

**General Business Terms and Conditions of VÚB, a. s.  
for Deposit Products**

effective from 01 April 2021  
including  
Amendment No. 1 effective from 01 February 2022

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**INFORMATION ABOUT US**

Všeobecná úverová banka, a.s.; short name: VÚB, a.s., with the registered office at Mlynské nivy 1, 829 90 Bratislava 25, registered in the Register of Companies of District Court Bratislava I, section: Sa, file no. 341/B, company identification number: 31 320 155, tax identification number: 2020411811, VAT ID: SK7020000207

**Contact details:**

Call centre/service Kontakt, phone number: 0850 123 000 (from Slovakia), +421 2 4855 59 70 (from abroad), e-mail: kontakt@vub.sk, BIC/SWIFT code: SUBASKBX, website: www.vub.sk

**Nature of business:**

Banking activities under Act No. 483/2001 Coll. on banks and on amendment of certain Acts, on the basis of banking license no. UBD-1744/1996 issued by the National Bank of Slovakia on September 26, 1996

**Oversight authority:**

The National Bank of Slovakia with the registered office at I. Karvaša 1, 813 25 Bratislava

## General Business Terms and Conditions of VÚB, a. s. for Deposit Products

### 1. THIS DOCUMENT

This document constitutes General Business Terms and Conditions of VÚB, a.s. for Deposit Products (hereinafter "Terms and Conditions") that regulate the relationships between Všeobecná úverová banka, a.s., with the registered office at Mlynské nivy 1, 829 90 Bratislava 25, company identification number: 31 320 155, registered in the Register of Companies of District Court Bratislava I, section: Sa, file no.: 341/B (hereinafter "We" or "Us" or "Bank") and you, our client (hereinafter "You") in relation to negotiations for concluding, conclusion or exercise of rights and fulfilment of obligations arising out of Banking Deal contracts. These Terms and Conditions form inseparable part of a Banking Deal contract if the latter refers to them. We are authorized to modify special relationships between You and Us and issue special business terms and conditions (hereinafter "Special Conditions"). In the event of discrepancies, the provisions of Special Conditions should prevail over the provisions of Terms and Conditions. In the event of discrepancies between the provisions of the Banking Deal contract concluded between You and Us and applicable Special Conditions or Terms and Conditions, the provisions of the Banking Deal contract should prevail.

### 2. DEFINITIONS

The following terms should have the following meaning for the purposes hereof, and unless otherwise expressly set out in the Banking Deal contract or Special Conditions concluded between You and Us, then also for the purposes of Special Conditions and Banking Deal contract:

#### Authentication

The process of verification of your identity or authorization to use your means of payment including the use of selected Security Features, in particular when signing via the Nonstop Banking, MultiCash and In-Biz, or in other pre-agreed situations or situations where such verification is required under the law.

#### Authorization

The consent to concluding and/or execution of a Banking Deal, Instruction or service performance.

#### Direct Debit Authorization

The consent to SEPA direct debit from your account maintained by Us as the payer's bank whereby You specify the conditions of direct debit from your account as payer, to be credited to the account of a SEPA direct debit recipient after You have granted the SEPA recipient a Mandate for Direct Debit.

#### Bank Day

A day on which the payer's payment services provider or recipient's payment services provider that are parties to the payment transaction carry out their activities where such a day is not a holiday or a day of rest.

#### Banking Deal

The establishing, change or termination of a contractual relationship between You and Us and any transactions related to banking activities We carry out as Bank on the basis of the license issued by the National Bank of Slovakia.

#### Security Feature

A tool assigned exclusively to You to be used for your Authentication and Authorization when using the Nonstop Banking, MultiCash and InBiz services and payment cards. The Nonstop Banking Security Features are the identification number (ID), authorization SMS code, one-time authorization code generated by a token or mobile token, VIAMO PIN, mobile PIN, password, your biometric data (e.g. fingerprint, face recognition), and Junior PIN. The MultiCash Security Features are the ID and certificate. The Inbiz Security Features are the ID, password, OTC generated by Inbiz OTC Token. The payment card Security Features are the PIN and payment

card password. For the cash withdrawal service via the Mobile Banking, the Security Features are the mobile PIN for the VÚB Mobile Banking application and one-time code displayed in the VÚB Mobile Banking application.

#### **Price List**

A document containing the fees, charges, remuneration and cost of products and services, examples and composition of service packages and detailed conditions of the services providing. If You are a natural person, Price List means the "Price List of VÚB, a.s. Natural Persons". If You are a legal person, Price List means the "Price List of VÚB, a.s. Entrepreneurs and Other Legal Persons". Price Lists are available on our Website and at our Points of Sale.

#### **Cut-off Time**

The latest time for payment orders submitting to the Bank for execution on the same Bank Day.

#### **Other Payment Services Provider**

A payment services provider other than Us that provides the payment initiation service or the payment account information transmission service.

#### **ISP Group**

A group of entities (including the controlling entity of the Bank and company Intesa Sanpaolo S.p.A., with the registered office in Torino, Italy) in which the controlling entity of the Bank or company Intesa Sanpaolo S.p.A, with the registered office in Torino, Italy, has a majority share in the voting rights because it owns a share in those entities or owns shares of those entities that carry a majority of voting rights, or because it is authorized to exercise a majority share in the voting rights on the basis of an agreement with other authorized persons disregard of the validity or such an agreement.

#### **Mandate to Direct Debit**

The consent of the payer for the recipient and (directly or indirectly via recipient) payer's payment services provider to the SEPA direct debit processing from the payer's account and crediting it to the SEPA direct debit recipient's account.

#### **Point of Sale**

Our operating premises on which Banking Deals are usually carried out. Points of Sale are at your disposal during the opening hours displayed on our Website. We shall inform you about the applicable terms and conditions of the provision of services at Points of Sale by Publishing.

#### **Payment Initiation Service**

Submitting of a payment order to the Bank by Other Payment Services Provider at your request related to your payment account maintained by the Bank, available for the

said service exclusively online via the internet (e.g. You use the Nonstop Banking services).

#### **Payment Services Provider Issuing Means of Payment Associated with Payment Card**

A payment services provider that issues means of payment associated with a payment card.

#### **Payment Initiation Service Provider**

Other payment services provider than Us that gives You payment initiation services.

#### **Provider of Account Information**

Other payment services provider than Us that gives You the account information transmission service.

#### **Instruction**

Your instruction, payment order or your other request addressed to us.

#### **SEPA Countries**

The current list of countries that have joined the SEPA (Single Euro Payments Area) is published on our Website and on <http://www.ecb.europa.eu/paym/retpaym/html/index.en.html>.

#### **Strong Authentication**

Authentication using two or more selected Security Features based on knowledge (Security Feature known only to You know, e.g. password and identification number), ownership (Security Feature owned or held only by You, e.g. token) and your characteristics unique to You (e.g. your biometric data). We require your Strong Authentication where it is required by law.

#### **Glossary of Terms**

The glossary of terms related to payment, clearing and settlement systems containing standardized terms of the European Union for most frequent services associated with a payment account, definition of the terms and Our own descriptive names of the Bank's fees used in Banking Deal contracts, Terms and Conditions, Special Conditions and other inseparable parts of Banking Deal contracts, including commercial and marketing information. The Glossary of Terms is available for You without charge on our Website and at our Points of Sale.

#### **Account Information Transmission Service**

A service provided to You by Other Payment Services Provider than the Bank via the internet or other electronic distribution channel, consisting in transmission of consolidated information about one or several accounts of yours that are available online via the internet and that You have in one or several payment services providers (in one

or several banks). The Account Information Transmission Service is an online service which means that information about your payment account such as e.g. account balance or credit/debit transactions to the extent provided by the Bank are provided or made available to You by Other Payment Services Provider electronically through a technical device (e.g. mobile application on your mobile phone or tablet).

### **Foreign Exchange**

For the purposes of payment transactions, the day from which the funds debited from the account do not bear interest or the day from which the funds credited to an account start to bear interest.

### **You**

You as a client that concludes or negotiates a Banking Deal with Us. To regulate our relationships under the Terms and Conditions, We categorize You if You are a natural person-entrepreneur as a legal entity. For the purposes of payment services performance, an individual means a natural person that upon the concluding and performance of contract for payment services does not act and sign out of their employment, profession or business unless the legal regulations stipulate otherwise.

### **Publishing**

Making a document or information available at a Point of Sale, Website, via Nonstop Banking or in another suitable manner that will enable You to become familiar with the document or information. A document or information is deemed effective when published unless the document or information provides otherwise. Publishing is inseparable part of these Terms and Conditions.

### **Website**

Our website: [www.vub.sk](http://www.vub.sk)

## **3. ACTING AND SIGNING, IDENTITY PROVING**

### **3.1. IDENTITY PROVING**

You should prove your identity upon each Banking Deal, usually by presenting your identity card or passport or in another manner in accordance with the legal regulations. We may also prompt You to submit further information and present further documents in relation to the fulfilment of our obligations arising out of legal regulations. We may request further information and documents as a prerequisite for the services performance on our part. We may request that You present Us with several identity documents to prove your identity or answer additional queries related to the services We perform for you. Upon Banking Deals execution via electronic devices, You should prove your identity by your personal identification number (ID) or a similar code and

another Security Feature or by a combination of Security Features assigned to You by Us.

### **3.2. ACTING ON THE BASIS OF POWER OF ATTORNEY**

You may grant written power of attorney to another person to act and sign on behalf of You. For Us, to be able to assess whether your agent is authorized to act and sign on your behalf in a particular matter, the text of the power of attorney must be definite enough. Your signature in the power of attorney must be notarized/authenticated. We may authenticate your signature for You at any Point of Sale. You should notify Us of the revocation of the power of attorney or other authorization without undue delay. This section hereof applies accordingly to designations.

### **3.3. SIGNING**

We may request that You sign a document before Us. In exceptional cases, your signature may be notarized, authenticated by a municipality, Slovak consulate abroad or relevant body of a foreign country on condition that it is superlegalized or apostilled in accordance with the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents. Clients that cannot read and write may be requested to act and sign in the form of an official record.

### **3.4. DOCUMENTS SUBMITTED TO THE BANK**

We may request that You submit to Us originals or notarized copies of all documents. We have the right to make electronic or paper copies of the submitted documents. Documents submitted to Us must be current. We are authorized to refuse documents older than 3 months. We are authorized to request from You that the documents issued abroad are superlegalized or apostilled in accordance with the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents. We may request that You translate the documents in foreign language to Slovak for Us (sworn translation). We may assess the sufficiency and trustworthiness of documents presented as a proof of authorization or statement of facts at our sole professional discretion.

### **3.5. YOUR INSTRUCTION**

All your Instructions and notices should be clear and definite. If anything is unclear to Us, We may request that You confirm or clarify your Instruction or notice which may result in postponement of the Instruction execution.

We may refuse to execute your Instruction, if:

- a) your Instruction is not clear, definite, duly served on Us or confusing or We doubt the Instruction genuineness,
- b) We doubt the Instruction genuineness, correctness, completeness or validity of underlying documents or information submitted with your Instruction,
- c) We doubt your identity or the identity of your agent or their authorization to act and sign on your behalf,
- d) We suspect that the Instruction execution would be in violation of these Terms and Conditions, Special Conditions, a Banking Deal contract or legal regulations,
- e) at our sole discretion, the Instruction contradicts good morals and fair business practices,
- f) We suspect that by the Instruction execution a crime would be committed,
- g) at our discretion, its execution may result in a conflict of interests between the account owner and the persons authorized to dispose of the account, including persons carrying out the duties of your statutory body or authorized agent.

We are authorized to refuse to execute your Instruction at our sole discretion if your signature as account owner or the signatures of authorized persons in the Instruction do not correspond with the signature(s) in the signature specimen or with the pre-agreed manner of signing, or if your Instruction is not given in the form and manner agreed on with Us in the Banking Deal contract.

## **4. CURRENT AND DEPOSIT ACCOUNTS**

### **4.1. CURRENT ACCOUNT**

#### **4.1.1. Current account opening and maintenance**

We open and maintain current accounts for You in the euro currency or foreign currency which We notify by Publishing. We open current accounts for only one account owner. Unless We and You agree on otherwise, a current account is deemed open on the current account contract date. A current account contract is concluded for a definite period of time. A current account We maintain for You as natural person is exclusively for your personal needs, You must not use it for business purposes. Your current account is registered in your name and surname, trade name or descriptive name. Every current account has a unique number assigned to it by Us. If We have not agreed on the currency of your current account in the Banking Deal contract, the current account is in the euro currency. We may refuse handling a current account in another currency when the current account was open in the euro currency. If You are a natural person, We will provide You with the information and contractual terms of your current account

contract under which We maintain your current account at your request.

#### **4.1.2. Minimum deposit and minimum balance**

Upon a current account opening, You should deposit a minimum deposit in the current account. The balance in your current account should not drop below the minimum balance required throughout the period of the account existence. We notify the minimum deposit and minimum balance by Publishing. We may refuse to handle a current account where such handling would lead to a decrease of the account balance below the current minimum balance. We may use the minimum balance to settle our claims vis-à-vis You and to effectuate corrective clearing.

#### **4.1.3. Payment of pension benefits to a current account**

The payment of pension benefits by the provider of pension benefits that You receive as a natural person (hereinafter referred to as the "pension benefits recipient") can be executed, under the conditions set by the pension benefits provider for benefits payment, to a current account maintained in euro currency:

- a) owned or co-owned by You as the pension benefits recipient, or
- b) owned by your spouse, provided that the account owner gives his/her consent to the payment of pension benefits to his/her current account, or
- c) owned, in the case of an orphan's pension, by the legal representative or special recipient under the applicable legal regulations.

The person under letter a), b) and/or c) of this paragraph agrees that We are authorized, based on the written request by the pension benefits provider, to return to the pension benefits provider the amount that has been paid to the current account of the pension benefits provider unlawfully, for the period during which the pension benefits provider ceased to meet the conditions for entitlement to receive pension benefits, including in the event of death of the account owner and/or pension benefits recipient.

The person under letter a), b) and/or c) of this paragraph and/or the person disposing of the current account and/or the legal representative undertakes to return to the current account without undue delay the amount that was paid to the benefits recipient unlawfully, from the day s/he learnt about the death of the pension benefits recipient and for the period during which such person ceased to meet the conditions for entitlement to receive the pension benefits.

## **4.2. SERVICE PACKAGES (VÚB ACCOUNTS)**

We offer maintenance of current accounts and related services at a discounted price within service packages (VÚB accounts), provided in the Price List.

### **4.2.1. VÚB Account and VÚB Magnifica Account**

We offer VÚB Account or VÚB Account Magnifica service packages for a current account in euro currency to You as a natural person.

#### **4.2.1.1. Loyalty bonus**

We give You, the owners of accounts with service packages VÚB Account or VÚB Magnifica Account, a loyalty bonus in the form of discount on the monthly account maintenance fee in the amount and under the terms and conditions set out herein and in the Price List.

Eligibility for the loyalty bonus is determined as follows:

- By ownership of products for which You as account owner are listed first on the first page of the contract on the basis of which We maintain a current account for You and simultaneously listed first on the first page of contracts on the basis of which We provide You with products that are taken into account for the purposes of the loyalty bonus awarding;
- By the total of cleared credit transactions – all credit transactions credited to a current account with service packages VÚB Account or VÚB Magnifica Account, save for payment transactions between your own accounts, use of credits, proceeds from the sale of securities (including mutual fund certificates), interest income, returned fees and payment transactions and other pays and overnight payment transactions;
- Consumer credits used – consumer credits and termed consumer credits regardless of product labelling;
- Housing loans used mean mortgage loans or housing loans secured by real property regardless of product labelling;
- Insurance: life insurance La Vita by Generali Poist'ovňa, a. s. intermediated by Us, provided that You as account owner are listed first on the first page of the contract on the basis of which We maintain a current account for You and simultaneously the insured person. Only insurance policies for which at least the first premium has been paid and simultaneously accepted by the insurance company are taken into account for the purposes of the loyalty bonus awarding.

The loyalty bonus is credited to the current account for which the loyalty bonus has been awarded, not later than on the 15th day of the next month following the month in which the requirements were met. If your account is closed

in the meantime before the loyalty bonus is credited to the account, You will not be eligible to receive the loyalty bonus for the previous month. If You own several products within one product group, the condition relating to the required number of products for awarding the loyalty bonus is deemed to be met only once. Also, the condition in the case of a group of used consumer and mortgage loans is deemed to be fulfilled if You repay Your loans from the product group duly and on time.

#### **4.2.1.2. VÚB Account at a discounted price**

If You are aged 15 to 19, We will provide You with service package VÚB Account at a discounted price for students automatically. If You are aged 20 to 26, We will provide You with service package VÚB Account at a discounted price for youth automatically. We will provide You with service package VÚB Account at a discounted price for students if You are aged 20 to 26, on condition that You present Us with a confirmation of enrolment in a school. For the purposes of this section hereof, a student means a full-time or part-time student enrolled in a primary school, high school or college/university.

In order to benefit from VÚB Account at a discounted price for students also after the age of 20, You should present Us with your confirmation of enrolment in a school on the last day of the second month after your 20th birthday at the latest-, otherwise We will change your VÚB Account for students to VÚB Account for youth after the said day. You may present Us with your confirmation of enrolment in a school anytime during the existence of your VÚB Account for youth, if it is so, We will change your VÚB Account for youth to VÚB Account for students from the month in which You present Us with your confirmation of enrolment in a school. We will stop service package VÚB Account at a discounted price under this section hereof from the month of your 27th birthday. You may have one VÚB Account for students or one VÚB Account for youth.

