit Account. It shall inform the Client of the change at least 2 calendar months in advance.
- 4.3. The Bank shall, in the following cases, not enable to the Client to make withdrawals or cashless transfers from a Deposit Product:
  - a) enforcement of a decision or enforcement (execution) proceedings by assignment of account receivable;
  - b) decision of a competent authority; or
  - c) in cases provided for by legal regulations.
- 4.4. The Client shall inform the Bank in writing that the funds on the Deposit Product are excluded from decision enforcement or enforcement proceedings; otherwise the Bank shall treat the funds on the Client's Deposit Product as intended for decision enforcement or enforcement proceedings.
- 4.5. The Client agrees that the Bank may, even without receiving an Instruction pursuant to the Payment Services Act, deduct from the Account or Deposit Account the amount equal to any receivable of the Bank against the Client.

- 4.6. In case the Client and the Bank entered into an agreement restricting the Client's right to carry out transactions with the funds on the Account or Deposit Account, such agreement shall be extinguished only after the full settlement of the rights and obligations arising out of the Contract, as part of which such agreement was entered into, even if the Contract itself was extinguished at an earlier point of time. During the term of the agreement restricting the right to carry out transactions with the funds on the Account or Deposit Account, the Client shall not be authorised to:
- a) terminate the contractual relationship under the Contract, based on which the Account and the Deposit Account were opened,
  - b) assign to a third party the rights and obligations under the Contract, based on which the Account and the Deposit Account were opened,
  - c) establish a pledge over the Client's receivable from the Account and Deposit Account;
  - d) carry out any legal act changing the legal relationship of the Client to the Account and the Deposit Account;.
  - e) change or cancel the number of Fixed Term renewals applicable to a Deposit Account.
- 4.7. The Bank shall, in the form of a statement, inform the Client of the balance and the transactions carried out on the Deposit Product at the agreed frequency and in the agreed manner or at the frequency and in the manner provided for by legal regulations. The Bank may stop the sending of statements in case it becomes aware in a credible manner of the death of the Client or in case the statement returns as undeliverable.
- 4.8. Any transactions with the Account or Deposit Account may only be carried out by the Client, who is the holder of such account, or by a person authorised by the Client to do so.
- 4.9. After closing the Account or Deposit Account, the Bank shall use or transfer the balance as instructed by an Instruction. In case the Client fails to deliver such Instruction, the Bank shall keep the funds recorded in its books, albeit they shall bear no interest. In case the Bank closes an Account or Deposit Account, which is subject to enforcement of decision or enforcement proceedings, it shall transfer the funds therefrom according to the instructions of the competent authority.
- 4.10. The Client may ask the Bank that the right to carry out transactions with the funds on an Account or Deposit Account is restricted by blocking. The conditions applicable to blocking of funds shall be agreed on between the Bank and the Client in writing.

## 5. BUSINESS ACCOUNT, CORPORATE ACCOUNT AND COMMUNAL ACCOUNT

- 5.1. The types of Business Accounts, Corporate Accounts and Communal Accounts and their scope are provided in a Publication.

### *Provision of Business Account, Corporate Account and Communal Account*

- 5.2. The Bank shall provide the Business Account, Corporate Account and Communal Account to the Client based on a Contract. The account shall be maintained in the Euro.
- 5.3. If, prior to entering into the Contract concerning the Business Account, Corporate Account or Communal Account, the Bank provided to the Client a Bank Product, which is provided as part of the Business Account, Corporate y Account or Communal I Account, the Contract concerning the Business Account, Corporate Account and Communal Account shall modify and complement those terms of the Contract, under which the Bank provided the Bank Product and which are expressly different in such Contract.
- 5.4. The Bank shall provide to the Client a discount from the Fee for the Business Account, Corporate Account and Communal Account after meeting the conditions laid down in Publication. The above shall not apply if:
- a) the Bank provided to the Client another benefit relating to the Business Account, Corporate Account and Communal Account;
  - b) the termination of the Contract concerning the Business Account, Corporate Account or Communal Account became effective, or
  - c) the termination of the Contract concerning the Account, which forms part of the Business Account, Corporate Account or Communal Account became effective.

### *Change of Business Account, Corporate Account and Communal Account*

- 5.5. The Client may request the Bank to change the Business Account, Corporate Account or Communal Account to another type of Business Account, Corporate Account or Communal Account. In case the Bank grants such request, it shall enter into a new Contract with the Client, which will change the

original terms, under which the Business Account, Corporate Account or Communal Account was provided.