##### **4.2.1.2.1. VÚB Account for Youth at a discounted price**

If You are a natural person aged 0 to 14, We will provide You with the service package VÚB Account for youth at a discounted price for a current account in euro currency. You are entitled to the opening and maintenance of only one VÚB Account for youth at a discounted price. The VÚB Account for Youth at a discounted price will automatically transform to VÚB Account for students at a discounted price from the calendar month following the month in which the owner of the VÚB Account for youth at a discounted price reaches the age of 15 years.

#### **4.2.2. Senior Account**

If You are a natural person receiving a retirement pension, We will provide You with Senior Account service package for a current account in euro currency. We may unilaterally change a current account with the Senior Account service package to a VÚB Account if retirement pension is not credited to the current account with the Senior Account service package for longer than two consecutive calendar months. In the case of change pursuant this paragraph, We will proceed in accordance with par. 18.1 of these Terms and Conditions. You may have only one current account with service package Senior Account.

#### **4.2.3. Basic Banking Product and Basic Payment Account**

If You are a natural person, We will provide You with service packages Basic Banking Product and Basic Payment Account for a current account in the euro currency on condition that the requirements stipulated by legal regulations are met throughout the contract duration. The Basic Banking Product and Basic Payment Account are firmly set product and service packages, set out in the Price List.

#### **4.2.4. Special Debtor's Account**

If You are declared bankrupt, We will provide You with service package Special Debtor's Account for a current account. Only the bankruptcy trustee appointed by the court may open such an account in your name and on your account. The Special Debtor's Account is a firmly set product and service package, charged at the rate stipulated by legal regulations. When the period stipulated by legal regulations from the date of the Special Debtor's Account opening lapses, We will inform You about the Special Debtor's Account closure and possibility of payment or transfer of the account balance and about the option to change the Special Debtor's Account to other type of account. In the case of change pursuant this paragraph, We will proceed in accordance with par. 18.1 of these Terms and Conditions.

#### **4.2.5. VÚB Business Account and Flexi Business Account**

If You are a legal person and meet our requirements (in particular if your yearly turnover for the past year does not exceed EUR 1 million), We will provide You with service package VÚB Business Account for a current account. We reserve the right to unilaterally change the provided service package VÚB Business Account to service package Flexi Business Account without stating the reason if our requirements for service package VÚB Business Account

have not been met in the past year of the account existence.

If You are a legal person and meet our requirements (in particular if your yearly turnover for past year exceeds EUR 1 million), We will provide You with service package Flexi Business Account for a current account. We reserve the right to unilaterally change the provided service package Flexi Business Account to service package VÚB Business Account if our requirements for service package Flexi Business Account are not met in the past year of the account existence.

We proceed in accordance with section 18.1 hereof upon a change under this section hereof.

#### **4.2.6. Switching to another service package**

You may apply for a switch of service package or modification of your service package composition at any Point of Sale. Unless otherwise set out in a special regulation, We will effectuate the switch or modification on the first day of the next calendar month after the month in which We have received your request for a switch or modification at the latest. However, if You apply for a switch of service package or modification of your service package composition on the last days of the calendar month that are not Bank Days, We will effectuate the switch or modification on the first day of the second calendar month of the month in which We have received your request for a switch or modification at the latest unless a special regulation stipulates otherwise. If your service package composition modification request includes addition or omission of a card account for a payment card, the modification may take effect also later than provided in this section hereof.

#### **4.2.7. Change of Basic Banking Product**

If You breach any condition stipulated by legal regulations for the Basic Banking Product offering during the term of your contract with Us, We will automatically change your Basic Banking Product to Basic Payment Account with basic functions, with the products and services package set out in the Price List. If You fail to meet any requirement stipulated by legal regulations for being provided Payment Account with basic functions, We will automatically change your Basic Banking Product to VÚB Account. In the case of change pursuant this paragraph, We will proceed in accordance with par. 18.1 of these Terms and Conditions.



## **4.3. SAVINGS ACCOUNT**

### **4.3.1. Basic conditions**

For a current account with service package Flexi Business Account, VÚB Business Account, VÚB Account or VÚB Magnifica Account, We maintain for You, on the basis of a contract, a special account with product name Savings Account. For a current account with service package VÚB Account or VÚB Magnifica Account, We maintain for You, on the basis of a contract, a special account in the euro currency with product name Savings Account for Mortgage. We maintain for You one Savings Account at the maximum for one current account with service package Flexi Business Account or VÚB Business Account. We maintain for You five Savings Accounts for one current account with service package VÚB Account or VÚB Magnifica Account at the maximum or four Savings Accounts and simultaneously one Savings Account for Mortgage at the maximum. Unless otherwise set out in section 4.3 hereof, the provisions hereof apply to Savings Accounts and Savings Accounts for Mortgage. SMS notifications of clearing cannot be set for a Savings Account or Savings Account for Mortgage.

#### **4.3.1.1. Basic conditions for maintaining a Savings Account for Youth**

For a current account with package VÚB Account for youth at a discounted price, We maintain for You, on the basis of a contract, a separate account in euro currency with the product label "Savings Account for Youth". For a current account with package VÚB Account for Youth at a discounted price, it is not possible to open a separate account with product label "Savings Account for Mortgage". For a current account with package VÚB Account for Youth at a discounted price, we maintain a maximum of five Savings Accounts or a maximum of four Savings Accounts and one Savings Account for Youth. Unless otherwise stipulated in section 4.3, the Savings Account for Youth is governed by the provisions hereof on current accounts. SMS notifications of clearing cannot be set for a Savings Account for Youth.

#### **4.3.1.2. Basic conditions for maintaining a Senior Savings Account**

For a current account with Senior Account service package, We maintain for You, on the basis of a contract, a separate account in euro currency with the product label "Senior Savings Account". For one current Senior Account, we maintain a maximum of one savings account with product label Senior Savings Account. Unless otherwise stipulated in section 4.3, the Senior Savings Account is governed by the provisions hereof on current accounts. SMS

notifications of clearing cannot be set for a Senior Savings Account.

### **4.3.2. Savings Account funds handling**

You may transfer funds from a Savings Account or Savings Account for Mortgage maintained for the account owner - natural person - exclusively to the current account for which We have opened and maintain that Savings Account; You may accept transfers to that Savings Account or Savings Account for Mortgage without restrictions. You may transfer funds from a Savings Account maintained for the account owner - legal person - exclusively to the current account for which We have opened and maintain that Savings Account; You may accept transfers to that Savings Account exclusively from the current account for which We have opened and maintain that Savings Account. The same signature specimen applies to a Savings Account and Savings Account for Mortgage as the signature specimen for current account for which We have opened that Savings Account.

#### **4.3.2.1. Handling of the funds on a Savings Account for Youth**

You may transfer funds from a Savings Account for Youth exclusively to the current account for which We have opened and maintain that Savings Account for Youth; You may accept transfers to that Savings Account for Youth without restrictions. The same signature specimen applies to a Savings Account for Youth as the signature specimen for current account for which We have opened that Savings Account for Youth.

#### **4.3.2.2. Handling of the funds on a Senior Savings Account**

You may transfer funds from a Senior Savings Account exclusively to the current account for which We have opened and maintain that Senior Savings Account; You may accept transfers to that Senior Savings Account without restrictions. The same signature specimen applies to a Senior Savings Account as the signature specimen for current account for which We have opened that Senior Savings Account.

### **4.3.3. Interest bearing**

#### **4.3.3.1. Savings Account**

Your funds on your Savings Account bear interest at the basic interest rate corresponding with the amount of funds in accordance with the current interest rates notified by Publishing. In addition, You may benefit from a bonus interest rate in accordance with the current interest rates

notified by Publishing, after meeting the following requirements:

- a) no debit transaction made in the relevant calendar month from your Savings Account, and simultaneously;
- b) the total of credit transactions in your Savings Account in the relevant calendar month is EUR 20 at the minimum and EUR 1000 at the maximum.

The balance on your Savings Account bears daily interest that is credited monthly. You may obtain information about the interest credited to your Savings Account also via the Internet Banking or Mobile Banking. We will credit the bonus interest funds to your Savings Account always in the calendar month following after the calendar month in which the requirements for the bonus interest awarding have been met, within 15 calendar days of the beginning of that following calendar month at the latest. If You cancel the Savings Account before the date of crediting of the bonus interest, Your entitlement to such bonus interest for the previous month shall expire also in case You met the above conditions in the previous month. The bonus interest is calculated on the basis of the remaining balance in the calendar month in which the requirements for the bonus interest awarding have been met, and credited to the Savings Account.

#### **4.3.3.2. Savings Account for Mortgage**

Your funds in your Savings Account for Mortgage bear interest at the basic interest rate corresponding to the amount of funds in accordance with the current interest rates notified by Publishing. In addition, You may benefit from a bonus interest rate in accordance with the current interest rates notified by Publishing, upon meeting the following requirements:

- a) one debit transaction at the maximum made in the relevant calendar month from your Savings Account for Mortgage, and
- b) the total of credit transactions in your Savings Account for Mortgage in the relevant calendar month is EUR 20 at the minimum and EUR 1,000 at the maximum, and
- c) You as owner of the Savings Account for Mortgage are listed as first borrower in the mortgage loan/housing loan contract regardless of the product label, concluded with the Bank, which was used in accordance with the contract terms (in the event of drawdown in tranches, this condition is deemed met upon the first tranche drawdown), and such loan is repaid in a due and timely manner.

The balance on your Savings Account for Mortgage bears daily interest that is credited monthly. You may obtain information about the interest credited to your Savings Account for Mortgage also via Internet Banking or Mobile Banking. We will credit the bonus interest funds to your

Savings Account for Mortgage always in the calendar month following after the calendar month in which the requirements for the bonus interest awarding have been met, within 15 calendar days of the beginning of that following calendar month at the latest. If You cancel the Savings Account for Mortgage before the date of crediting of the bonus interest, Your entitlement to such bonus interest for the previous month shall expire also in case You met the above conditions in the previous month. The bonus interest is calculated on the basis of the remaining balance in the calendar month in which the requirements for the bonus interest awarding have been met, and credited to the Savings Account for Mortgage.

#### **4.3.3.3. Savings Account for Youth**

Your funds in your Savings Account for Youth bear interest at the basic interest rate corresponding to the amount of funds in accordance with the current interest rates notified by Publishing. In addition, You may benefit from a bonus interest rate in accordance with the current interest rates notified by Publishing, upon meeting the following requirements:

- a) no debit transaction was made in the relevant calendar month from your Savings Account for Youth, and simultaneously
- b) the total of credit transactions in your Savings Account for Youth in the relevant calendar month is EUR 20 at the minimum and EUR 1,000 at the maximum.

The balance on your Savings Account for Youth bears daily interest that is credited monthly. You may obtain information about the interest credited to your Savings Account for Youth also via Internet Banking or Mobile Banking. We will credit the bonus interest funds always in the calendar month following after the calendar month in which the requirements for the bonus interest awarding have been met, within 15 calendar days of the beginning of that following calendar month at the latest. If You cancel the Savings Account for Youth before the date of crediting of the bonus interest, Your entitlement to such bonus interest for the previous month shall expire also in case You met the above conditions in the previous month. The bonus interest is calculated on the basis of the remaining balance in the calendar month in which the requirements for the bonus interest awarding have been met, and credited to the Savings Account for Youth.

The Savings Account for Youth will automatically transform to Savings Account from the calendar month following the month in which the owner of the Savings Account for Youth reaches the age of 15 years. The account will be automatically transformed after the day the entitlement for awarding the bonus interest is assessed and not later than

within 15 calendar days from the beginning of the next calendar month.

#### **4.3.3.4. Senior Savings Account**

Your funds in your Senior Savings Account bear interest at the basic interest rate corresponding to the amount of funds in accordance with the current interest rates notified by Publishing. In addition, You may benefit from a bonus interest rate in accordance with the current interest rates notified by Publishing, upon meeting the following requirements:

- a) no debit transaction was made in the relevant calendar month from your Senior Savings Account, and
- b) the total of credit transactions in your Senior Savings Account in the relevant calendar month is EUR 20 at the minimum and EUR 1,000 at the maximum, and
- c) You as owner of the Senior Savings Account are owner of the current Senior Account.

The balance on your Senior Savings Account bears daily interest that is credited monthly. You may obtain information about the interest credited to your Senior Savings Account also via Internet Banking or Mobile Banking. We will credit the bonus interest funds always in the calendar month following after the calendar month in which the requirements for the bonus interest awarding have been met, within 15 calendar days of the beginning of that following calendar month at the latest. If You cancel the Senior Savings Account before the date of crediting of the bonus interest, Your entitlement to such bonus interest for the previous month shall expire also in case You met the above conditions in the previous month. The bonus interest is calculated on the basis of the remaining balance in the calendar month in which the requirements for the bonus interest awarding have been met, and credited to the Senior Savings Account.

#### **4.3.4. Flexi Saving**

Flexi Saving is a service that ensures rounding of each payment transaction made by payment card at merchants according to the rounding of your choice and transferring of the difference between the payment transaction amount and rounded amount to the Savings Account without charge.

#### **4.3.5. Flexi Transfer**

Flexi Transfer is a kind of automatic transfer that maintains your current account balance according to the limit pre-set by You (rounded to tens, EUR 30 at the minimum). If your current account balance drops below the limit pre-set by You by an amount higher than the minimum amount of

transfer, your current account will be replenished from your Savings Account with the minimum amount of transfer pre-set by You (rounded to the nearest whole, EUR 3 at the minimum). If your current account balance exceeds the limit pre-set by You by an amount higher than the minimum amount of transfer, funds amounting to the minimum amount of transfer pre-set by You (rounded to the nearest whole, EUR 3 at the minimum) will be transferred from your current account to your Savings Account.

When calculating the balance above, We take into consideration also the debit SEPA payments, i.e. if there is no sufficient balance in your current account to make those payments, funds will be transferred from your Savings Account in the amount corresponding with the amount of all the SEPA payments due and once settled, the balance amounting to the limit pre-set by You.

If You have an overdraft current account, funds above are transferred once a day, overnight, in which case the remaining balance of your own disposable funds is deemed balance amounting to the limit pre-set by You under this section hereof.

Flexi Transfer may be provided only for transfers between a current account with service package VÚB Account, VÚB Magnifica Account, Flexi Business Account or VÚB Business Account and Savings Account. Flexi Transfer and Flexi Saving cannot be provided concurrently for the same account.

### **4.4. DEPOSIT ACCOUNT**

#### **4.4.1. Deposit account opening and maintenance**

We open and maintain for You deposit accounts that are notified by Publishing. We open deposit accounts only for one account owner. A deposit account is deemed open on the deposit contract date. A minimum deposit is necessary to open a deposit account. The deposit account balance must not drop below the current minimum balance throughout the account existence. We notify the current minimum deposit, current minimum balance, permitted fixed periods and deposit currencies by Publishing.

#### **4.4.2. Deposit fixed term**

Deposits are fixed for a pre-agreed term. For selected deposits, where expressly notified by Publishing, the fixed term cannot be changed. For other deposits, You may apply for a fixed term change in writing at any Point of Sale anytime, save for the payability date of the term deposit. A fixed term change enters to force on the next renewal date of the deposit fixed term and applies only to fixed periods notified by Publishing.

#### **4.4.3. Opening deposit, additional deposit and deposit increase**

Opening deposit means a deposit credited to a deposit account upon the deposit account opening at the latest within 14 calendar days from the deposit account opening, whereas such deposit must be at least at the minimum deposit amount. A deposit in a deposit account on the fixed period renewal date is deemed opening deposit, as well.

Additional deposit means a deposit credited to the deposit account after the opening deposit during the fixed period. Interest credited to the account during the fixed period is deemed additional deposit, as well. During a fixed period You may credit a deposit account with an additional deposit 195 times at the maximum. The fixed period of the additional deposit will start to run from the date of depositing and end on the last day of the fixed period of the opening deposit. Additional deposits bear interest at the interest rate corresponding with the nearest shorter fixed term notified by Publishing than the additional deposit fixed term, applicable on the day of the additional deposit crediting. Additional deposits cannot be credited to selected deposit accounts provided herein or in Special Conditions or by Publishing.

#### **4.4.4. Premature deposit withdrawal**

Unless otherwise provided herein, in Special Conditions or by Publishing, You may withdraw the entire deposit or a part thereof from your deposit account anytime throughout the contract term. Withdrawal of the entire deposit or a part thereof from your deposit account before the end of the pre-agreed fixed term is deemed premature deposit withdrawal. Upon premature deposit withdrawal, You should pay a penalty consisting in the amount of interest per number of days notified by Publishing. If You have requested that the interest from your deposit account be credited to your current account, We may charge a penalty upon premature withdrawal in accordance with the preceding sentence also on the deposit principal.

#### **4.4.5. Deposit handling on due date**

On the end date of the pre-agreed fixed term, You may withdraw your funds from the deposit account without a penalty. If that day falls on other day than a Bank Day, You may withdraw your funds from the deposit account without a penalty also on the next Bank Day.

#### **4.4.6. Term deposit renewal**

On the end date of the pre-agreed fixed term, the fixed term will be renewed automatically for the fixed term agreed on in the contract provided that on the end date of the pre-

agreed fixed term at the latest You do not withdraw the entire deposit but only a part thereof while the deposit account balance remains above the minimum required balance or You do not request that your deposit account be closed at least one Bank Day before the end date of the pre-agreed fixed term. If the fixed term is renewed, your deposit will bear interest at the rate applicable on the renewal date. If You request non-renewal of your deposit, your account will be closed upon expiry of the agreed fixed period, and the balance will be handled in accordance with sub-section 4.6.1 hereof.