- 5.6. The Client may request the Bank that the provision of Bank Products included in a Business Account, Corporate Account or Communal Account is cancelled and that such products are provided in the future outside the Business Account, Corporate Account and Communal Account.

*Closing of Business Account, Corporate Account and Communal Account*

- 5.7. The Client may by notice terminate the Contract, whose subject matter is the opening of a Business Account, Corporate Account and Communal Account. The Bank shall, after the lapse of the notice period, close the Business Account, Corporate Account and Communal Account, and stop the provision of all Bank Products provided as part of the Business Account, Corporate Account and Communal Account, unless other Bank Products (e.g. a Payment Card) were provided to the Account, which is included in the Business Account, Corporate Account and Communal Account. In such a case, the Contract shall be extinguished after the expiry of the last Bank Product provided as part of the Business Account, Corporate Account and Communal Account. Upon the lapse of the notice period, the Bank shall stop the provision of Electronic Services in respect of Bank Products, which are provided as part of the Business Account, Corporate Account and Communal Account.
- 5.8. After closing a Business Account, Corporate Account or Communal Account, the Bank shall use the Account balance as Instructed by the Client. In case the Client fails to deliver any such Instruction, the Bank shall keep the funds recorded in its books, albeit they shall earn no interest.
- 5.9. Contract termination shall be without prejudice to the provisions concerning the handing over, taking over or labelling of any Security Item or code, by means of which the Client agreed to use the Electronic Services or Security Items made available to the Client.

*Transitional provision*

- 5.10. The provisions of the current Article shall accordingly apply to relationships based on a Contract for the provision of product and service package to entrepreneurs.

6. SAFE DEPOSIT BOXES

- 6.1. Safe deposit box is used particularly for safekeeping of valuables and documents.
- 6.2. Inflammable substances, chemicals, explosives, ammunition or substances dangerous to life or health may not be placed into the safe deposit box. The Client shall be responsible for the content of the safe deposit box.
- 6.3. The Client shall have the right to use the safe deposit box during the opening hours of the Branch, in which the safe deposit box is located.
- 6.4. The Bank shall enable the use of the safe deposit box to a third party, who holds in its possession the key from the safe deposit box and can produce a power of attorney granted by the Client.
- 6.5. The content of safe deposit box is insured against theft, breaking in, burglary, damage or destruction for the sum insured stated in Publication.
- 6.6. On the day of Contract termination, the Client shall collect the content of the safe deposit box, return the key from the safe deposit box to the Bank and pay the outstanding Fee for the use of the safe deposit box.
- 6.7. In case the Client does not vacate the safe deposit box after the termination of the contractual relationship, the Bank shall store its content in the Bank's premises, but shall not be liable for any damage incurred by the Client in this respect.

7. PAYMENT CARDS

- 7.1. Payment card is a means enabling the Client to make cash withdrawals from ATMs and to perform payments at Merchants and other payment transactions with the funds on the Account. The types of Payment Cards are listed in a Publication.

*Issuance of Payment Card*

- 7.2. The Bank shall issue a Payment Card to the Client based on a Contract.

- 7.3. The Bank shall deliver to the Client an inactive Payment Card and PIN in the manner provided for in a Publication. In case the Payment Card and PIN number are to be delivered by post, the Bank may reject to make the delivery to a foreign country.
- 7.4. If delivered by hand delivery, the Bank shall hand over the Payment Card and PIN number to the Card Holder. In case the Card Holder authorises a third party to take over the Payment Card and PIN, the Card Holder shall be liable for the damage caused by the use of the Payment Card as of the moment of takeover of the Payment Card and PIN. The Bank may reject to hand out the Payment Card and PIN number to a third party.
- 7.5. The Card Holder shall sign the Payment Card in their own hand immediately after receiving the same on the signature strip at the back side of the Payment Card. The signature serves as a specimen signature and, at the same time, as a means for authorising payment transactions carried out with the Payment Card. After activation, the Card may be used exclusively by the Card Holder.
- 7.6. The Client may ask the Bank that a Payment Card for an Account, which the Client is the holder of, is issued to another person; by doing so, such other person shall be authorised to use the funds on the Account using the Payment Card and to carry out other acts in the scope defined by Publication.

#### *Renewed Card*

- 7.7. The Bank shall automatically issue to the Client a Renewed Card, unless the Client informs the Bank 2 months before the expiry of the Payment Card at the latest that they do not wish the card to be issued.
- 7.8. The Bank shall not issue a Renewed Card to the Client if Payment Cards of the relevant type are no longer issued. In case the Bank offers a Payment Card, which enables the Client to use the same or similar services, the Bank may issue to the Client a Renewed Card of that type. The Bank shall inform the Client thereof reasonably in advance. The Client may reject the issuance of a Renewed Card of the new type within the period of time and in the manner specified by the Bank in the information notice.

#### *Use of Payment Card*

- 7.9. The Client shall use the Payment Card in accordance with the laws of the state, on whose territory the Payment Card is used by the Client.
- 7.10. The Client shall observe the security principles for using Payment Cards contained in a Publication and take all measures to prevent the misuse of the Payment Card. The breach of said principles shall constitute gross negligence and a material breach of the Contract.
- 7.11. The Client may use the Payment Card to carry out transactions listed in a Publication.
- 7.12. The functionality of a Payment Card may in certain cases (particularly when using the Payment Card abroad) be restricted due to incompatible technical settings of devices accepting Payment Cards on the side of some Merchants.
- 7.13. An Instruction given by Payment Card shall be irrevocable.
- 7.14. The Client may, with the Payment Card, carry out transactions with the funds on the Account up to the authorised Payment Card Limit and up to the available Account balance as a maximum.
- 7.15. The Payment Card Limit cannot exceed the Maximum Payment Card Limit. The Bank may, for reasons of security, with a view to protecting the Client against the misuse of the Payment Card and for reasons deserving special consideration, temporarily or permanently unilaterally change the Maximum Payment Card Limit. The Bank shall inform of such change by Publication.
- 7.16. The Client shall, in a card-present transaction, confirm the payment and the identity of the Client:
  - a) by entering their PIN number; or
  - b) by the signature of the Client identical to that appearing on the Payment Card, in case the Payment Card enables confirmation of payment on the Sales Receipt.
- 7.17. The Client shall, in a card-absent transaction, confirm the payment and the identity of the Client:
  - a) by entering the number and the expiry date of the Payment Card and the CVV2 / CVC2 code or
  - b) in another manner as agreed between the Bank and the Merchant.
- 7.18. Payments with a Payment Card on self-service machines selling low-value products or services and low-value Contactless Transactions of up to EUR 20 may be confirmed by the Client by the mere use of the Payment Card; by doing so, the Client also confirms their identity.
- 7.19. For security reasons, the Client may, even when carrying out low-value Contactless Transactions, be at any time requested to enter the PIN number or to sign the Sales Receipt.
- 7.20. In case of loss, theft or suspected misuse of a Payment Card by a third party, the Client shall notify the Bank thereof without unreasonable delay and ask the Bank to block the Payment Card.
- 7.21. The Client shall bear the losses incurred as a result of the use of a lost or stolen Payment Card or due to the misuse of the Payment Card by an unauthorised person. The provision of Section 12 of the Payment Services Act shall not be fully applied.



- 7.22. The Bank shall bear the losses incurred as a result of the use of a lost or stolen Payment Card or due to the misuse of the Payment Card by an unauthorised person after the request for blocking of the Payment Card is received by the Bank, unless the Client acted in a fraudulent manner.
- 7.23. The Bank may block the Payment Card for reasons of security, in case of suspected unauthorised or fraudulent use of the Payment Card or in cases, in which the Bank is obliged to do so pursuant to the legal regulations. The Bank shall inform the Card Holder of the blocking and of the reasons therefore without unreasonable delay.

*Settlement of payment transactions made with a Payment Card*

- 7.24. Payment transactions made with a Payment Card shall be debited by the Bank to the Account, to which the Payment Card has been issued. Settlement shall be carried out by the Bank no later than on the next Business Day after receiving the information and data needed for settlement.
- 7.25. The Bank may, for the time period from the moment of payment transaction with the Payment Card until settlement, block funds on the Account equal to the amount of the payment transaction.
- 7.26. Payment transactions carried out abroad shall be settled by the Bank in accordance with the conditions of international card companies. The manner of settlement and determination of exchange rate is described in a Publication.