### **4.5. PERSONS AUTHORIZED TO HANDLE YOUR ACCOUNTS**

#### **4.5.1. Signature specimen**

Persons authorized to handle a current account or deposit account and the funds in those accounts are: the account owner, their representatives and persons designated in the signature specimen. Signature specimen is a document for your identification as account owner and identification of persons acting and signing on your behalf. If your signature specimen contains your handwritten signature and handwritten signatures of persons acting and signing on your behalf, the signature should contain personal characteristics with individual features. You need to provide your signature specimen on our form.

By designation of persons in the signature specimen You authorize those persons to handle the designated accounts and funds in the accounts to the extent under section 4.5.2 hereunder without restrictions or with restrictions You expressly state. Parallely, You need to state in the signature specimen whether one or several authorized persons are authorized to act and sign individually and/or jointly and designate the manner of communication (Point of Sale, Internet Banking or service Kontakt) to which the signature specimen applies. If You select "acting and signing jointly", it means that the administrator's, owner's or financial transactions should be carried out by the authorized person always jointly with another authorized person. If You select "acting and signing jointly", it means that the administrator's, owner's or financial transactions should be carried out by authorized persons in the signature specimen jointly and/or by designated combinations of authorized persons. You cannot select joint acting and signing by several authorized persons for communication via the Nonstop Banking. You may designate the maximum daily limit of funds in your account a person authorized to communicate via the Nonstop Banking is allowed to handle. Funds in your current account may be handled also by payment card.

#### **4.5.2. Scope of acting and signing by authorized persons**

You may select the scope of acting and signing by authorized persons as one or several following authorizations:

##### **Administrator's transactions (A)**

Administrator's transactions authorize the authorized person to designate, change or dismiss authorized persons authorized to handle the account, including the scope and manner of their acting and signing, to set, change or cancel limits and other restrictions that apply to the account funds handling.

##### **Owner's transactions (M)**

Owner's transactions authorize the authorized person to conclude, change and terminate Banking Deal contracts related to the account (save for loan contracts), change the conditions of the account maintenance (save for administrator's transactions), close the account, request and receive bank confirmations, receive information about the account including information about products and services offered with the account. maintenance including information about products and services offered with the account.

##### **Financial transactions (F)**

Financial transactions authorize the authorized person to withdraw and transfer funds from the account including Direct Debit Authorization, request and use a checkbook for the account.

##### **Informative transactions (I)**

Informative transactions authorize the authorized person to obtain information about balance, account transactions and declined payment transactions as well as about the conditions of the account maintenance including information about products and services offered with the account.

##### **Other transactions (O)**

Other transactions authorize the authorized person to place payment orders from the account, signed by the authorized person in accordance with the signature specimen, submit requests, contracts (save for loan contracts) and other documents signed by the authorized person in accordance with the signature specimen, make cash withdrawals from the account after submitting a document signed by the authorized person in accordance with the signature specimen, make cash deposits in the account where the deposit transaction fee will be charged from the given account, receive the account statements, confirmations and other messages related to the account. You as authorized person authorized to make "other transactions"

should submit only documents signed before You by the authorized person named in such a document. Authorization to "other transactions" may be given only for communication via a Point of Sale.

#### **4.5.3. Amendment of signature specimen**

You should notify Us without undue delay of any change to the list of persons authorized to act and sign on your behalf according to the signature specimen including changes of their data and scope or manner of their acting and signing. Any such change will take effect no later than on the next Bank Day after the receipt of a notification of change. If a representative acts and signs on behalf of a minor, the authorization of such a legal representative expires on the 18th birthday of the minor unless We agree on otherwise.

#### **4.5.4. Death of account owner**

If a trustworthy certificate of death of the sole account owner is served on Us, We will not allow for the account handling until We receive a probate decision in force, unless otherwise stipulated by special legal regulations. By the death of the sole account owner, the authorization of persons authorized to act and sign in accordance with the signature specimen on behalf of that person expire. We will block and cancel all the payment cards issued for the account and block access to the account via the Nonstop Banking.

### **4.6. CLOSING OF CURRENT ACCOUNT AND DEPOSIT ACCOUNT**

#### **4.6.1. General provision on contract termination**

Unless special legal regulations stipulate otherwise, the contract on the basis of which We maintain a current or deposit account for You expires by a written agreement between You as account owner and Us, as of the date set out in such an agreement, by termination by Us or You as account owner upon the notice period expiry or by termination by You due to reasons hereunder.

When the contract on the basis of which We maintain a current or deposit account for You expires:

- a) the account We maintain for You on the basis of the contract will be cancelled,
- b) the contracts You have concluded with Us on the basis of or in relation to the contract on the basis of which We maintain a current or deposit account for You (related contracts) will terminate,
- c) all our claims vis-à-vis You arising out of the contract on the basis of which We maintain a current or deposit account for You and of the related contracts will become payable.

As of the date of the account closing at the latest, we should fulfil our mutual obligations and claims arisen out of the contract on the basis of which We maintain a current or deposit account for You and of the related contracts. You consent that after You or Us serve a notice of termination, We will be authorized to terminate products or services under related contracts unless special legal regulations stipulate otherwise.

Unless special legal regulations stipulate otherwise, during the existence of reasons under section 10.4 You cannot amend or terminate the contract on the basis of which We maintain the account or deposit. If You serve a termination notice on Us despite the above, the notice will take effect only after those reasons cease to exist.

After the closing of the current account or deposit account, We will handle the balance in accordance with your written Instruction. If You do not instruct us how to handle the balance or You chose to take over the balance in cash but You failed to do so, We will transfer the balance to your registration account and register it until the expiry of the period of limitations without interest charging.

#### **4.6.2. Termination by You**

Unless special legal regulations, our agreement, these Terms and Conditions or Special Conditions stipulate otherwise, You may terminate the contract on the basis of which We maintain a current or deposit account for You in writing without stating the reason with one-month notice that will start to run on the day when the termination notice is served. You may terminate the contract on the basis of which We maintain a deposit account for You also via the Nonstop Banking if applicable.

If You have debit payment cards for your current account, You need to cancel them and return them to Us no later than 14 days before the account closing; otherwise, We will cancel the payment cards unless special legal regulations stipulate otherwise. If You have a checkbook for your current account, You need to return it to us no later than 5 days before the account closing.

#### **4.6.3. Termination by Us**

Unless special legal regulations stipulate otherwise, We may terminate the contract on the basis of which We maintain a current account for You without stating the reason with 15-day notice if You are a legal person and two-month notice if You are a natural person. The notice period starts to run:

a) on the day of the termination notice receipt by You if no payment card has been issued for the account,

b) on the 15th day of the day of the termination notice receipt by You if a payment card has been issued for the account.

If You are not a natural person and We terminate the contract on the basis of which We maintain the current account for which a loan has been granted under a separate contract, the notice period for the contract on the basis of which we maintain the account may not expire before the notice period for the contract under which a loan has been provided to You.

Unless special legal regulations stipulate otherwise, We may terminate the contract on the basis of which We maintain a current account for You if You have violated these Terms and Conditions, with two-month notice that starts to run on the first day of the calendar month following after the month in which the termination notice has been served.

We may terminate the contract on the basis of which We maintain a deposit account for You without stating the reason, with the effective date being the end of the calendar month following after the month in which the termination notice has been served.

#### **4.6.4. Withdrawal**

Unless special legal regulations stipulate otherwise, We may withdraw from the contract on the basis of which We maintain a current or deposit account for You, or cancel a deposit in the event of a serious breach of your obligations on your part. The contract on the basis of which We maintain a current or deposit account for You will terminate on the day when a notice of withdrawal is given to You. Our notice of account or deposit closing is deemed withdrawal, as well. The following constitutes a serious breach of the contractual obligations:

- a) withdrawal of all the funds from the deposit account or the deposit account or savings book balance drops below the minimum balance required for a deposit account or savings book,
- b) within one month of the account opening, the minimum deposit is not credited to the current account or deposit account,
- c) the account is in unauthorized overdraft without our consent and You fail to settle the overdraft within the given period,
- d) the current account balance is less than the minimum balance required for a current account for longer than 6 months,
- e) We have a substantiated suspicion that your actions contradict or circumvent legal regulations or are in contradiction to good morals or fair business practices,

- f) You have repeatedly or materially breached these Terms and Conditions, Special Conditions, the contract on the basis of which We maintain an account for You or any other contract in place between You and Us,
- g) You have provided incorrect, incomplete or misleading information about your financial situation,
- h) your financial situation has changed to the extent that may endanger or negatively impact your ability to fulfil your obligations vis-à-vis Us,
- i) You have settled your financial obligations vis-à-vis other creditors or You have offered them a security and thereby diminished your ability to fulfil your obligations vis-à-vis Us,
- j) a petition for execution or execution of judgment has been filed against you,
- k) a petition for declaration of bankruptcy has been filed or bankruptcy or restructuring proceedings against You have commenced,
- l) You have not consented to amendment of a Banking Deal contract or amendment of these Conditions under section 18.1. hereof.

## 5. CASH PAYMENT SERVICES

### 5.1. INTRODUCTION

You can make cash transactions under the conditions set out by Us, as follows:

- a) by cash deposit at a Point of Sale in an account/savings book maintained by Us,
- b) by cash deposit in the euro currency in our selected ATMs marked as deposit-enabled ATM,
- c) by cash withdrawal at a Point of Sale from an account/savings book maintained by Us,
- d) by cash withdrawal in the euro currency by payment card from our ATMs,
- e) by cash exchange at a Point of Sale,
- f) by cheque drawn up to be redeemed in cash from an account maintained by Us.

We offer cash payment services in the euro currency and in the foreign currency for which the cash exchange rate is displayed in our foreign exchange rates list.

### 5.2. CONDITIONS OF CASH DEPOSITS AND WITHDRAWALS

You may withdraw cash from your account up to the amount of the account balance available. You need to notify Us in advance of cash withdrawals exceeding the amount notified by Publishing, observing the manner and periods notified by Publishing, otherwise We may decline your cash withdrawal request. You may cancel such a withdrawal

order one Bank Day before the ordered withdrawal date before the end of working hours of the Point of Sale at which the withdrawal is to take place at the latest. If You fail to make the ordered withdrawal, We will charge You a fee.

When making cash payment transactions at the instruction of a third party (payer) to be credited to your account, We are authorized to charge You a fee for cash deposit, charged from your account to which the cash payment is to be credited unless We agree on otherwise.

When making cash payment transactions, We are authorized to request that our prescribed forms be used. The forms are available at Points of Sale. By your signature in the payment order slip You consent to the cash payment transaction execution. When making cash withdrawals, You confirm the cash receipt by your signature in the payment order slip. You are responsible for the correctness of information provided in the payment order slip. When making a deposit or exchange, We may request that You fill in a cash register summary of individual nominal values. You need to submit the cash to be deposited in the account or exchanged sorted out according to nominal values unless We agree on otherwise. We reserve the right to set out and modify the nominal value composition of the cash withdrawn by You from your account.

### 5.3. CASH PAYMENT TRANSACTIONS IN FOREIGN CURRENCY

Unless We agree on otherwise, cash deposits and withdrawals from an account in a foreign currency are executed in the foreign currency of the account.

We reserve the right to refuse to execute:

- a) an exchange transaction from one currency to another,
- b) an exchange of higher nominal values in a foreign currency to lower nominal values or vice versa,
- c) a deposit in a foreign currency in an account maintained in another foreign currency or in the euro currency,
- d) a deposit in coins in a foreign currency in an account.

In the event of insufficient cash available in the requested foreign currency upon the withdrawal making, We are authorized to pay You, with your consent, the counter-value corresponding with your cash withdrawal request also in another foreign currency or in the euro currency according to the cash options available at the Point of Sale.

### 5.4. CONVERSION

We use our exchange rates to translate between foreign currencies or to translate a foreign currency to the euro

currency. To translate an amount exceeding the limit notified by Publishing, We will use our individual exchange rate.

## 5.5. OTHER PROVISIONS

You as payment card holder may deposit cash in our selected ATMs only in banknotes in euro currency in the account maintained by Us in euro currency and by any payment card issued to You as the payment card holder for that account. The maximum daily limit under the previous sentence is 14,995 euros regardless of the number of deposits made and the number of payment cards used for that purpose by You as the holder of these payment cards issued for that account.

We may enable You as account owner to make a deposit at Points of Sale in your account also on the basis of a guarantee statement in which case We will approve the cash deposit also in your absence.

We may enable You, if You are a legal person and meet our requirements, on the basis of a separate contract, to make designated cash payment transactions at Points of Sale using closed one-time safebags. We may enable You, if You are a legal person and meet our requirements, on the basis of a separate contract, to make designated cash payment transactions at designated Points of Sale using a sealed case and via a night safe.

At selected Points of Sale, You may deposit funds or exchange coins in euro currency using a self-service technical device for accepting coins.

## 5.6. CLEARING

In the event of a cash withdrawal, We debit the funds from the account using the cash exchange rate of the withdrawal date. In the event of a cash deposit, We credit the funds to the account using the cash exchange rate of the deposit date, or in accordance with a contract in place.

## 6. NON-CASH PAYMENT SERVICES

### 6.1. GENERAL PROVISIONS ON PAYMENT SERVICES

#### 6.1.1. General provisions on payment orders

We execute wire payment transactions on the basis of an order for:

- a) payment (one-time, repeated),
- b) direct debit.

Your payment order should be submitted:

- a) in writing at a Point of Sale on paper or on another durable medium;
- b) by payment card,
- c) via beneficiary (in the case of SEPA direct debit),
- d) via the Nonstop Banking, MultiCash, H2H or InBiz service,
- e) via our selected ATMs with function "payment order",
- f) via selected payment terminals with function "payment of bills",
- g) via Payment Initiation Service Provider, under the conditions stipulated by legal regulations,
- h) otherwise, as pre-agreed between us in advance.

We do not accept payment orders submitted by mail unless otherwise pre-agreed between us in writing. If You submit a payment order in writing, You need to submit it using our current forms or templates; You may use other payment order forms or templates only if they contain the mandatory elements of a payment order. A payment order submitted in writing must be legibly completed on a typing machine or computer or in block letters. The payment order issue date must not be later than the date of the payment order submitting to Us. You are responsible for the correctness of information in a payment order. Unless otherwise stipulated by legal regulations or these Terms and Conditions, We will debit funds from your account only on the basis of your payment order.

Payment transactions may be made up to the account balance amount available. We make payment transactions and credit funds to a current account or deposit account unless otherwise provided in the Special Conditions for deposit accounts. We make payment transactions via Other Payment Services Provider exclusively from the payment account designated by You for such a payment services provider under the pre-agreed conditions. You cannot make payments in a foreign currency between two accounts maintained in the euro currency.

If several payment orders and/or SEPA direct debits are payable at the same time or if there is no sufficient balance in the account, We may determine the order of payments unless otherwise set out herein. The same applies if We obtain several payment orders simultaneously.

You may submit a payment order also via self-service boxes at selected Points of Sale; the terms and conditions of use thereof are notified by Publishing. If a payment order submitted via a self-service box does not meet the requirements notified by Publishing, We are authorized to decline the payment order. You may submit only SEPA payment orders within Slovakia via our selected ATMs with the payment order function. You may pay bills or postal



money orders with a barcode via our selected payment terminals with the payment of bills function, marked with VÚB POINT or AXAPay within Slovakia. We will transform your request for a bill payment to a SEPA payment and You can make the payment in cash or by payment card.

### 6.1.2 Mandatory payment order elements

Each payment order should contain the following mandatory elements:

- a) the transfer type (payment or direct debit),
- b) the payer's and beneficiary's information,
- c) the amount or manner of the amount setting,
- d) the payer's consent to the payment order making under the conditions under section 6.1.5,
- e) the stamp of the self-service box with the payment order receipt date if the payment order is submitted via a self-service box.

Further mandatory elements of payment orders for individual transfer types are indicated for individual transfer types.

### 6.1.3. Payment order receipt

A payment order placed on a Bank Day until our Cut-off Time is deemed received in the moment when it is submitted during the working hours. A payment order placed on a Bank Day after our Cut-off Time is deemed received on the next Bank Day at the latest. A payment order placed on a day that is not a Bank Day is deemed received on the next Bank Day. If the marked payment date is not a Bank Day, payment order is deemed received on the next Bank Day.

If a payment order is to be made only after certain conditions have been met or at the end of a certain period (deferred payment order payability), the payment order is deemed received when the said happens. If We receive a payment order and the balance in your account is insufficient at that moment, the payment order is deemed received when sufficient balance is available in the account to execute the payment order.

### 6.1.4. Payment order payability and execution periods

The periods for a payment order execution are counted from the payment order receipt date. The speed of payment order execution depends on national holidays and days of rest in Slovakia and abroad. The final funds crediting to the beneficiary's account depends on the processing periods and working hours of the beneficiary's bank and intermediary/correspondent banks.

A payment order placed on the payment order payability date will be executed on the payment order receipt date provided that it is submitted to Us until our Cut-off Time. A payment order placed on the payment order payability date after our Cut-off Time will be executed on the next Bank Day at the latest. A payment order with the payability date in the future will be executed on the payability date provided in the payment order. If the payment order payability date falls on other day than a Bank Day, We will execute the payment order on the next Bank Day.

The latest payment order payability date is 100 days in the future of the date of the order submitting to Us, however, if submitted via selected means of payment, then no more than 30 days in the future of the date of the order submitting to Us. If no payability date is provided in the payment order or the payability date is earlier than the date of the order submitting to Us, the date of the order submitting to Us will be deemed the order payability date. We will refuse to process a payment order with a payability date earlier than 10 days before the order submitting date. If You submit a payment order via an ATM, the earliest permitted payability date is on the next Bank Day after the order submitting via an ATM.