*Cancellation of Payment Card*

- 7.27. The Contract, based on which a Payment Card was issued, shall in particular be terminated
- a) due to the performance of an act aimed at terminating the Contract concerning the Account, to which the Payment Card has been issued. An act aimed at the termination of the Contract concerning the Account shall also be regarded as an act aimed at terminating the contract for the issuance and use of the Payment Card issued to that Account;
  - b) upon the expiry of the Payment Card, unless a Replacement Card or Renewed Card was issued to the Client;
  - c) by termination by the Client or the Bank.
- In case the Bank becomes aware in a credible manner of the death or dissolution of the Account Holder, it shall cancel all Payment Cards issued to that Account and the Contract, based on which such Payment Cards were issued, shall be extinguished.
- 7.28. In case the Bank becomes aware, in a credible manner, of the death of the Card Holder, or in case the Card Holder does not take over the Payment Card within 90 days from the day of production of Payment Card, which should be delivered to a Branch, the Payment Card issued to that Card Holder shall be cancelled and the Contract, based on which such Payment Card was issued, shall be terminated in the part concerning such Payment Card.
- 7.29. In case a Payment Card was issued as associated to two Accounts, the termination of the Account Contract shall terminate that part of the Payment Card Contract relating to the use of the Payment Card in connection with the closed Account.
- 7.30. The Client shall, after losing the authorisation to use the Payment Card or after the expiry of the Payment Card, physically destroy the card without unreasonable delay. The Bank shall specify in a Publication, which types of Payment Cards need to be returned. In case of breach of this obligation, the Client shall be liable for all payment transactions related to the misuse of the card and for the damages so caused to the Bank.

8. ELECTRONIC BANKING

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

*Establishing the Electronic Service*

- 8.2. The Bank provides Electronic Services to the Client based on the EB Agreement. The types of Electronic Services provided by the Bank are listed in a Publication. Successful provision and use of Electronic Services requires that the Client meets the applicable technical criteria, depending on the type of the Electronic Service to be provided.
- 8.3. In the EB Agreement, the Client shall specify the extent of the Electronic Service and choose a Security Item, the method of its use and the Limit. The maximum amount of Limits is specified in a Publication. The Client may change the specification of the Electronic Service during the term of the EB Agreement also by means of an Electronic Service, which enables such change. In case the extent

of the Electronic Service is not specified by the Client, the Bank shall provide the Electronic Service limited to non-transactional tasks only.

- 8.4. A new EB Agreement shall alter those parts of an earlier EB Agreement, which are affected by the provisions of the new EB Agreement.
- 8.5. The Bank may, even without a request, make a Bank Product available to the Client within an Electronic Service. In such a case, it shall make available to the Client information about the balance and movements of funds on such Bank Product or about other facts concerning the Bank Product.

*Provision of Electronic Service*

- 8.6. Communication between the Client and the Bank via an Electronic Service shall take place without interruption, except for system maintenance or unforeseeable technical defects.
- 8.7. The Client acknowledges that it is necessary to inform the Bank of any change to the data necessary for successful provision and use of Electronic Services.

*Security Requirements*

- 8.8. When using an Electronic Service and a Security Item, the Client shall be obliged to observe the security principles described in a Publication and take any and all measures to prevent the misuse of the same. The breach of said principles shall constitute gross negligence and a material breach of the EB Agreement.
- 8.9. The Client shall use the Electronic Services made available to them exclusively by means of Security Items assigned to them.
- 8.10. The Client shall be fully responsible for the use of the Electronic Services by authorised persons, whom the Client authorised to use the Electronic Services.
- 8.11. For security reasons, the Bank may change the Client's Identification Code. The Bank shall notify the Client of the change.
- 8.12. In case of any change of the data contained in the EB Agreement, the Client shall notify the Bank of such change without unreasonable delay. The breach of said obligation may affect the functionality of the Electronic Service and, in such a case, the Bank shall bear no responsibility for any defects in Electronic Service provision.
- 8.13. The Client shall immediately notify the Bank of the loss, destruction or unauthorised use of a Security Item or of any other fact, which might compromise the security of the Electronic Service being provided or of the Security Item used. After receiving such notification from the Client, the Bank shall disable access to the Electronic Service by means of the Security Item. In extraordinary cases, the Bank may disable access even based on a notification from a third party.
- 8.14. The Client shall bear the losses incurred due to an unauthorised Order and caused by the use of a lost or stolen Security Item or by the misuse of the Security Item or the Electronic Service by an unauthorised person. The provision of Section 12 of the Payment Services Act shall not be fully applied.
- 8.15. The Bank shall be liable for losses due to an unauthorised Order and caused by the use of a lost or stolen Security Item or by the misuse of Security Item or Electronic Service by an unauthorised person, which are incurred after the request to block the Security Item has been filed at the Bank, unless the Client acted in a fraudulent manner.

*Blocking of Electronic Service*

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

*Execution of Instructions*

- 8.18. The Bank shall execute an Instruction delivered via an Electronic Service, if the Client:
- a) proves their identity by entering the Identification Code or Authentication Code;
  - b) duly and completely fills in the Instruction;
  - c) observes the Limit; and
  - d) authorises the Instruction with the Certification Code.
- 8.19. In case of a Micropayment, authorisation by the Client with the Certification Code is not necessary. In case the total of individual Micropayments reaches the limit stated in a Publication, the Client shall be requested to authorise such payment by entering the Certification Code. Subsequent Micropayments do not need to be authorised by the Client with the Certification Code until the limit specified in the Publication is reached again.

- 8.20. In case the Client delivers an Instruction to the Bank in the form of an electronic file of Orders through File Transfer, the Client gives the Instruction to the Bank to execute all Orders contained in the file. Orders contained in one electronic file delivered to the Bank through File Transfer shall be authorised by the Client at once by entering one Certification Code.
- 8.21. The Bank shall execute the Orders contained in the electronic file only if each of them meets the conditions for execution. The Bank shall not execute the Orders contained in the electronic file in case the execution of any of such Orders requires currency conversion or the Order is a Transboundary Transfer or accelerated payment.
- 8.22. The maximum number of Orders in one electronic file shall be specified by the Bank by Publication.

*Payment to Mobile Phone*

- 5.1. The Client may deliver an Order to the Bank via the Payment to Mobile Phone service. The Bank shall execute such Order for the benefit of recipient account assigned to the telephone number of the recipient based on the registration of telephone number by using the procedure described in a Publication.
- 5.2. The conditions for the provision of the Payment to Mobile Phone service and the maximum amount of Payment to Mobile Phone shall be specified by the Bank by Publication.
- 5.3. The Bank shall execute an Order, provided the following conditions are met:
- a) the payee has been registered in the Payment to Mobile Phone system, as specified in the Publication;
  - b) the registered phone number is valid at the time of delivery of the Order; and
  - c) the registered payee account number exists in the moment of delivery of the Order and there exist no other legal facts preventing the bank from crediting the payment to payee account.
- 5.4. Each payment made by the Client through the Payment to Mobile Phone service will be transferred by the Bank to the registered payee account number. The Bank shall by SMS send the information about the Client's name and surname and other data identifying the Order to the telephone number provided by the Client in the Order .
- 5.5. The Bank shall set aside on the Account funds in the amount stated in the Order, and this until the lapse of the period for meeting the conditions for payment execution specified in the Publication.
- 5.6. The Client acknowledges that the Bank shall not be liable for:
- a) damages caused by the execution of an Order in accordance with an Instruction;
  - b) damages caused to the Client or payee due to the loss, theft or misuse of payee's mobile phone.

*Electronic Statement*

- 8.23. Upon the Client's request, the Bank shall send the statement of a Bank Product to the Client in electronic form via an Electronic Service. Such electronic statement fully replaces the paper-based statement.
- 8.24. In case the Client asks for the cancellation of paper-based statements, the Bank shall make available or provide to the Client statements relating to the Bank Product concerned in electronic form via an Electronic Service.
- 8.25. In case the Client uses no Electronic Service or has no access to the electronic statement and no other type of statement has been agreed on, the Bank shall issue to the Client the statement relating to the Bank Product at any time at a Branch.

*Termination of Electronic Service provision*

- 8.26. The provision of the Electronic Service shall be terminated in case of termination of the Contract relating to the provision of Security Items.
- 8.27. As the EB Agreement or the Contract on Security Items usually govern the use of several Electronic Services or Security Items, the Bank may stop to provide a particular Electronic Service or Security Item although the Contract as a whole has not been terminated, by sending to the Client, within the agreed period of time, a notice of termination of the provision of the Electronic Service or Security Item concerned.
- 8.28. The Client shall have the right to cancel a particular Electronic Service or Security Item by changing the specification of the Electronic Services or by altering the Contract relating to the provision of Security Items, respectively.