### 6.1.5. Consent to payment transaction execution

Unless otherwise stipulated by legal regulations, We need your consent to execute a payment transaction. We need to obtain your consent in a pre-agreed manner upon the payment order submitting at the latest, otherwise We will refuse to execute the payment order.

Your consent to payment transaction execution should be given:

- a) in writing – by signature on paper or on another durable medium – We will execute the payment order if the signature and/or stamp in it corresponds with the signature specimen,
- b) electronically – via the Multicash, H2H and InBiz services, using a combination of your Security Features,
- c) electronically – via the Nonstop Banking service, using a combination of your Security Features; if our security systems assess the payment transaction as secure, then also by confirmation of the transaction execution only,
- d) electronically – by payment card, the procedure is provided in section 7.10 hereunder,
- e) in the case of a SEPA direct debit, by Mandate to Direct Debit granting for the SEPA direct debit beneficiary and making Direct Debit Authorization with the Bank under the conditions set out in section 6.3.3 or 6.3.6 hereunder,

- f) in the case of a payment initiation service, by consent granting to the Payment Initiation Service Provider that gives You the payment initiation service in which case the Bank will request your Strong Authentication prior to such a payment transaction execution in accordance with the conditions set out by applicable legal regulations.
- b) if your non-SEPA payment order is returned on the grounds that it cannot be credited to the beneficiary's account due to incorrect or incomplete information provided by You, or the policy of the beneficiary's bank or correspondent bank, or if the beneficiary requested the return.

### 6.1.6 Payment transaction charges

You may designate in the payment order the person who will bear the payment order fees, as follows:

- a) **SHA/SHAR** – You pay only our charges, the beneficiary pays charges of the intermediary/correspondent banks and of the beneficiary's bank; unless legal regulations stipulate otherwise, the payment transaction amount may be reduced by the charges of intermediary/correspondent banks and the beneficiary's bank,
- b) **OUR/DEBT** – You pay our charges, charges of the intermediary/correspondent banks and the beneficiary's bank charges. Said charges may be debited also additionally. A payment order in the euro or other currency in which VÚB makes transfers within the European Economic Area with payment instruction OUR will be automatically changed during processing to a payment order with payment instruction SHA,
- c) **BEN/CRED** – the beneficiary bears our charges, charges of intermediary/correspondent banks and the beneficiary's bank charges; the payment transaction amount may be reduced by our charges, the charges of the intermediary/correspondent banks and the beneficiary's bank. However, You as payer bear the expedited payment transaction charges also in the event of payment instruction BEN. A payment order in the euro or other currency in which VÚB makes transfers within the European Economic Area with payment instruction BEN will be automatically changed during processing to a payment order with payment instruction SHA.

If You do not provide any payment instruction in the payment order, We will execute the payment order with payment instruction SHA.

In dependence on the charges policies of other banks that are parties to the payment transaction, You may be charged fees of the other banks also where You place a payment order with payment instruction SHA or BEN.

In addition, the banks that are parties to the payment transaction may charge fees:

- a) if your non-SEPA payment order cannot be processed automatically due to incorrect or incomplete information provided by You.

The amounts of such fees are set by respective banks.

Unless otherwise set out by legal regulations, the amount of the returned non-SEPA payment may be reduced by the fees of other banks that are parties to the payment transaction, mainly due to their internal policies. We are authorized to charge a fee in accordance with the Price List for the payment return from the payer's bank pursuant to sub-section 6.1.10 hereof. Unless otherwise stipulated by the legal regulations, the returned payment amount may be reduced by our fee.

### 6.1.7. Standard and expedited payment

You may place a payment order as:

- a) an expedited payment,
- b) a standard payment.

If You do not mark any of the options above, We will execute your payment order as a standard payment. We will execute your payment order as an expedited payment at your request, i.e. in a shorter period than the period of a standard payment. We execute expedited payments only in the following currencies: CAD, CZK, DKK, EUR, GBP, HUF, CHF, NOK, PLN, SEK, USD. We execute expedited payments in the euro currency to other banks in Slovakia only with payment instruction SHA. If foreign exchange is not available on the expedited payment order payability date in other currency than EUR and USD, We will change and execute the expedited payment order to a standard payment order.

### 6.1.8. Repeated payment order execution

Unless We agree on otherwise, We will execute a payment order only provided that your account balance is sufficient to execute the transaction at the moment of the payment order processing, in which case in the event of a Non-SEPA payment order your balance in the account should be sufficient to cover also our transaction related charges and/or the charges of the intermediary/correspondent banks, otherwise We will not execute the payment order in the entirety unless applicable legal regulations or our agreement set out otherwise, however, We will attempt to repeat the payment order execution as follows:

- a) for a SEPA payment order, the order execution is attempted repeatedly, once within the day and night

processing during 3 Bank Days of the processing commencement date,

- b) for a SEPA payment order with a quoting code related to the State Treasury and other items of the public treasury (classes 1 and 4) and within the relationship of banks to clients (class 9), the order execution is attempted repeatedly for the next 90 Bank Days of the processing commencement date, of which the first 3 Bank Days once within the day and night processing, and then once within the night processing,
- c) for a standard non-SEPA payment order, the order execution is attempted repeatedly, at least once until 12:00 of the next Bank Day of the processing commencement date,
- d) for an expedited non-SEPA payment order, the order execution is attempted repeatedly, at least once until the Cut-off Time on the processing commencement date,
- e) for a SEPA direct debit payment order made within the Bank, the order execution is attempted repeatedly, at least once until the Cut-off Time on the processing commencement date.

When the periods above lapse, We will decline the payment order and charge You a fee in accordance with the current Price List.

If a repeated attempt is successful, We will execute the payment order with the payability date corresponding with the actual clearing date. We will notify You of the repeated attempts only before the first attempt. If You use the InBiz, MultiCash or Internet Banking service, We will notify You of repeated attempts only via those services. If You use the Internet Banking, We will notify You of repeated attempts in section "Mailbox" and simultaneously by SMS or e-mail only provided that You have selected the option of SMS/e-mail notifications.

We do not make a repeated attempt:

- a) for a SEPA direct debit routed outside the Bank,
- b) for a SEPA payment order submitted on the basis of a request for intermediation of a payment return to which You have consented,
- c) for a SEPA payment order involving a currency conversion,
- d) for a SEPA payment order in a foreign currency,
- e) for a payment order made by payment card,
- f) for a payment order received via a Payment Initiation Service Provider.

#### **6.1.9. Payment order revocation**

Unless otherwise set out herein, You as payer may revoke your payment order one day before the payability date at

the latest in person at a Point of Sale or via the Nonstop banking, Multicash, H2H and InBiz services if that option is available. You may revoke your payment order also on the payability date, however, We cannot guarantee You that the revocation will be successful and once executed, a payment order is irrevocable. If You use the Internet Banking, MultiCash or Inbiz services, We will notify You of the revocation status only by SMS or e-mail.

You as payer cannot revoke your payment submitted via a Payment Initiation Service Provider after the payment order placing or after having consented before the Payment Initiation Service Provider to the payment transaction execution.

Once the payment has been made, You may request that the payment be returned to You. If it is so, We will contact the beneficiary, intermediary/correspondent banks and/or the beneficiary's bank and request the payment return. We are not liable for the payment return by the transaction beneficiary. If You request that the payment be returned to You, You will be charged a fee in accordance with the Price List, and the charges of the correspondent bank or the beneficiary's bank. Unless otherwise stipulated by the legal regulations, the amount of the returned payment may be reduced by the charges of the correspondent bank or the beneficiary's bank, mainly because of their internal policies.

#### **6.1.10. Payment order refusal**

We will refuse to execute and return a payment order as incapable of being executed, if the payment order:

- a) contradicts these Terms and Conditions,
- b) has been marked by You as spot or FX deal where not pre-agreed with Us in advance,
- c) contains corrected, crossed-out or incomplete information,
- d) for the execution of which there is no sufficient balance in the account and We have not agreed on otherwise,
- e) cannot be executed due to another Instruction, legal regulations or decision of the relevant authority or other legal circumstance.

We will notify You of the payment order declining by SMS or e-mail; if that is impossible, We will notify You of the payment order declining by a letter stating also the reason of declining. If You use the Multicash or Inbiz services, We will notify You of the payment order declining only via those services. We will equally notify You of the declining of a payment order submitted via Other Payment Services Provider. If We receive a payment order to be credited to a closed, incorrect or non-existent beneficiary's account, We will return the payment to the payer's bank.

### 6.1.11. Conversion

Unless otherwise set out herein, We use our exchange rates applicable at the time of processing to translate a payment or SEPA direct debit. To have the amount translated according to an individual exchange rate pre-agreed with Us, You need to mark "FX deal" or "spot deal" in your payment order. If the funds from a payment transaction involving conversion are returned to your account due to any reason, You are aware that the original payment transaction amount and the returned payment transaction amount may differ due to exchange rate differences.

## 6.2. SEPA-EUROTRANSFER (SEPA PAYMENT)

SEPA-Eurotransfer (hereinafter SEPA Payment) is a non-expedited wire payment transaction in the euro currency where the payer's and the beneficiary's banks are situated in SEPA countries and simultaneously are within the reach of SEPA Payments; an expedited payment transaction in the euro currency or in another currency where We are simultaneously the payer's and the beneficiary's bank is deemed SEPA Payment.

We will execute a SEPA Payment always with payment instruction SHA or SLEV. If You submit a SEPA Payment with payment instruction OUR or BEN, We will automatically change that payment instruction to SHA upon processing.

Further mandatory elements of a SEPA Payment order:

- a) the payer's account number in the IBAN format,
- b) the beneficiary's account number in the IBAN format,
- c) the beneficiary's account name (for SEPA payment executed within the Slovak Republic, where available),
- d) the place and date of the payment order issue.

A SEPA Payment order may contain additional information for the beneficiary that will be transferred if technically practicable. If You provide a purpose code and category in a SEPA Payment order, the codes should be taken from the list of ISO codes.

If You do not indicate the currency of your SEPA Payment order, We will execute the order automatically in the euro currency.

### 6.2.1. SEPA Payments processing

The order of SEPA Payments pending processing from the same account depends on the indicated quoting code and the account balance available. A SEPA Payment order submitted with quoting code that exist in our database take

priority over payment orders with a non-existent or without a quoting code. If the account balance is insufficient to execute a SEPA Payment with a higher priority, the next SEPA Payment with a lower priority will be processed provided that the account balance is sufficient to process the payment. In the case of several SEPA Payments with the same priority, We may determine the order of processing.

At the time of processing a SEPA Payment with a quoting code related to the State Treasury and other items of the public treasury (classes 1 and 4) and within the relationship of banks to clients (class 9), We automatically block the funds corresponding with the submitted SEPA Payment order in your account until the actual clearing or revocation of such a SEPA Payment.

If You indicate in your payment order at least one of the following codes: variable code (VS), specific code (SS), quoting code (KS) and simultaneously the payer's reference, We will transfer only the provided codes without the payer's reference with the payment transaction. If You indicate in your payment order any of the following codes: variable code, specific code, quoting code marking zeroes in the first positions, We will transfer those codes to the beneficiary without those zeroes. If You request that the codes be transferred with the zeroes in the first positions, You need to indicate the code in field "payer's reference" in format /VS.../SS.../KS....

### 6.2.2. Standing order and automatic transfer

A standing order is an instruction for a repeated SEPA Payment order according to which transfer of the same amount on the same dates is made to the same beneficiary. An automatic transfer is an instruction for a repeated SEPA Payment order according to which transfer of various amounts (save for interest and fees) is made to the same beneficiary on the same dates or vice versa. You may submit your Instruction for automatic transfer outside the Bank only at a Point of Sale.

The provisions of section 6.1 hereof apply equally to standing orders/automatic transfers; a standing order/automatic transfer should contain also the payment periodicity and first payment date information. For correct functioning of an automatic transfer payable always at the end of the month, You need to indicate payment instruction "to be executed in advance on holidays and weekends".

Automatic transfer cannot be set up in favour of a recipient who is an energy supplier or service provider; if you set up such automatic transfer, We are authorized to change it into a standing order with identical conditions (date and amount) as those applying to the automatic transfer. We will

inform You about such change of the automatic transfer into a standing order after it has been executed via Nonstop Banking.

If You submit a standing order with variable code 1100, 1700 and 8100 (tax payment) for the State Treasury as beneficiary, upon payment orders generating, the period to which the tax paid applies will be automatically added in the variable code.

If You submit a standing order or automatic transfer, the payment will be generated automatically on the payability date and with the periodicity indicated by You. If the payability date is not a Bank Day, the payment will be generated according to your payment instruction: (a) on the nearest preceding Bank Day, if your payment instruction is "to be executed in advance on holidays and weekends", otherwise (b) on the next Bank Day. However, if a standing order/automatic transfer is cancelled/changed between the day on which the payment was not generated because it was a non-Bank Day and the next Bank Day, no payment will be generated on the next Bank Day. If You submit/change, on a Bank Day between 18:00 and 20:00 o'clock, a standing order/automatic transfer with the first payment payability date on the date of the order/transfer submitting, the first payment will be generated on the next Bank Day. If You submit/change, on a Bank Day after 20:00 o'clock, a standing order/automatic transfer with the first payment payability date on the date of the order/transfer submitting, the first payment will not be generated on the first but only on the closest next payability date.

If several automatic transfers with the same payability date are created for the same account, the payment will be generated from only one of them. If it is so, an automatic transfer created with a quoting code related to the State Treasury and other items of the public treasury (classes 1 and 4) and within the relationship of banks to clients (class 9) and quoting code ending with digit 4 will take priority; if such a transfer is non-existent or if multiple transfers of that kind exist, We will determine from which automatic transfer the payment will be generated.

If You indicate in your standing order/automatic transfer also the cancellation date, We will cancel the standing order/automatic transfer on the date requested by You even if such a day is not a Bank Day. Save for the exception provided in the next sentence, We will implement a change or cancellation of a standing order/automatic transfer at your request served on Us until 18:00 o'clock on the same day, after that time on the next Bank Day. We will implement a change or cancellation of a standing order/automatic transfer with a quoting code related to the State Treasury and other items of the public treasury (classes 1 and 4) and within the relationship of banks to clients (class 9) at your

request always on the next Bank Day after the request receipt.

A standing order and automatic transfer cannot be created in a deposit account or savings book. A standing order/automatic transfer with 2-day, 5-day and 10-day periodicity cannot be changed, only cancelled.

### **6.2.3. Conversion of outgoing SEPA Payments**

Upon conversion of an outgoing SEPA Payment exceeding the limit notified by Publishing, We may use our individual exchange rate. We assess each payment order separately for the said purpose. We have the right to set the payability date and the period of execution of a SEPA Payment to which our individual exchange rate applies, in which case if our individual exchange rate is not available on the payability date, We will execute the payment order on the next Bank Day. Non-execution of a payment order subject to our individual exchange rate due to insufficient balance in the account to execute the payment order, or your revocation of the payment order after having the individual exchange rate set, may carry a penalty consisting in compensation for our cost of the individual exchange rate cancellation.

Upon conversion of an outgoing SEPA Payment that does not exceed the limit notified by Publishing, We will debit the funds from your account in accordance with the exchange rate applicable at the time of the payment order submitting. However, if We debit the funds from your account on another day (e.g. payment order with the payability date in the future), We will apply the first exchange rate applicable on the date of the actual debiting.

### **6.2.4. Conversion of incoming SEPA Payments**

Upon conversion of an outgoing SEPA Payment, We will use our current exchange rates applicable at the transaction processing time; We will apply our individual exchange rate to convert an amount exceeding the limit notified by Publishing. The above applies only until the time announced by Us by Publishing, after that time, our current exchange rates applicable on the date of the incoming SEPA Payment processing will be used also to convert the amount exceeding the limit notified by Publishing.

### 6.2.5. Cut-off Time and periods of outgoing SEPA Payments execution

Payment type:	Manner of payment order submitting:	Time of payment order submitting:	Day of payment order execution:
SEPA Payment	In writing at a Point of Sale	Before 19:30 o'clock on a Bank Day	On the day of the payment order submitting
		After 19:30 o'clock on a Bank Day	On the nearest Bank Day after the day of the payment order submitting at the latest
	Electronically	Before 20:00 o'clock on a Bank Day	On the day of the payment order submitting
		After 20:00 o'clock on a Bank Day	On the nearest Bank Day after the day of the payment order submitting at the latest

### 6.2.6. Periods of incoming SEPA Payments execution

Payment type:	Day of the payment crediting:
SEPA Payment within the Bank	On the same Bank Day of the payment transaction amount debiting from the payer's account
SEPA Payment from other bank	On the same Bank Day of the payment transaction amount crediting to our technical account; if the payment transaction amount is credited to our technical account on other than a Bank Day, We will credit it to your account on the next Bank Day.

### 6.2.7. SEPA instant payment

SEPA instant payment is a SEPA payment where the transferred funds are credited to the beneficiary's account within seconds from the moment of their sending from Us to the beneficiary's bank.

SEPA instant payments are available to You (both natural persons and legal persons) continuously, 24 hours a day, 7 days a week, 365 days a year, without applying the provisions of the Terms and Conditions on Cut-off Times and periods of outgoing and incoming SEPA Payments execution.

SEPA instant payments are only executed from current accounts maintained in euro currency or foreign currency, and shall not be executed from savings, deposit, or credit accounts.

SEPA instant payments may only be executed in favour of the beneficiary's account kept in a bank that is part to the SCT Inst. scheme.

The following information must also be indicated in the SEPA instant payment order:

- a) designation "SEPA instant payment";
- b) the current calendar day as the due date;
- c) transferred amount in euro currency of max. EUR 100,000.00 (except as provided further below in these Terms and Conditions).