*SporoPay Electronic Service*

- 8.29. The Bank provides the SporoPay Electronic Service to an Internet Merchant based on a contract and subject to the following conditions:

- a) the Internet Merchant has an Account opened with the Bank with Electronic Services provided to such account; and
- b) the Internet Merchant meets the technical requirements enabling to link its Internet site to the Bank's system.
- 8.30. Part of the Contract shall be a technical description of the service, which the Bank may change unilaterally due to changes of technical possibilities of the Bank. The Bank shall announce such changes by Publication.
- 8.31. An Internet Merchant shall be obliged to provide assistance to the Bank when creating the technical link between its internet site and the Bank's system.
- 8.32. The Internet Merchant shall in particular be obliged to inform the Bank of the change of address of the internet site, on which its online shop is operated. The Internet Merchant may ask the Bank to provide the SporoPay service also for online shops other than those agreed in the Contract. The Bank shall not be obliged to grant such request by the Internet Merchant.
- 8.33. After the conclusion of the Contract, the Bank shall hand over or make available to the Internet Merchant an advertising banner with the SporoPay logo. In case communication is secured by a secret key, the Internet Merchant shall, when using the same, observe the principles of safe use of Security Items.
- 8.34. The Internet Merchant shall be obliged to place the advertising banner with the SporoPay logo on its internet site, make it well visible and ensure that a Client choosing to pay via SporoPay is always redirected to the Bank.
- 8.35. In case the Internet Merchant did not provide its correct Account number or correct payment identifier to the Client, the Bank shall not be liable for the correctness of data contained in a payment or for damages caused by the non-execution of payment for goods and services entered by the Client.
- 8.36. The Bank shall inform the Internet Merchant of the result of execution of payment transactions carried out via the SporoPay service for the benefit of the Internet Merchant's Account, and this in the extent and in the manner provided in SporoPay technical description.
- 8.37. In case communication between the Bank and the Internet Merchant as part of the SporoPay service is secured by a secret key, the Internet Merchant shall, when using the same, observe the principles of safe use of Security Items. An authorised person of Internet Merchant is obliged choose the secret key as part of the Internetbanking Electronic Service. The Internet Merchant shall be liable for observance of security principles relating to Security Items by the authorised person. In case of loss of the secret key by the Internet Merchant's authorised person or in case of its loss or misuse, or in case the Internet Merchant believes that the secret key could be misused by an unauthorised person, the Internet Merchant shall be obliged to change the secret key without unreasonable delay.
- 8.38. The Internet Merchant hereby grants to the Bank the consent to the publication of the Internet Merchant's name, logo or other designation, registered office or place of business and address of internet site, on which its online shop is operated, in the list of Internet Merchants cooperating with the Bank and to the use of the same in marketing materials of the Bank promoting cooperation between the Bank and the Internet Merchant.
- 8.39. The contractual relationship between the Bank and the Internet Merchant under the agreement for the establishment and use of the SporoPay Service may be terminated in the manner provided for in the GBC and:
- a) by termination of the contractual relationship between the Bank and the Internet Merchant under the contract relating to the Internet Merchant Account, for the benefit of which the Bank is obliged credit payments for goods and services made by the Client via the SporoPay service.
- b) by termination of the contractual relationship between the Bank and the Internet Merchant under the EB Agreement, in case the provision of such Electronic Service was a precondition for the provision of the SporoPay service in accordance with the agreement on the establishment and use of the SporoPay service.
- 8.40. The Internet Merchant shall, on the day of termination of the contractual relationship with the Bank, be obliged to settle all of its obligations arising out of such contractual relationship towards the Bank, including in particular the obligation to remove the advertising banner with the SporoPay logo from its internet site.

*Homebanking or Multicash Electronic Service*

- 8.41. The Bank shall provide the Homebanking or Multicash Service to the Client on Contract basis and provided that the technical preconditions set by the Bank by Publication are met. Technical preconditions for the provision of the relevant Electronic Service may be unilaterally changed by the Bank particularly due to the change of technical possibilities for providing the Electronic Service concerned. The Bank shall announce such changes by Publication.

- 8.42. The Bank provides the Homebanking service in the full extent of software modules. If
- a) the Bank provides to the Client the Homebanking service limited to the Homebanking communication module or the Homebanking base module, or
  - b) the Client uses Homebanking for processing and exchanging compatible files in the extent enabled by the Homebanking communication module,
- the Bank may, upon the Client's request, make the Homebanking service available to the Client in the full extent of software modules.
- 8.43. A Client, who uses the Homebanking service only for processing and exchanging compatible files with the Bank, shall have the right to use this service in the extent of the Homebanking communication module only.
- 8.44. The Bank may provide the Homebanking or Multicash service to the Client also in respect of a third party account maintained by the Bank, based on a power of attorney granted to the Client by the account holder.
- 8.45. The Contract, under which the Homebanking or Multicash service is established and provided, shall also include attachments governing the terms of service provision. Attachments to the Contract may be amended with the consent of the parties by a new attachment meeting the same formal requirements. The part of the new attachment, which has been filled out, fully replaces the data contained in the previous attachment. The data from those parts, which have not been filled out in the new attachment, shall remain unchanged as contained in the previous attachment. The data contained in the new attachment shall take effect on the Business Day following after the approval of the change of the attachment by both parties, unless in the new attachment provided otherwise.

*Installation of the Homebanking or Multicash Electronic Service*

- 8.46. The Bank shall hand over to the Client the necessary software and a user manual containing usage instructions.
- 8.47. The Bank may change the Homebanking or Multicash software; in such a case, it shall notify the Client of the change and deliver the new software to the Client. The Client may ask the Bank to re-install the software or a part thereof.
- 8.48. After installing the software, every authorised person with at least the "Signing" or "Communication" access rights shall, by means of the software, generate its electronic signature private and public key, subject to the terms provided in a Publication. The Client shall, within 3 Business Days from the day of installing the software, hand over to the Bank all electronic signature public keys of authorised persons in electronic form on a data carrier, together with the relevant protocols. Otherwise, the Bank shall not be obliged to make the Electronic Service available to the Client until this obligation is met.
- 8.49. Every authorised person (in case of Homebanking or Multicash) or the Bank (in case of Homebanking) may change or cancel its electronic signature private key and the corresponding public key. The party, who carried out the change, shall be obliged to hand over the new electronic signature public key to the other party without unreasonable delay. The Client or the Bank shall be obliged to archive the cancelled electronic signature public key for a period of 6 months from the day of its cancellation.
- 8.50. Every authorised person shall be obliged to carry out all measures necessary to keep its access password and its electronic signature private key secret, to prevent access thereto or misuse thereof by unauthorised persons and use such Security Items in accordance with the terms and principles of their use laid down by the Bank. The breach of these obligations shall constitute gross negligence and a material breach of the Contract.
- 8.51. Generation and use of the electronic signature shall not be governed by the provisions of the Electronic Signature Act.
- 8.52. The Client shall have the right to use the installed software exclusively in accordance with the Contract, the PsBC and GBC and to observe the procedures described in the user manual. In case of a breach of these obligations by the Client, the Client shall be fully liable for the damages so caused. The Bank and the Client have agreed that Section 32(1) of the Payment Services Act shall not apply to the user manual. The Bank and the Client have agreed that the Bank may change the user manual with immediate effect, unless in the user manual provided otherwise.
- 8.53. The Bank may not initiate communication with the Client via the Homebanking or Multicash Electronic Service. The Bank may prepare for the Client various messages (text messages and files containing an update of the PsBC or GBC, results of Order execution, requests, warnings, information, new public key of the Bank's electronic signature, various commercial messages, etc.) and deliver the same to the Client after the connection with the Bank is established by the Client.
- 8.54. The Client agrees to this method of sending of messages. The Client shall pay due attention to all messages received from the Bank, because as of the moment of delivery of the message by the Bank, the message shall be binding on the Client, unless provided otherwise. The Client shall be liable for

any damages caused by the breach of this obligation. The Bank and the Client have agreed that Section 32(1) of the Payment Services Act shall not apply to such messages.

*Orders Executed via Homebanking and Multicash*

- 8.55. All Orders and messages delivered to the Bank must be signed with a valid electronic signature and must not exceed the Limits set by the Client in the Contract and be in accordance with the signature classes of authorised persons, as specified by Publication. Otherwise, the Orders will not be executed. Any communication between the Client and the Bank via the Homebanking or Multicash service is possible with the use of a valid electronic signature only.
- 8.56. The Client shall, in any Order delivered to the Bank via the Homebanking or Multicash Service indicate the payer and payee account in the IBAN format and specify the maturity date of the Order.
- 8.57. An Order, in which the Client specifies as the maturity date the current Business Day, shall be executed by the Bank provided that the Client delivers such Order to the Bank before the deadline specified by the Bank by Publication. In case the Client requests that the Order is executed immediately upon delivery, they shall indicate this in the Order.
- 8.58. After the deadline set by the Bank by Publication, the Bank shall receive Orders with maturity date on the following Business Day or with a later maturity date. An Order with future maturity date shall be executed by the Bank on the Maturity Date of the Order.
- 8.59. The Client may, via the Homebanking service, take back an Order with current maturity date (provided it does not contain the requirement to execute the Order immediately upon delivery) or an Order with future maturity date until the lapse of the time period specified by the Bank by Publication at the latest. The Client may not take back any Order delivered to the Bank via the Multicash service.
- 8.60. After the delivery of an Order via the Homebanking Service, the Bank shall automatically carry out a formal check. Any errors discovered during such check shall be recorded in a separate error log, which shall be delivered by the Bank to the Client. The delivery of an Order to the Bank and the verification of its formal correctness does not oblige the Bank to execute the Order.