In the event of a failure to meet the requirements specified in the Terms and Conditions, We shall reject the payment order for a SEPA instant payment.

We reserve the right, based on risk assessment, to determine the maximum daily limit for a SEPA instant payment by means of Publishing, especially for particular electronic banking services. The said limit represents the total value of all SEPA instant payments entered by You as the payer from any current account, regardless of whether You submit the SEPA instant payment order as the account owner or a person acting on behalf of the account owner. The agreed amount of the maximum daily limit for disposing of the funds on the account and the limit for the agreed Security Feature is not affected thereby.

SEPA payment orders may only be submitted individually, and such payment order cannot be revoked.

While processing a SEPA instant payment placed by You, We shall first make a funds reservation on Your account and reduce its available balance until the moment We receive information from the beneficiary's bank about the result of the status of processing of the SEPA instant

payment. Before that moment, your SEPA instant payment is still under the “being processed” status and is included in the list of executed payment operations on the account only after receiving information from the beneficiary’s bank about its successful processing. If We receive information from the beneficiary’s bank about the SEPA instant payment not being processed successfully, the funds reservation on the account shall be cancelled and We shall inform You about the rejected processing of the SEPA instant payment by the beneficiary’s bank via SMS or e-mail. If such form of informing You is not possible, We shall inform You in paper form.

In the event that We do not receive any information from the beneficiary’s bank about the result of processing of your SEPA instant payment, We shall immediately inform You about the extension of the period for its processing via SMS or e-mail; if You use Nonstop Banking or InBiz services, We shall inform You only by means of these services.

We shall inform You about the successful processing of the SEPA instant payment and about the reservation of funds on the account maintained by Us via SMS or e-mail; if You use Nonstop Banking or InBiz services, We shall inform You only by means of these services.

In the event of a lack of funds on your account at the moment of the SEPA instant payment processing, We shall reject the SEPA instant payment order without executing a repeated settlement of the payment order.

In the case of a SEPA instant payment executed from an account maintained in a currency other than euro, We shall use for the conversion of the funds reserved on the account our current list of currency exchange valid at the time we receive your SEPA instant payment order.

For a SEPA instant payment executed in favour of an account maintained in a currency other than euro, We shall use for the conversion our current list of currency exchange valid at the time we receive from the payer’s bank information about the successful settlement of the SEPA instant payment order from the payer’s account.

For SEPA instant payments, no individual exchange rates can be arranged with Us.

If We are prevented from processing a SEPA instant payment due to fulfilling our obligations related to adhering to the legal regulations and/or our rules applied in connection with anti-money laundering and terrorist financing and/or our security rules, We are authorised not to process such SEPA instant payment and return it to the payer’s bank in the form of a SEPA instant payment or

request its return from the beneficiary’s bank, even without your consent.

Furthermore, SEPA instant payments shall be subject, *mutatis mutandi*, to the provisions of the Terms and Conditions on SEPA-Eurotransfer, except for the special provisions stipulated in this article of the Terms and Conditions.

### **6.3. SEPA DIRECT DEBIT**

SEPA direct debit is a non-expedited payment transaction in the euro currency within SEPA countries for the account of the payer’s current account, initiated by the collecting party (beneficiary) on the basis of Mandate to Direct Debit, on condition that:

- a) the beneficiary’s bank and the payer’s bank are in SEPA countries and simultaneously are accessible to SEPA direct debit,
- b) the beneficiary’s and the payer’s account numbers are provided in format IBAN,
- c) the payment instruction is SHA.

SEPA direct debit may be executed as a one-time or repeated direct debit order. We execute SEPA direct debits in the “CORE” and “Business to Business” (B2B) schemes. We execute SEPA direct debits in the B2B scheme only for current accounts maintained for legal persons.

#### **6.3.1. SEPA direct debits execution**

We will debit a SEPA direct debit from your account on the payability date.

To make a SEPA direct debit routed outside the Bank, You need to have sufficient balance in the account by the end of the Bank Day preceding the SEPA direct debit payability date at the latest, otherwise your SEPA direct debit will be declined. To make a SEPA direct debit within the Bank, You need to have sufficient balance in the account before 20:30 o’clock on the payability date at the latest, otherwise your SEPA direct debit will be declined.

If during a SEPA direct debit processing We make also other payments from your account, We do not guarantee You the priority of the SEPA direct debit processing. The funds in your account designated to make a SEPA direct debit may be used to make any other payment orders and/or SEPA direct debits that are payable simultaneously or received simultaneously if there is no sufficient balance in your account to execute all the payment orders and/or the SEPA direct debit.

Upon SEPA direct debits, We do not verify the selected frequency of repetition (OOF one-time, FRST first

repeated, RCUR recurrent, FNAL last repeated). However, We will decline a one-time SEPA direct debit (OOFF) if We have processed the SEPA direct debit with the same UMR from the same collecting party as recurrent SEPA direct debit (RCUR/FRST/FNAL) in the past. The same applies also vice versa.

### **6.3.2. Account protection against direct debit**

We have in place three types of protection of a current account against SEPA direct debit, namely: open account, blocked account and conditionally protected account. If You do not request a specific type of account protection, your account will be automatically conditionally protected. You may request in writing that your account protection be changed based on a written request submitted at a Point of Sale on paper or on another durable medium and via the Nonstop Banking or InBiz services.

You as payer – natural person may instruct us to:

- a) block any SEPA direct debit from the account,
- b) block any incoming SEPA direct debits from specific recipients,
- c) restrict SEPA direct debits to a certain amount (save for 0) or periodicity or both of them,
- d) permit SEPA direct debits incoming from specific recipients.

### **6.3.3. Conditionally protected account**

In the case of a conditionally protected account, a transfer within SEPA direct debit will be made from your current account on the basis of a Mandate to Direct Debit granted by You to make a one-time direct debit or recurrent direct debit.

In the case of a conditionally protected account, We will notify You in advance of an incoming SEPA direct debit if You have not set Direct Debit Authorization for your account for the given recipient and simultaneously it is the case of a one-time (OOFF) or recurrent SEPA direct debit. We will notify You of an incoming one-time or first repeated SEPA direct debit according to the preceding sentence no later than on the next Bank Day after the receipt of the SEPA direct debit only by SMS or e-mail; if You use the Internet Banking, MultiCash or Inbiz services, We will notify You of the above only via those services.

If You are a natural person and your account is conditionally protected, We will execute a one-time SEPA direct debit from your account also without your Direct Debit Authorization, if You do not revoke one-time SEPA direct debits under section 6.3.7 hereof. If You are a natural person and your account is conditionally protected, We will execute recurrent SEPA direct debits from your account

also without your Direct Debit Authorization, if You do not revoke recurrent SEPA direct debits under section 6.3.7 hereof and simultaneously Direct Debit Authorization will be set for your account automatically for that recipient of SEPA direct debit without charge. We will notify You of such automatically set Direct Debit Authorization only by SMS or e-mail; if You use the Internet Banking, MultiCash or Inbiz services, We will notify You of the above only via those services. If You are a legal person and your account is conditionally protected, We will execute SEPA direct debits from your account only if You set the appropriate Direct Debit Authorization in advance.

### **6.3.4. Open account**

An open account means that We will execute any SEPA direct debit from your account without restrictions and without notifying You of the incoming SEPA direct debit. You may select the open account option only for a current account owned by a natural person.

### **6.3.5. Blocked account**

A blocked account means that your account is blocked for SEPA direct debits and any incoming SEPA direct debit will be declined. However, We will inform You about the incoming one-time or first repeated SEPA direct debit on the next Bank Day after the SEPA direct debit order request at the latest only by SMS or e-mail; if You use the Internet Banking, MultiCash or Inbiz services, We will notify You of the above only via those services.

If You are a natural person and your account is blocked, We will execute SEPA direct debits only if You request that We change the account protection to conditionally protected or open account at least one Bank Day before the SEPA direct debit payability date. If You are a legal person and your account is blocked, We will execute SEPA direct debits only if You request that We change the account protection to conditionally protected and set the appropriate Direct Debit Authorization at least one Bank Day before the SEPA direct debit payability date.

### **6.3.6. Direct Debit Authorization**

You may set a Direct Debit Authorization for your account in accordance with section 6.3.3 hereof or at a Point of Sale based on a written request submitted on paper or on another durable medium, or via the Nonstop Banking and InBiz services where practicable.

The mandatory elements for Direct Debit Authorization setting are:

- a) identifier of the direct debit recipient (CID),
- b) name of the direct debit recipient,



- c) direct debit type,
- d) Mandate to Direct Debit reference (UMR),
- e) date of the Mandate to Direct Debit,
- f) validity period of the Mandate to Direct Debit,
- g) indication whether it is a one-time or recurrent SEPA direct debit,
- h) frequency of recurring.

Your Direct Debit Authorization may contain a limit for SEPA direct debits. Your Direct Debit Authorization remains valid until You cancel it. If You are a natural person, a SEPA direct debit with indication that it is the last SEPA direct debit (LAST/FNAL) will automatically cancel your Direct Debit Authorization for that SEPA direct debit recipient in your account. We will not notify You of that. The account protection type takes priority over Direct Debit Authorization. If You cancel your Direct Debit Authorization in your account in the Bank, your Mandate to Direct Debit granted for that SEPA direct debit recipient will not be cancelled automatically.

#### **6.3.7. SEPA direct debit revocation**

You as payer may revoke a SEPA direct debit before 20:00 o'clock, one Bank Day before the payability date.

#### **6.3.8. Funds return**

In the case of a SEPA direct debit of type CORE, You as payer have the right to have the funds returned without stating the reason within 8 weeks of the funds debiting from your account. We are not liable for the consequences that may occur to You in relation to the direct debit recipient due to the return at your request. The right under this section hereof does not apply to SEPA direct debits of type B2B.

### **6.4. YOU AS SEPA DIRECT DEBIT RECIPIENT**

#### **6.4.1. SEPA direct debits making**

You as direct debit recipient may accept SEPA direct debits only for your current account and only if You have a special contract with Us. We will ensure a SEPA direct debit from the payer's account maintained in the Bank or other bank within SEPA countries on the payability date. The amount of a SEPA direct debit made outside the Bank will be credited to your account on the SEPA direct debit payability date within night processing.

#### **6.4.2. SEPA direct debit orders submitting**

You need to submit a SEPA direct debit order of type CORE that should be executed within the Bank or by payment system SIPS before 11:00 o'clock, one Bank Day before

the payability date. You need to submit a SEPA direct debit order of type CORE that should be executed by payment system EBA STEP2 before 07:00 o'clock, one Bank Day before the payability date.

You need to submit a SEPA direct debit order of type B2B that should be executed within the Bank or by payment system SIPS before 11:00 o'clock, one Bank Day before the payability date. You need to submit a SEPA direct debit order of type B2B that should be executed by payment system EBA STEP2 before 08:00 o'clock, one Bank Day before the payability date.

If You do not observe the said deadlines, We may automatically postpone the SEPA direct debit payability date. The same applies to SEPA direct debits generated from a standing order.

#### **6.4.3. SEPA direct debit revocation**

You as recipient may revoke a SEPA direct debit before 20:00 o'clock, one Bank Day before the payability date.

### **6.5. NON-SEPA TRANSFER (NON-SEPA PAYMENT)**

The following wire payment transactions are a non-SEPA transfer (hereinafter "Non-SEPA Payment"):

- a) a payment in another currency routed outside the Bank,
- b) a payment in the euro currency routed outside the Bank that does not meet the SEPA Payment criteria.

We make Non-SEPA Payments in the euro currency and in the foreign currency for which the FX rate is displayed in our foreign exchange rates list. We make Non-SEPA Payments only from current accounts. We will execute a Non-SEPA Payment to a current account or deposit account unless otherwise set out in the Special Conditions.

We execute Non-SEPA Payments in other selected foreign currencies announced by Publishing only with payment instruction OUR or SHA, depending on the legal requirements of the respective countries. Upon processing, We will automatically change a Non-SEPA Payment order with payment instruction OUR in selected foreign currencies in which VÚB makes transfers within the European Economic Area to a payment order with payment instruction SHA.

For conversion of an outgoing Non-SEPA Payment in the currencies according to the preceding sentence our exchange rates will not apply, a fixed exchange rate will apply instead, otherwise the provisions of section 6.5.4. will apply accordingly. Information about the current fixed exchange rate are available at Points of Sale.

Further mandatory elements of a Non-SEPA Payment order are:

- a) the payer's account number in format IBAN and the payer's name,
- b) the beneficiary's account name (recipient's name for a cheque transfer)
- c) recipient's address where available (mandatory for a cheque transfer),
- d) the beneficiary's account number – for payments in the euro currency within SEPA countries always in format IBAN, for other payments the account number in format IBAN where available (leave blank for a cheque transfer),
- e) the BIC-SWIFT codes of the beneficiary's bank, if the beneficiary's bank does not have the BIC-SWIFT codes, then the exact name and address of the bank (leave blank for a cheque transfer),
- f) the currency,
- g) the payment purpose code for Non-SEPA Payments in any currency routed to the United Arab Emirates in the format: CODE XXX. If You do not specify the code of the payment purpose or You state it in a format other than specified, the recipient's bank may request its confirmation or completion by means of the correspondence bank. You note that such confirmation or completion may be charged.

### 6.5.1. Non-SEPA Payments execution

We will execute a Non-SEPA Payment according to your instruction in your payment order:

- a) by SWIFT,
- b) by cheque.

If You do not indicate any of the options above in your payment order, We will execute the payment order by SWIFT.

We will execute a payment by cheque only as a standard transfer with payment instruction OUR and inly in currencies CAD, CHF, EUR, GBP and USD. We or a correspondent bank is the cheque issuer. As a standard, We will send the cheque by registered mail abroad to the address of the recipient, ask the correspondent bank to issue a cheque for the recipient and/or We will hand the cheque over to You at the request.

We will execute from your account a payment order in currency HUF or JPY rounded to the nearest whole.

### 6.5.2. Cut-off Times and periods of outgoing Non-SEPA Payments execution

Non-SEPA Payment order:	Manner of payment order submitting:	Time of payment order submitting:	Day of payment order execution:	
Standard	In writing at a Point of Sale	Before 14:00 o'clock on a Bank Day	On the day of the payment order submitting	
		After 14:00 o'clock on a Bank Day	On the nearest Bank Day after the day of the payment order submitting	
	Electronically	Before 15:00 o'clock on a Bank Day	On the day of the payment order submitting	
		After 15:00 o'clock on a Bank Day	On the nearest Bank Day after the day of the payment order submitting	
	Expedited in the euro currency within European Economic Area countries to banks using system TARGET2	In writing at a Point of Sale	Before 14:00 o'clock on a Bank Day	On the day of the payment order submitting
			After 14:00 o'clock on a Bank Day	On the nearest Bank Day after the day of the payment order submitting
Electronically		Before 15:00 o'clock on a Bank Day	On the day of the payment order submitting	
		After 15:00 o'clock on a Bank Day	On the nearest Bank Day after the day of the payment	

			order submitting
Expedited in the euro currency to banks not using system TARGET2 and expedited in a foreign currency	Disregard of the manner of payment order submitting	Before 11:00 o'clock on a Bank Day	On the day of the payment order submitting
		After 11:00 o'clock on a Bank Day	On the nearest Bank Day after the day of the payment order submitting

### 6.5.3. Periods of incoming Non-SEPA Payments execution

Payment type:	Day of the payment crediting:
Incoming Non-SEPA Payment	On the same Bank Day if the information in the payment order are complete and We receive the Non-SEPA Payment amount before 16:30 o'clock, if We receive the Non-SEPA Payment amount after that time or on other than a Bank Day, We will credit it to your account on the next Bank Day. If the information received from the payer's bank are incorrect, unclear or disputable, We may decline the payment order and return in to the payer's bank.

### 6.5.4. Conversion of outgoing payments

Upon conversion of an outgoing Non-SEPA Payment exceeding the limit notified by Publishing, We may use our individual exchange rate. We assess each payment order separately for the said purpose. We have the right to set the payability date and the period of execution of a Non-SEPA Payment to which our individual exchange rate applies, in which case if our individual exchange rate is not available on the payability date, We will execute the payment order on the next Bank Day. Non-execution of a payment order subject to our individual exchange rate due to insufficient balance in the account to execute the payment order, or your revocation of the payment order after having the individual exchange rate set, may carry a penalty consisting in compensation for our cost of the individual exchange rate cancelation.

Upon conversion of an outgoing Non-SEPA Payment that does not exceed the limit notified by Publishing, We will debit the funds from your account in accordance with the

exchange rate applicable at the time of the payment order submitting also where You submit the payment order after the Cut-off Time. If We debit the funds from your account on another day due to other reason than the order submitting after the Cut-off Time (e.g. insufficient balance in the account to execute the order or a payment order with the payability date in the future), We will apply the first exchange rate applicable on the date of the actual debiting.

### 6.5.5. Conversion of incoming payments

Upon conversion of an incoming Non-SEPA Payment, We will use our current exchange rates applicable at the transaction processing time. For an incoming Non-SEPA Payment with the cash exchange rate date in the past or credited to our account on a Bank Day after 16:30 o'clock or on other than a Bank Day, We will use our last applicable exchange rate of the cash exchange rate date provided by the correspondent bank.

We will apply our individual exchange rate to convert a Non-SEPA Payment exceeding the limit notified by Publishing.

### 6.6. INFORMATION ABOUT PAYMENT TRANSACTION EXECUTION, CORRECTION OF INCORRECT DEBITS/CREDITS AND MISCELLANEOUS

We will notify You of your account balance and payment transactions made in the account in a manner agreed on in the contract, i.e. by notification of the clearing made, usually by account statements at least once a year or as at the account closing date. If You are a natural person, We will provide You with the information above about your current account at least once a month by account statements. We may provide You with other important information in clearing notifications. After We send You a clearing notification, You need to check the correctness of clearing, payment transactions and balance in the account without undue delay and notify Us of mistakes of clearing or non-clearing of payable payment orders unless otherwise set out herein.

Clearing notifications sent by SMS, e-mail, PUSH notifications and notifications sent to the Nonstop Banking mailbox or notifications sent to the Multicash/Inbiz service are purely informative. Due to electronic communication network operating reasons, such notifications might not be always sent immediately but might be sent later or not at all. Clearing notifications might not be sent in the same order as the order of individual payment transactions crediting to/debiting from the account.

### **6.6.1. Account statements**

We provide You with your account statements in hard copy or electronically. If an account statement mailed to You by post returns as undeliverable, We are authorized to shred the account statement. If You are a natural person and your account statement normally delivered by mail to the address indicated by You returns to Us as undeliverable, You will be able to collect the next account statements in hard copy in person at the Point of Sale that maintains your account. If You are not a natural person, We may perceive a situation like that as a change of the pre-agreed manner of account statements delivery without Us being obliged to send You further account statements. If You fail to collect an account statement intended for personal collection at a Point of Sale within 6 months of the issue date, We are authorized to shred it. Unless We agree on otherwise, if You cancel the option of account statements receiving electronically, You will need to collect your further account statements in hard copy in person at the Point of Sale that maintains your account. We may consolidate your current account statements with your deposit account statements and with your fee statements within the periodicity and manner of delivery agreed on in the contract. We state the name of the account owner listed first in the contract on the basis of which We maintain that account in statements of accounts with several owners (natural persons).

Unless We agree on otherwise, if You already use the Nonstop Banking service upon a current account opening, We will send You the account statements at least once a month via the Nonstop Banking service; if You do not use the Nonstop Banking service upon a current account opening, We will deliver the account statements for personal collection at a Point of Sale at least once a month. The provision of the preceding sentence hereof applies only to natural persons.

Unless We agree on otherwise, if You already use the Nonstop Banking service upon a deposit account opening, We will send You the account statements via Nonstop Banking; if You do not use Nonstop Banking upon deposit account opening, We will deliver You the account statements in person at the Point of Sale. Unless other periodicity is agreed or unless otherwise set out by legal regulations, We will send You your deposit account statements in a pre-agreed manner of delivery at least once a year.

### **6.6.2. Fees statements**

If You are a natural person, We will provide You with a fee statement for your account in hard copy or electronically. A fee statement contains information about the fees and

interest rates that apply to your account to the extent stipulated by applicable legal regulations.

We will send You the fees statement once a year for the period of one calendar year. The method of delivery of the fees statement is identical to the method of delivery of the account balance statement. You are authorized to file a request for a yearly fee statement in hard copy.

We state the name of the account owner listed first in the contract on the basis of which We maintain that account in statements of fees for accounts with several owners (natural persons).

### **6.6.3. Erroneous and unauthorized payment transactions**

You should notify Us of an erroneous or unauthorized payment transaction (made without your consent) and exercise your claim without undue delay, however within the periods set out in the Complaints Handling Procedure of Všeobecná úverová banka, a. s. You should equally notify Us and exercise your claim according to the preceding sentence also if You have placed a payment order via Other Payment Services Provider who has given You a Payment Initiation Service.

If You indicate in your payment order an incorrect unique payment identifier (in particular IBAN), We are not liable for the non-execution or erroneous execution of such a payment transaction. If it is so, We will make all reasonable efforts, at your request, to return the payment transaction to You. If returning is impossible, We will provide You, at your written request, with the information given to Us by the beneficiary's payment service provider, necessary for You to raise a legal claim for the payment transaction amount. Disregard of whether We are liable for the erroneous execution of a payment transaction, We will make all the efforts, at your request, to search for and find the payment transaction. If We are at fault for the erroneous execution of a payment transaction, We will make a corrective credit to/debit from your account without undue delay after We learn about the error also without your consent to the correction. If it is possible, We will notify You of the corrective clearing by letter or electronically. Corrective clearing cannot correct a mistake in the payment transaction caused by You. We will make a corrective credit to/debit from your account in accordance with the applicable legal regulations also following a request of another bank that has made the erroneous clearing or in case We find out that, by fault of the payer's bank, money has been credited to your account without sufficient financial coverage. If We are at fault and are liable for the non-execution or erroneous execution of a payment transaction and our mistake cannot be corrected by

corrective clearing, We will return or credit or make the amount of the failed or erroneous payment transaction available to You without undue delay. If it is possible, We will restore the situation before the erroneous payment transaction occurrence in the payment account in accordance with the legal regulations.

#### **6.6.4. Exclusion of provisions of Payment Services Act**

If You are not a natural person, the following provisions of Act No. 492/2009 Coll. on Payment Services and on changes and amendments to certain acts, as amended, shall not apply to our legal relationships: Art. 3(4), Art. 10, Art. 12, Art. 13, Art. 14, Art. 31, Art. 32(1), (3), (4) and (5), Art. 33-44, except for Art. 44(2) and (3), and Art. 98(2).

#### **6.6.5. Transaction R in the case of SEPA Payment and SEPA direct debit**

Transaction R is a transaction made for a SEPA Payment or SEPA direct debit that We or the payer's bank cannot execute due to the following: (a) insufficient balance in the account, (b) cancellation, (c) incorrect amount, (d) incorrect date, (e) insufficient authorization, (f) incorrect or closed account. We will charge You our charges and the charges of other banks related to the transaction R processing, if any, from your account.

Transaction R is: (a) rejection, (b) refusal, (c) return, (d) refund, (e) reversal, (f) revocation, (g) request for cancellation.

Rejection is transaction R that was rejected by another bank or the clearing system before the transaction execution by Us. The reason of rejection may be in particular: incorrect IBAN or BIC, incorrect payment order format, closed account, blocked account for SEPA direct debits or restrictions set for SEPA direct debits in accordance with these Terms and Conditions, insufficient balance in the account or non-compliant conditions in the existing Mandate to Direct Debit in the case of a SEPA direct debit, double payment transaction or other reasons.

By refusal, in the case of a SEPA direct debit, the payer's bank notifies the beneficiary's bank of refusal of a pending direct debit by the payer before clearing.

Return is transaction R initiated by the bank and processed in a non-standard way, after a SEPA Payment or SEPA direct debit processing in the account of the bank (a direct debit return from the account of the collecting party is always executed, i.e. even if it would lead to a negative balance in the collecting party's account). The reason of return may be in particular: incorrect IBAN or BIC, closed

account, insufficient balance in the account or non-compliant conditions, duplicitous transaction or other reasons. The return is initiated by the payer's or beneficiary's bank. The return procedure cannot be applied once the funds have been credited to the beneficiary's account and the SEPA Payment or SEPA direct debit beneficiary requests the funds return. The bank will make corrective clearing by return to your account immediately after the bank learns about it or at the request for cancellation of received payment of your partner's bank, in which case your consent to the return is necessary if a client or foreign bank requests the return. At the request of a bank with the registered office in the Slovak Republic, We will return the payment also without your consent provided that the conditions have been met in your account.

Refund is transaction R that corresponds with your right to return after clearing (processing) of a SEPA direct debit in the case of authorized SEPA direct debits of type CORE and non-authorized SEPA direct debits, as follows:

- a) in the case of refund of an authorized SEPA direct debit of type CORE within 8 weeks of the funds debiting from your account and simultaneously the funds crediting to the beneficiary's account, You have the right to immediate funds return without providing the reason,
- b) in the case of refund of a non-authorized SEPA direct debit within 13 months of the funds debiting from your account and simultaneously the funds crediting to the beneficiary's account, You have the right to refund following a positive outcome of the transaction investigation and We as the direct debit recipient's bank are authorized to debit the amount of refund from the direct debit recipient's account without his/her consent also if that would result in a negative balance in the account. The payer's bank is entitled to charge interest due to unauthorized direct debit made by the direct debit recipient (the so-called compensation amount) and the direct debit recipient should pay the payer's bank that amount also if that would result in a negative balance in the account.

Reversal is transaction R that enables the direct debit recipient's bank to make corrective clearing after the SEPA direct debit clearing in full amount of the erroneous payment transaction also if that would result in a negative balance in the account of the direct debit recipient.

Revocation is transaction R that enables the recipient to revoke a SEPA Payment or SEPA direct debit within the period agreed on with his/her bank.

Request for cancellation is transaction R that enables the payer's bank to request that the recipient's bank return the funds.

## 6.7. CHEQUES

We issue a checkbook at your request for a current account We maintain for You; when You write a cheque, You are the cheque issuer. Following a request for a cheque cashing, We will verify the cheque genuineness for the beneficiary's bank and debit the cheque amount from your account in the Bank. The bank charges of the cheque cashing are always for the account of the cheque beneficiary. You need to notify Us immediately of any loss of an issued cheque, otherwise We will not be liable for potential misuse and unauthorized cheque cashing.

We cash your cheques only if they are properly endorsed and written in accordance with the applicable legal regulations; if You are a legal person, You need to have an account in the Bank. If the cheque owner cannot appear at a Point of Sale in person, he/she should have his/her signature in the cheque notarized and the notary should prepare a notary's record of the endorsement. The cheque may be then presented to Us by an authorized person together with that person's power of attorney and said notary's record. We accept cheques the issuer of which cannot be authenticated and cheques not issued by a bank only for non-binding cashing. In the case of non-binding cashing, the cheque amount will be paid to You as the cheque owner only after the cheque is paid by the correspondent bank and the cheque amount may be reduced by the charges of the correspondent bank.

We cash also traveller's cheques (save for traveller's cheques issued in currency USD) on condition that the first and second (verifying) signature are the same, and at our sole discretion we may request also a proof of purchase. You as cheque owner should return the amount of a cashed cheque anytime if the cheque payer is authorized to cancel the cheque cashing or request that the cheque amount be returned according to the law or usual practice of the place of payment. If the cheque is cancelled after We have cashed it, You as the cheque owner should immediately refund the cashed money and related cost to Us.

Upon cashing of a cheque in a foreign currency, We will convert the amount using our exchange rates applicable at the time of the cheque cashing. We will use our individual exchange rates for amounts exceeding the limit notified by Publishing.

## 6.8. OTHER PAYMENT SERVICES PROVIDERS AND ACCESS TO YOUR ACCOUNT

### 6.8.1. Payment Initiation Service and Account Information Transmission Service

If You are an owner of a Bank's payment account with online access (e.g. We give You the Nonstop Banking service), under the legal regulations You may use a payment initiation service and/or the Account Information Transmission Service offered by Other Payment Services Provider for that account in the Bank. The Other Payment Services Provider gives You those services with your consent You have granted for that Other Payment Services Provider (not for the Bank). However, the Bank will request Strong Authentication if You handle your account online via an Account Information Transmission Service Provider or if You place a payment order via a Payment Initiation Service Provider.

If You consent to a payment transaction via a Payment Initiation Service Provider, You may use the payment initiation services offered by that Provider. Your Security Features should be available only for You and Us as the Security Features issuer.

A Payment Initiation Service Provider should ensure that all the obligations set out by legal regulations are met, in particular to ensure that Your Security Features be available only for You and Us as the Security Features issuer, that your Security Features be sent by secure and efficient means, preventing access of other persons, ensure that any other information about You as payer obtained during payment initiation services performing, save for Your Security Features, be provided only to the recipient and with your express consent, identify itself vis-à-vis the Bank upon each payment initiation service performance and communicate with the Bank and You in a secure manner in accordance with the applicable legal regulations. A Payment Initiation Service Provider should not request that You provide it with any other information than the information necessary to perform the payment initiation service (i.e. information necessary to submit the payment order to the Bank), and should not have access to, use or store your information for any other purposes than the performance of a payment initiation service expressly requested by You, should not modify the amount, recipient or other payment transaction information in your payment order the Provider submits to the Bank, and should not hold your funds anytime during the payment initiation service use. The Bank should apply the principle of equal treatment between payment orders placed via Other Payment Services Provider and payment orders placed directly by You, save for objectively substantiated cases.

If You consent to Account Information Transmission Service via an Account Information Transmission Service Provider, that Provider will have access to information about the payment accounts maintained in the Bank that You designate and about related payment transactions. An Account Information Transmission Service Provider should ensure that all the obligations set out by legal regulations are fulfilled, in particular to perform the account information transmission services only with your express consent, to ensure that Your Security Features be available only for You and Us as the Security Features issuer, that your Security Features be sent by secure and efficient means, preventing access of other persons, identify itself vis-à-vis the Bank upon each communication and communicate with the Bank and You in a secure manner in accordance with the applicable legal regulations. An Account Information Transmission Service Provider should not request that You provide it with sensitive payment information related to your payment accounts or use or store or access them for any other purposes than the performance of the account information transmission service expressly requested by You. The Bank should apply the principle of equal treatment between requests for account information transmission service placed via Other Account Information Transmission Service Provider, save for objectively substantiated cases.

If We refuse to grant access for Other Payment Services Providers to your account, in particular due to reasons related to unauthorized access or fraudulent access to your account including unauthorized instruction or fraudulent instruction for payment transaction, or due to blocking of access of Other Payment Services Providers to your account, We will notify You of the access declining including the reasons of declining before declining access to your account where possible, otherwise after the access declining.

Performance of Payment Initiation Services or Account Information Transmission Services does not depend on a contract between the Other Payment Services Provider and the Bank.

### **6.8.2. Blocking access of Other Payment Services Providers to your account**

Your account is automatically accessible for Other Payment Services Provider so that You can use Payment Initiation Services or Account Information Transmission Services.

We may block access of Other Payment Services Providers to your account due to security reasons, suspected unauthorized or fraudulent use of your Security Features or suspected contradiction with the applicable legal regulations. If it is possible, We will immediately notify You

of the blocking of access of Other Payment Services Provider to your account by phone or SMS.

### **6.8.3. Consent to access setting for Payment Services Providers issuing means of payment associated with payment card for your account**


If You request that We respond to individual requests from Payment Services Providers issuing means of payment associated with a payment card for your account in order to confirm that the amount of the payment transaction associated with a payment card in your designated account maintained by the Bank is available, You need to grant Us your express consent to the responding before the first receipt of such a request. You may grant Us your consent anytime via the Nonstop Banking service or by phone via our contact centre or in person at any Point of Sale. Unless special legal regulations stipulate otherwise, your consent will become effectual vis-à-vis Us on the next Bank Day of the consent receipt at the latest. A Payment Services Provider issuing means of payment associated with a payment card should ensure that all the obligations set out by legal regulations are fulfilled, in particular identify itself vis-à-vis the Bank upon each communication and communicate with the Bank and You in a secure manner in accordance with the applicable legal regulations. We are not authorized to block funds on your account in relation to confirmation that the amount of the payment transaction associated with a credit card for your designated account maintained by the Bank is available.

You may revoke your consent granted for the Bank to responding to individual requests from Payment Services Providers issuing means of payment associated with a payment card in order to confirm that the amount of the payment transaction associated with a credit card in your account maintained by the Bank is available anytime via the Nonstop Banking service or by phone via our contact centre or in person at any Point of Sale. Unless special legal regulations stipulate otherwise, Your consent revocation will become effectual vis-à-vis Us on the next Bank Day of the revocation receipt.

We will provide You with or make available for You the information about the Payment Services Provider issuing means of payment associated with a payment card and about the confirmation of availability of the transaction amount in your account maintained by the Bank, provided by the Bank to the said Provider.

## 7. DEBIT PAYMENT CARDS

### 7.1. CONDITIONS OF PAYMENT CARD ISSUE

We issue international payment cards for current accounts We maintain for You and publish them in the Price List (hereinafter also referred to as “payment cards”. The contract on the basis of which We issue payment cards for You is for an indefinite term. Selected payment cards benefit from contactless chip technology MasterCard International or Visa International (marked with logo ) or additional non-banking functions. We issue embossed payment cards (with the letters and numbers raised above the surface of the card) and non-embossed cards (with the letters and numbers not raised above the surface of the card). The payment card always indicates the payment card number, payment card validity, the CVC2/CVV2 code and security features in line with the rules of the respective international card company.

Payment cards are not transferable and are issued:

- i) as a personal card in the name of one payment card holder who is always a natural person, or
- ii) as a non-personalised payment card, i.e. without indicating the name and surname of the payment card holder (hereinafter referred to as “Non-Personalized Card”).

The basic requirements for a payment card issue are:

- a) We maintain a current account for which the payment card is to be issued,
- b) You as payment card holder are older than 8 years of age,
- c) You as payment card holder have concluded with the Bank a contract on the basis of which We will issue a payment card for You,
- d) You as account owner have consented to the payment card issue where the payment card is to be issued for your account for another person – a payment card holder.

### 7.2. SELECTED TYPES OF PAYMENT CARDS AND SPECIAL CONDITIONS FOR SUCH PAYMENT CARDS

#### 7.2.1. Non-Personalized Card

Non-Personalized Cards are governed by all the terms and conditions that apply to Visa Inspire international payment cards. Non-Personalized Cards are issued together with the PIN. A Non-Personalized Card can be used immediately upon receiving a SMS notification with information about the card being activated.

In the case of renewal or re-issuance of Non-Personalized Card, the renewed or re-issued payment card will contain

the name and surname of the payment card holder on the front side of the payment card.

The holder of a Non-Personalized Payment Card acknowledges that in case his or her card is retained by an ATM, such card cannot be returned to the Payment Card Holder and the Bank will cancel the payment card. In such case, the holder of the Non-Personalized Payment Card may, with the consent of the owner of the account for which the payment card is to be issued, request the Bank to issue a new payment card.