*Termination of the Homebanking and Multicash Electronic Service Agreement*

- 8.61. The contractual relationship between the Client and the Bank under a Contract may be terminated in the manner specified in the PsBC and:
- a) by terminating the contractual relationship between the Bank and the Client under a Contract, the subject matter of which is the opening of an Account, if, at the time of Contract termination, the Homebanking or Multicash Service is provided by the Bank to the Client only in respect of the Account opened and maintained by the Bank under the relevant Current Account Agreement;
  - b) by extinguishing of a power of attorney granted by the account holder to the Client in a separate power of attorney to carry out transactions with the funds on the Account via Homebanking or Multicash, if, at the time when such power of attorney is extinguished, the Bank provides the Homebanking or Multicash service to the Client solely in respect of the Account specified in such power of attorney.
- In case of termination of the contractual relationship between the Bank and the Client, the provision of Section 33 of the Payment Services Act shall not be fully applied.
- 8.62. The Client shall, on the day of termination of the contractual relationship, stop to use and remove the corresponding software from all their computers, on which such software has been installed.

9. MISCELLANEOUS

- 9.1. By granting the authorisation to carry out transactions with the funds on a Deposit Product, the Client, being the owner of such Deposit Product, confirms that the authorised person has the full capacity to carry out transactions with such funds.
- 9.2. In case the Bank opened the Deposit Product for two or several Clients, each of them shall have equal rights and obligations. The Clients shall have joint and several liability. In such a case, an act carried out by any of the Clients vis-à-vis the Bank shall be deemed an act carried out by all such Clients. The Client, with whom the Bank acted, shall be obliged to inform the other Clients of the act carried out. The Bank does not scrutinize mutual claims between Clients.
- 9.3. The rates of interest applicable to Deposit Products are provided in a Publication.
- 9.4. The Bank shall have the right to unilaterally change the rates of interest provided on Deposit Products. A change of interest rate or exchange rate shall apply immediately and without prior notice, if it is based on a reference rate of interest or reference exchange rate.

- 9.5. The Bank and the Client have agreed that the provisions of Section 10, 12, 31, 32, 33, 38 to 43 and 44(1) and (4) of the Payment Services Act shall not be fully applied to the contractual relationship between the Bank and the Client under a Contract, which is a Framework Agreement within the meaning of the Payment Services Act.
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## 10. FINAL PROVISIONS

- 10.1. The Bank may, for the following reasons, unilaterally change the PsBC and, if so agreed with the Client, also individual terms of the Contract:
- a) change of legal regulations;
  - b) development on the banking or financial market, which is capable of having an objective impact on the provision of Bank Products or the terms, on which such products are provided;
  - c) change of technical possibilities for the provision of Bank Products;
  - d) in order to ensure safe functioning of the banking system, or
  - e) to ensure compliance by the Bank with prudential regulations and banking stability.
- 10.2. The Bank may supplement the PsBC due to an extension of banking services. The Bank shall inform of the supplement to PsBC by Publication no later than 1 calendar day in advance.
- 10.3. The current wording of PsBC or the terms of the Contract, which the Bank may, pursuant to the Contract, unilaterally change by Publication, shall be announced by Publication at least 15 calendar days before the effective date of the change.
- 10.4. The change of the PsBC shall take effect on the day stated in the GBC.
- 10.5. The PsBC shall survive the termination of the contractual relationship between the Client and the Bank until the full settlement of their mutual relationships.
- 10.6. These PsBC shall enter into force on 1 January 2015. On the effective date of these PsBC, the Business Conditions for Product and Service Packages for Entrepreneurs issued by the Bank with the effective date as of 1 February 2006, the Business Conditions for the provision and use of Electronic Services and Payment Cards issued by the Bank with the effective date as of 10 September 2002 and the General Business Conditions issued by the Bank with the effective date as of 1 August 2002 shall be revoked and superseded in those parts, which governed the terms and conditions of Bank Products specified in these PsBC.
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Registered in the Commercial Register of the Bratislava I District Court, section Sa, File No.: 601/B

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