#### 7.2.2. Payment card “DOBRÝ ANJEL” (*Good Angel*)

By your request for international payment card Maestro DOBRÝ ANJEL You as account owner give Us your irrevocable consent to the debiting of funds amounting 0.0% to 0.5% of the volume of payment transactions made by the said payment card at merchants from the account for which that card has been issued, and to the funds crediting to non-profit organization DOBRÝ ANJEL, n. o., company identification number: 37 887 319. We notify You about the actual amount of your contribution to the non-profit organization mentioned in the preceding sentence by Publishing. We will refund the contributions to the non-profit organization debited in a calendar month to You at once, on the 15th date of the following calendar month at the latest, to the account for which the payment card has been issued.

#### 7.2.3. Maestro BMK Payment Card – Bratislava City Card

Maestro BMK – Bratislava City Card (hereinafter referred to as the “Bratislava City Card”) is issued as a Maestro international payment card for the current account of a natural person, for a payment card holder who has his/her permanent domicile in Bratislava and meets all other conditions set out by the Bank for payment card holders. We bear no liability for the non-banking functions of the Bratislava City Card or for the discounts and benefits provided with the Bratislava City Card by carriers or other parties.

#### 7.2.4. VISA Inspire and VISA Inspire Gold

If You are a holder of payment card VISA Inspire or Visa Inspire Gold, You can make cash withdrawals from ATMs of the Intesa Sanpaolo Group without charge for cash withdrawal from ATMs (according to the Price List) in the following countries:

Albania: Intesa Sanpaolo Bank Albania

Bosna and Hercegovina: Intesa Sanpaolo Bank Bosna i Hercegovina

Egypt: Bank of Alexandria



Croatia: Privredna banka Zagreb  
Hungary: CIB Bank,  
Moldova: Eximbank  
Romania: Intesa Sanpaolo Bank Romania  
Russia: Banca Intesa Russia,  
Slovenia: Banka Koper – Intesa Sanpaolo Bank  
Serbia: Bank Intesa Beograd  
Italy: Intesa Sanpaolo  
Ukraine: Pravex Bank.

### 7.2.5. Card for youth

If You are a natural person aged 8 to 14 and simultaneously an owner of a current account maintained in euro currency for which We offer the Start Junior service package or a VÚB Account at a discounted price for youth, or You are a natural person aged 15 to 26 and simultaneously an owner of a current account maintained in euro currency for which We offer the service package VÚB Account “for students” or “for youth” at a discounted price, We will issue a debit payment card for youth for You.

The Card for Youth is automatically renewed two (2) months before its expiration date in accordance with sections 7.8 hereof. If You as holder of a Card for Youth reach 27 years of age, your Card for Youth will be renewed and changed to Visa Inspire debit card upon the nearest card renewal.

### 7.3. Card issue, expedited issue, re-issue/PIN re-printing and payment card/PIN delivery

Only You as the account owner are authorized to apply for a payment card issue; a payment card may be issued for other person than the account owner with your consent.

#### 7.3.1. Payment card/PIN delivery

You may request that We deliver your payment card and/or PIN as follows:

- If the payment card has been issued for the account of a natural person, i.e. in the name of a natural person:
  - to the agreed Point of Sale, or
  - to the correspondence address of the payment card holder;
  - via selected Nonstop Banking channels;
- If the payment card has been issued for the current account of a legal entity:
  - to the agreed Point of Sale, or
  - to the address of the owner of the account for which the payment card has been issued, or
  - via selected Nonstop Banking channels.

Your PIN information is always delivered separately from the payment card. A PIN is a 4-digit code. Only You as

payment card holder know your PIN. We do not keep any records of PINs. You as payment card holder may change the PIN anytime after entering the current PIN in ATMs that support the PIN change function, no later than two (2) months before the payment card expiration date.

If your payment card got lost, stolen, misused or mechanically damaged, You may request that We re-issue it. You as account owner acknowledge that payment card holder may at any time request Us for re-issue of the card. If You as account owner do not give your consent to the re-issue, You should block and cancel the payment card.

A deactivated payment card can be re-issued only after it has been blocked.

You may apply for expedited payment card issue or re-issue and expedited PIN printout. If it is so:

- You may collect your payment card or PIN only at the Point of Sale at 2 Páříčkova street in Bratislava, on the third Bank Day of the request submitting date at the earliest, or
- We can send You your payment card or PIN on the same day by courier to your postal address or another Point of Sale at the latest on the fourth Bank Day following the filing of the application, provided that the payment card is to be delivered within Slovakia.

If you request expedited payment card re-issue or expedited PIN printout via Nonstop Banking, at your request We will deliver your payment card also abroad.

If the payment card or PIN is to be delivered abroad pursuant to the preceding sentence, Bank bears no liability for the time of delivery and You as the owner of the account for which the payment card has been issued are required to bear all and any costs and fees related to payment card or PIN delivery abroad.

#### 7.3.2. Non-delivery of payment card/PIN

You as the payment card holder need to notify Us immediately of damage to envelopes containing a payment card or PIN. You as payment card holder need to notify Us immediately if You do not receive the new or re-issued payment card or an envelope containing the new or reprinted PIN or, if You do not receive the PIN via selected Nonstop Banking channels within 15 days following the date of your payment card or PIN request, or if the renewed payment card is not delivered to You at the latest within ten (10) days prior to the expiry of the original payment card validity. Failure to adhere to the obligation in the preceding sentence is deemed gross negligence on the part of the payment card holder. You as payment card holder should sign your payment card when You receive it in the signature strip and check the data appearing on the card; when You


receive an envelope containing a PIN, You need to check the PIN for readability.

We may charge You as the owner of the account for which a payment card has been issued a fee in accordance with the Price List for the issue, maintenance, renewal and re-issuance of a payment card or PIN reprint in advance, including express issue or re-issue of a payment card and express PIN reprint, including in case You do not collect the card and/or PIN. We may cancel a new, renewed or re-issued payment card that You fail to collect within 6 months of the card issue date.

#### **7.4. Payment card use**

You as payment card holder are obliged to use your payment card in accordance with the applicable legal regulations of the country of use. You may use your payment card at merchants, including online merchants, in banks and exchange offices, ATMs and other facilities allowing for the payment card use, marked with acceptance logos matching the logos on your payment card.

##### **7.4.1. Further conditions of card payment**

Payment cards marked with logo  on the front or back side of your payment card enable You to make contactless payments by waving your payment card over a supported payment terminal (reader), without signing the document issued by the payment terminal or without entering your PIN. You do not need to enter your PIN for payments made in Slovakia up to EUR 50 per individual payment transaction. That limit may be different abroad. Due to security reasons, certain contactless payment transactions may be declined, and You may be prompted to enter your PIN disregard of the transaction amount.

Where legal regulations require Strong Authentication of the payment card holder, We are authorized to request from You the entering of your PIN also for payment transactions of up to EUR 50 using a payment card with contactless function (i.e. in cases where the cumulative sum of previous contactless payment transactions executed with the same payment card from the date of the last use of Strong Authentication of the payment card holder exceeds EUR 150).

Contactless function is automatically activated on the payment card. You as payment card holder may deactivate the contactless function and re-activate it via Nonstop Banking services or at any Point of Sale.

##### **7.4.2. Cash-back service**

You as payment card holder are eligible to use the cash-back service which allows You to withdraw cash by payment card at selected merchants who provide cash withdrawal service (hereinafter referred to as "cash-back"), provided that the following requirements are met:

- The minimum amount of payment by payment card at the merchant from which payment card holder requests cash withdrawal is EUR 5;
- The cash amount that you as payment card holder may withdraw per payment by payment card is EUR 50;
- Cash-back is restricted by the limit for withdrawals from ATMs (ATM daily limit).

Bank will inform You about the launch of the cash-back service for payment cards by Publishing.

##### **7.4.3. Further conditions for payment card transactions via ATM**

If the owner of account for which the payment card was issued has disabled the "access to the account balance" function via an ATM, it is impossible to place payment orders by payment card via selected ATMs with "payment order" function.

You as payment card holder and You as owner of the account for which a payment card has been issued note that the use of an ATM operated by a third party may be charged at the rate and under the conditions set out by such third party.

##### **7.4.4. Payment card use to withdraw cash from VÚB ATMs VÚB via VÚB Mobile Banking application (cash withdrawal via Mobile Banking) or VÚB Junior for Children application**

You as holder of a payment card notified by Us by Publishing are authorized to use the cash withdrawal via Mobile Banking service that will enable You to withdraw cash exclusively from VÚB ATMs via the VÚB Mobile Banking application activated by You as card holder. You as card holder may use the cash withdrawal via Mobile Banking service only if your payment card status is active. You as card holder may use the cash withdrawal via Mobile Banking service to withdraw cash exclusively from the ATMs of VÚB without the physical need for your payment card, via a Mobile Banking cash withdrawal code.

The code validity is limited in time. The code validity time will display for You as card holder in the VÚB Mobile Banking application.

The daily limit for cash withdrawals via Mobile Banking per one payment card is (i.) maximum EUR 200 per one cash withdrawal via Mobile Banking, using one (1) generated code, and (ii.) five (5) codes at the maximum generated for five (5) cash withdrawals via Mobile Banking. The codes that are not used to withdraw cash via Mobile Banking also count for the above limit. If you are a minor holder of any payment card by VISA card company issued by Us and, at the same time, You use the VÚB Junior service, the provisions of this clause hereof shall apply *mutatis mutandi* to cash withdrawals from VÚB ATMs via VÚB Junior for Children application installed on your mobile device.

### **7.5. Preventing payment card use**

You as payment card holder may anytime prevent the use of any payment card issued in your name by deactivation, blocking or cancellation of the card. You as account owner may anytime prevent the use of any payment card issued for your account by deactivation, blocking or cancellation of the card, while immediately notifying the payment card holder thereof.

You as account owner may re-activate a deactivated payment card issued for your account; and You as payment card holder may do the same for a card issued for the owner's account where no misuse could have occurred and the reason for deactivation no longer exists. In the event of payment card deactivation, You as account owner and You as card holder may use the "account balance display" function in ATMs provided that the "access to account balance" function has been enabled by You as account owner.

You as owner of the account for which the payment card has been issued and/or You as payment card holder should immediately notify Us of loss, theft, misuse or unauthorized use of your payment card by phone on the phone number of our contact centre or in person at a Point of Sale and request that We block your card. If You use the Inbiz or Nonstop Banking service, You can block or deactivate the payment card also via these services, provided that they allow to do so. A blocked payment card cannot be unblocked, and on the day of its blocking it must be cancelled or the re-issue of the card can be requested.

We may block or deactivate your payment card due to security reasons and in suspicion of unauthorized or fraudulent use of your payment card. Unless otherwise stipulated by special legal regulations, We will immediately notify You of your card blocking by phone or SMS.

In the event of misuse or unauthorized use or theft of your payment card, You need to file a police report and present Us with a proof of filing.

If You find a payment card that has been reported as stolen, misused or lost as described above, You should return the card immediately in person at any Point of Sale.

## **7.6. OTHER SERVICES AND TECHNICAL SOLUTIONS FOR PAYMENT CARDS**

### **7.6.1. Card tokenization**

If We as Bank offer and/or make available (the service provider is other entity than the Bank) a payment card service that allows for the card use otherwise than by physical use (e.g. in the form of token) or such a service consists of another technical solution that supports the payment card use, see the Special Conditions and/or Publishing for detailed terms and conditions of the service offering and/or making the service available. If a payment card holder decides to use the said service, You as the owner of the account for which the payment card has been issued consent to the service use by the card holder.

### **7.6.2. Non-banking functions**

In the case of payment cards issued by the Bank, You as payment card holder are entitled to use additional non-banking functions of the payment card which allow for its use as a prepaid or electronic ticket within local public transport in Bratislava or with other carriers in other towns and municipalities which enable the activation of this non-banking function. In order to activate the additional non-banking function of the payment card, You need to visit the respective carrier or its website containing detailed information. The Bank bears no liability for the non-banking functions of the payment card.

In the event of loss or theft of the payment card with an activated additional non-banking function, You should also inform all the carriers who have activated the additional function of Your payment card.

### **7.6.3. ABU/VAU data updating**

You as payment card holder with the Mastercard or Visa logo consent to the sending of your debit payment card data (payment card number and validity) to company Mastercard and/or Visa for the purposes of automatic data updating in the Mastercard card company system Automatic Billing Updater (ABU) and/or Visa Account Updater (VAU) from the moment of effectiveness and operability of ABU and/or VAU. The effectiveness date of ABU and VAU will be notified by Publishing. Your debit payment card data updating is made in order to arrange for regular and/or recurrent payments at merchants that use the ABU and/or VAU and that have agreed with You on regular automatic

payments for goods and/or services. The said service ensures smooth execution of your regular or recurrent payments. We will keep sending data to ABU/VAU, if:

- a) a new debit payment card has been issued for You,
- b) the validity or number of your debit payment card changes,
- c) your debit payment card is cancelled.

If You do not want to have your card included in the ABU and/or VAU systems, the said service may be cancelled at your request submitted via our contact centre. The service will be cancelled within 60 days of the request receipt.

### **7.7. LIMIT FOR PAYMENT CARD USE**

The total amount of payment transactions that may be made by payment card at a merchant and for cash withdrawal in a day is limited to the amount of the agreed maximum daily limit that is always monitored in euro currency against Central European Time. You may change the amount of the agreed maximum daily limit as well as the amount of individual agreed limits for the use of a payment card which fall under the maximum daily limit; however, you may increase it maximum up to the amounts defined by Us, as notified by Publishing.

The maximum daily limit of the payment card includes:

- Limit for payments by card (daily POS limit) – limit for payments executed by the payment card at merchants at EFT POS terminals;
- Limit for ATM withdrawals (ATM daily limit). The total amount of payment transactions – ATM withdrawal is also monitored against the monthly limit. The monthly limit for ATM withdrawals by payment cards issued for natural person's account is EUR 20,000 and by payment cards issued for legal entity's account is EUR 40,000.

Only You as the account owner for which the card has been issued may set and change the limit for card payments (POS daily limit) and the limit for ATM withdrawals (ATM daily limit).

- Internet limit – limit for payments by payment card executed on-line. The internet limit may be set maximum up to the limit for card payments (POS daily limit), against which it is monitored.

The internet limit can be set and changed by You as payment card holder and by You as the owner of the account for which the payment card has been issued.

We will cancel the internet limit set by You in the case of payment card re-issue in the event of loss/theft/misuse and renewal; this shall not apply to the re-issue of the

payment card with identical number due to payment card damage.

If the internet limit amount is not stated in the contract on payment card issue and use, the internet limit is set at the amount of the limit for card payments (POS daily limit) or at the amount You as payment card holder set via Nonstop Banking or Inbiz service.

With regard to the internet limit, the limit for individual payment transactions made by payment card, in the case of which the Authorization is also performed using a Security Feature in the form of your biometric data, will be the same as the limit for the use of this Security Feature the amount of which is notified to You by Publishing. The limit amount under the previous sentence cannot be changed. The provisions of this paragraph shall apply *mutatis mutandi* to the Junior PIN Security Feature.

The limits under this section do not apply to payment orders for SEPA payments within Slovakia, submitted via our selected ATMs with "Payment Order" function.

### **7.8. PAYMENT CARD VALIDITY PERIOD AND RENEWAL**

The payment card validity terminates on the lapse of the last calendar month and year marked on the card or by the card cancellation. Your payment card is our property. You need to return to Us your payment card immediately at our request after the card expiry date and before the card expiry if the card has been cancelled or is not working.

Before the expiration date of your payment card, We will automatically issue a renewed payment card for You with an immediately following validity period unless your card gets cancelled or deactivated within two (2) months before the expiration date, or unless You notify Us that You are no longer interested in your payment card renewal or We decide not to renew it because You have not made any transaction by your payment card in at least six (6) months prior to two (2) months before the card expiration date. We will inform You as the payment card holder via SMS about the non-renewal of the payment card on the grounds that You have not made any transaction, as stipulated in the preceding sentence.

If your payment card is blocked within two (2) months before the card expiration date, it will be renewed but it will not work; if You are interested, You may apply for a new payment card issue.

You should notify Us of any change of the payment card holder's data that appear on the card no later than two (2) months before the card expiration date. The PIN of a

renewed payment card is the same as the PIN of the original card, unless the card is changed pursuant to section 7.8.1.

#### **7.8.1. Card change**

We may issue, within your payment card renewal or re-issue, also another type of payment card where certain types of payment cards are no longer issued, following a change of contractual or technical nature that excludes the option of renewal and re-issue of the original payment card type or in order to increase the payment card security. A payment card holder is authorized to refuse such a change in writing. You need to serve your refusal on Us in writing within one month of the payment card receipt or two months if You are a natural person at the latest, in which case You have the right to immediately terminate your contract without charge. If You do not refuse a change within the period above or You use your payment card, it means that You consent to the payment card renewal or re-issue.

#### **7.9. Notifications on payment card transactions**

##### **7.9.1. Notification on payment card use**

If You as the owner of the account for which the payment card has been issued request Us for information about the payment card use (e.g. sending of notifications for payment card authorization), We will send You such notification according to the form chosen by You via SMS, e-mail, push notification or message sent to the Nonstop Banking mailbox.

##### **7.9.2. Mark-up notification**

From the date of effect of Article 3a(5) and (6) of Regulation (EU) 2019/518 of the European Parliament and of the Council of 19 March 2019 amending Regulation (EC) No 924/2009 as regards certain charges on cross-border payments in the Union and currency conversion charges (hereinafter referred to as the "Regulation"), we undertake to send You as the owner of the account for which a payment card has been issued and You as a natural person a free-of-charge notification with information on the total charges for the currency conversion expressed as a percentage mark-up over the latest available euro foreign exchange reference rate issued by the European Central Bank (hereinafter referred to as the "mark-up notification"). We will send you the mark-up notification in the manner chosen by You as regards the sending of notifications in accordance with sub-section 7.9.1. hereof, by means of SMS message, e-mail, push notification or message sent to the Nonstop banking mailbox.

We will send you the mark-up notification immediately upon the Authorization of the payment transaction by payment card issued for your account as a natural person, for cash withdrawal from an ATM or for payment at the point of sale in any Union currency, provided that the payment transaction includes the currency conversion service. Regardless of the number of Authorizations under the previous sentence, executed in one and the same Union currency, we will send You the mark-up notification for the given Union currency only once in the calendar month in which We receive information on the Authorization under the previous sentence in the given Union currency.

Mark-up notifications are for information only. The mark-up amount specified in the mark-up notification may change as a result of changes in the applicable exchange rates upon Authorization and accounting of the payment transaction.

If You as the owner of the account for which a payment card has been issued are not a natural person, the provisions of Article 3a(5) and (6) of the Regulation and of this section hereof on the sending of mark-up notifications will not apply to You.

##### **7.9.3. Common provisions on notifications regarding payment cards**

You as the owner of the account for which a payment card has been issued and a natural person can choose, change or cancel the electronic channel by means of which We send You the notifications in accordance with sub-sections 7.9.1. and 7.9.2. hereof via Nonstop Banking.

You as the owner of the account for which a payment card has been issued and who are not a natural person can choose, change or cancel the electronic channel by means of which We send You the notifications in accordance with sub-section 7.9.1. hereof via Nonstop banking or Inbiz services.

If You do not choose an electronic channel for the sending of notifications in accordance with the previous two sentences or You cancel an already chosen electronic channel without choosing another one, or if You cancel the service by means of which You choose such electronic channel, You thereby express your refusal to being sent such notifications.

##### **7.10. Authorization**

Making a payment transaction by payment card is conditional on Authorization (consent to the transaction execution).

You give your consent to payment transaction execution by payment card:

- a) in ATMs upon cash withdrawal by card that is physically present, by correct PIN entry using the ATM keyboard,
- b) upon cash withdrawal via Mobile Banking, by a Security Feature – correct mobile PIN entry in the VÚB Mobile Banking application and subsequent entry of the correct code for cash withdrawal from ATM on the VÚB ATM keyboard,
- c) upon the physical presenting of your payment card by correct PIN entry or signing of the receipt printed from a payment terminal, in which case your signature must correspond with your signature on the payment card where the payment card allows that,
- d) upon contactless payment transaction, by your payment card/telephone waving over the payment terminal, without signing the receipt printed from the payment terminal or the PIN entry and/or with the correct PIN entry,
- e) in special payment terminals (e.g. self-service terminals when making low-value payment transactions), by the payment card use (inserting/waving) without the need for PIN or by your signature in the receipt printed from the payment terminal,
- f) when used on the internet by entering the payment card number, validity date of the payment card, and CVV2 or CVC2 code according to the card type (or by entering one-time payment card data generated via VÚB Junior application for children pursuant to point 8.11. hereof). If an online merchant uses the 3-D Secure system, You give your consent along with the procedure under the preceding sentence also by your use of one of the following Security Features for the Nonstop Banking services: (i) authorization SMS code, (ii) one-time authorization code generated by mobile token, (iii) mobile PIN, (iv) your biometric data (e.g. your fingerprint, face recognition, etc.), or (v) Junior PIN, if you are a minor holder of any payment card by VISA issued by Us and You use the VÚB Junior service. If You choose authorization SMS as a Security Feature for Nonstop Banking services under the previous sentence, You thereby give your consent to the use of the payment card's Security Feature – password of the card by which You execute the payment transaction. In case the Bank evaluates the payment transaction by payment card as secure, You will not be required to enter the selected Security Feature for Nonstop Banking services under this letter, including the payment card's Security Feature under the third sentence of this letter, will not be requested;
- g) only by entering the payment card number, validity date of the payment card, and CVV2 or CVC2 code according to the card type (or by entering one-time payment card data generated via VÚB Junior for

Children application pursuant to point 8.11. hereof), if you execute an online payment operation using a payment card with merchants who do not use the 3-D Secure system.

Before granting your consent to a payment transaction by payment card, it is necessary that You as payment card holder verify the correctness and readability of all the data pertaining to the payment transaction in progress. Confirmation of the payment transaction by payment card must not be crossed out or corrected. A merchant may request permission to carry out the requested payment transaction and execute it only with our consent.

#### **7.11. CLEARING**

You as account owner need to ensure sufficient balance in your current account to clear the payment transaction and associated fees and charges. You as account owner acknowledge that by execution of a payment transaction for which Authorization of the account balance is not required, or if the payment transaction is cleared after cancellation of the escrow, the maximum daily limit for the payment card may be exceeded and unauthorized debit may occur in the account. We may debit from the account for which the payment card has been issued all the payment transactions and obligations arisen out of the payment card use also where that would lead to unauthorized debit in the current account. We may also debit from that current account the charges of card companies and all the expenses and compensation for damage incurred by Us as a result of failure to adhere to these Terms and Conditions on your part.

We may block in a current account, from the day of payment transaction authorization, the amount necessary to execute that transaction. Every transaction made by payment card will be debited from the current account using the cash exchange rate applicable on the date of the funds debiting from the current account. We will charge the current account immediately after the receipt of the payment order from the beneficiary's bank, therefore clearing may occur later, after the payment transaction execution. However, that delay is not attributable to Us. Charges of card companies and our exchange rate fees in accordance with the Price List may be added to the amount of the payment transaction. In payment transactions made in other than euro currency, We will convert the amount provided by the card company to the euro currency using the exchange rate of the card company, applicable on the date of the transaction processing by the card company. If your current account is maintained in the currency other than euro and You carry out the payment transaction by payment card in the currency of the current account, before clearing and debiting the funds from the current account,

the payment transaction will be converted by the card company in euro currency (including card company charges and currency exchange costs in accordance with the Price List), and We will subsequently convert the amount to the currency of the current account using our exchange rate (foreign exchange, buy) applicable on the date of the payment transaction clearing by Us.

We display the exchange rate of payment transactions made by payment card in your current account statements only where We convert the amount to the currency of the account. If a payment transaction is converted to the currency of the account directly by the card company, We do not display the exchange rate. To translate Authorization amounts, the exchange rate of the card company applicable on the date of the payment transaction execution is used, and to clear such an amount, the exchange rate of the card company applicable on the date of the payment transaction processing is used, therefore the Authorization and debited amounts of the payment transaction may be different.

The Dynamic Currency Conversion (DCC) service offers You, in ATMs and payment terminals, clearing of payment transactions made by payment card in a foreign currency after being converted to euro currency, using the exchange rate set by the beneficiary's bank instead of the card company. If You accept an offer for such clearing, You confirm that You are familiar with and consent to the use of the exchange rate and eventual charges of the beneficiary's bank.

## **7.12. PAYMENT CARD SECURITY GUIDELINES**

You as payment card holder should adhere to the following general security guidelines for payment card use:

- a) sign your payment card upon receipt on the back side in the signature strip,
- b) retain your payment card in a secure location, protect it from loss, damage, destruction or misuse by another person,
- c) do not reveal or disclose your payment card data; do not allow other persons, including your relatives, to obtain them otherwise,
- d) use your payment card only personally, prevent the card use by another person, do not lend it to anyone or keep it with any other person, including your relatives,
- e) protect the PIN, do not disclose it to other persons, including your relatives, do not keep it together with the payment card, do not write it down on the payment card or elsewhere (e.g. in your phone), after memorizing the PIN, destroy the envelope containing the PIN,
- f) hide the PIN entry,
- g) when You change your PIN, apply due care to prevent eventual misuse, in particular You must not select a code that is easy to guess or derive, e.g. four same digits, simple number sequences, any part of your payment card number or the date or year of birth of the payment card holder,
- h) check regularly, at least once in a calendar year, your debit payment transactions in the account for which the payment card has been issued,
- i) if You suspect that your payment card has been misused, lost, stolen or used in an unauthorized manner, contact Us immediately and request that We block the card,
- j) do not let a merchant stay out of your sight with your payment card or handle your card in hiding or out of your sight,
- k) when You withdraw cash via Mobile Banking, protect the ATM withdrawal code and do not disclose it to other persons, including your relatives.

We notify You that We will never ask You for your payment card number or payment card PIN over the phone, by e-mail, SMS, social media or via other similar means of communication. You need to notify Us immediately of any encountered attempt to obtain the information above.

## **7.13. RETAINED PAYMENT CARD**

If a payment card issued by Us is retained by our ATM, operated by a Point of Sale, You as payment card holder should submit a request for the payment card return in person at that Point of Sale within 30 days of the retention date, otherwise your payment card will be cancelled and shredded. Upon expiry of the period under the previous sentence, You may apply only for a new payment card issuance. If your card is retained by an ATM operated by a third party, your payment card will be cancelled and shredded, and You may apply only for a new payment card issuance. A merchant may retain a payment card in suspicion of theft, falsification or tempering with the card, if the signature in the payment terminal receipt does not correspond with the signature on the payment card, if the payment card does not have all the security features in accordance with the regulations of card companies or if an order to retain the card appears in the payment terminal.

## **7.14. INSURANCE AGAINST MISUSE OF PAYMENT CARD ISSUED FOR AN ACCOUNT REGISTERED IN A LEGAL ENTITY'S NAME**

You represent, by concluding the contract on the basis of which You have been issued your payment card, that You are aware and consent to the conditions of insurance of

payment cards issued in your name on the basis of Group Insurance Policy for Insurance Against Misuse of Payment Cards Issued for Legal Entities No. 9529900002, concluded between Us and company Generali poisťovňa a. s., with registered office at Lamačská cesta 3/A, 841 04 Bratislava, company identification number: 35 709 332, and to the General Insurance Terms and Conditions for Insurance Against Financial Loss Resulting from Misuse of Payment Cards Issued for Legal Entities (VPP FSPKPO15) in the event of loss or theft of a payment card issued by VÚB, a.s. The said documents are available at our Points of Sale. We pay the full insurance premium under this section hereof. You as payment card holder are aware that for the purposes of registration and use of the insurance above, it is necessary that We provide the said insurance company with your following personal data: name and surname, birth registration number, number and validity of your payment card.

### **7.15. CONTRACT TERMINATION**

The contract on the basis of which your payment card has been issued expires upon:

- a) cancellation or return of all payment cards issued for the account on the basis of the contract at any Point of Sale,
- b) the expiration date of the last payment card issued on the basis of the contract where that card has not been re-issued or renewed,
- c) termination by Us or You,
- d) withdrawal from the contract by Us,
- e) expiry of the contract on the basis of which We have opened your current account for which the payment card has been issued.

The cancellation or non-renewal of the payment card which was issued and maintained for a current account as part of the account will result in exclusion of the payment card from the account and may affect the amount of the fee for account maintenance in accordance with the Price List, with effect from the month following the month in which the payment card was cancelled or not renewed.

The procedure aiming at termination of the contract on the basis of which We maintain your current account is deemed simultaneously a procedure leading to termination of the contract on the basis of which your payment card has been issued for the said account.

Unless otherwise stipulated by special regulations, You may terminate the contract on the basis of which your payment card has been issued without stating the reason and with immediate effect.

Unless otherwise stipulated by special regulations, We may terminate the contract on the basis of which your payment

card has been issued without stating the reason with 30-day notice and 2-month notice if You are a natural person, commencing on the day of the termination notice receipt by You.

Unless otherwise stipulated by special regulations, We may terminate the contract on the basis of which your payment card has been issued due to i) a breach of these Terms and Conditions, ii) if You as holder of a Bratislava City Card payment card change your permanent domicile to a place outside Bratislava during the term of the contract on the basis of which your Bratislava City Card has been issued to You, with 2-month notice commencing on the first calendar day of the month after the month in which the termination notice has been served to You. This does not apply in the event of provable fraudulent conduct on your part, in which case the termination notice shall take effect immediately upon receipt unless otherwise stipulated by special regulations.

Unless otherwise provided in this section hereof, the provisions of section 4.6 hereof shall apply accordingly also to termination of the contract on the basis of which your payment card has been issued.

## **8. NONSTOP BANKING**

### **8.1. INTRODUCTORY PROVISIONS AND CONTRACT FOR NONSTOP BANKING SERVICES**

We offer certain Banking Deals and services also from distance, by electronic communication via the electronic communication network of the Nonstop Banking services. We offer the Nonstop Banking services solely on the basis of a contract for Nonstop Banking services. The contract on the basis of which We offer You the Nonstop Banking services is concluded for an indefinite term. When We register You for the Nonstop Banking, You can start using in from the receipt of the relevant Security Features.

We offer the Nonstop Banking services via the following channels:

- a) Internet Banking (Internet Banking, Mobile Banking, ePlatby VÚB, VIAMO, VÚB Junior),
- b) service Kontakt (service Kontakt, automatic voice system).

### **8.2. TECHNICAL AND PROGRAMME EQUIPMENT**

To use the Nonstop Banking services, You need to have the required technical and program equipment installed in your electronic device. The details of the equipment are notified by Publishing. You should update your equipment regularly.



### 8.3. ACCESS TO NONSTOP BANKING SERVICES

You as account owner are authorized, via Nonstop Banking services, to dispose of your accounts as well as execute selected Banking Deals, if these services allow to do so. You as account owner may authorize another Nonstop Banking user to handle your accounts to the extent You determine in the signature specimen in accordance with section 4.5 hereof.

If You designate another Nonstop Banking user as “owner” in the signature specimen, that person will see all your accounts, payment cards, loans and investments in the Nonstop Banking.

### 8.4. SECURITY FEATURES

The use of the Nonstop Banking services is conditional on the use of the Security Features We have assigned to You. You need to use the Security Features in the combination pre-defined by Us for your due Authentication and Authorization to use the Nonstop Banking services. We notify the pre-defined Security Features combination by Publishing. Upon the first login, You need change the password We have assigned to You. Due to security reasons, We may prompt You anytime to change your Security Features. You are obliged to abide by each such our request.

You may change the assigned Security Features for the Nonstop Banking as follows:

- a) via the Internet Banking, your password, SMS authorization, token, mobile PIN or mobile token,
- b) via service Kontakt, your password, SMS authorization, token, mobile PIN or mobile token,
- c) via the VÚB Mobile Banking application, the mobile PIN and password defined by the client.

### 8.5. SECURITY FEATURE LIMIT

Unless otherwise stipulated herein, You may dispose of the funds on the account via Nonstop Banking services, if these services allow to do so, up to the lower of the following limits: limit agreed for a particular Security Feature, or maximum daily limit for an authorized person pursuant to paragraph 4.5.1. The limits for Security Features are set in the euro currency or equivalent in a foreign currency (translated using the current exchange rate applicable at the time of the payment order submitting) per user per day and Security Feature. The amounts of limits set for respective Security Features add up. Limits for Security Features do not apply to payment transactions made between accounts of which You are the owner, investment in mutual funds We maintain for You as account owner and payment transactions assessed by our security systems as

secure. You as user may change the amount of limits for respective Security Features anytime via selected channels, i.e. the Nonstop Banking or a Point of Sale; however, You may increase them up to the maximum amount for Security Features pre-set by Us and notified by Publishing.

### 8.6. NONSTOP BANKING SERVICES

The Nonstop Banking services are offered continuously, save for the time necessary for the system maintenance and time necessary to rectify technical issues.

Within the Nonstop Banking, You may register for electronic receiving of password-protected information. You may set your password and change it anytime. We are not liable for availability of password-protected information sent electronically if You forget your password.

To use the Internet Banking, You should use only the following web addresses: <https://nib.vub.sk> or <https://ib.vub.sk> protected by SSL encryption with at least 256-bit key, with our certificate (You can check it in the internet explorer by clicking on the lock icon). To use the Mobile Banking, You should use only the VÚB Mobile Banking application installed from official electronic mobile application stores. You may use the VÚB Junior for Children/VÚB Junior for Parents application only under the conditions You have installed it from official e-stores for mobile applications. We reserve the right not to allow You to install and activate the VÚB Mobile Banking application and the VÚB Junior for Children/VÚB Junior for Parents application on iOS and Android devices modified by a jail-break or root.

### 8.7. NONSTOP BANKING SECURITY

**8.7.1. You as Nonstop Banking user are obliged to adhere to the following security guidelines:**

- a) use the Nonstop Banking only on a trustworthy device protected from viruses, malicious codes and network attacks and that has an antivirus and antispyware software regularly updated,
- b) do not use the Nonstop Banking on public computers or public mobile devices (e.g. internet café, schools, hotels),
- c) not to install the VÚB Mobile Banking application and the VÚB Junior for Children/VÚB Junior for Parents application on iOS and Android devices modified by a jail-break or root;
- d) verify the security (encryption) of mutual communication and the web address and identity of the Internet Banking website,

- e) pay attention to e-mails and other messages and do not open suspicious or unknown attachments and links in unsolicited e-mails or other messages or e-mails or other messages from unknown senders,
- f) protect your Security Features from misuse, disclosing and theft and prevent other persons' access to them; the provisions of section 6.8 hereof remain hereby unaffected,
- g) use your Security Features only personally, do not lend them to anyone or keep them with any other person, including your relatives,
- h) hide the Security Features entry,
- i) if You change your Security Feature, create a unique Security Feature (i.e. do not use simple number and letter sequences),
- j) in suspected misuse, loss, theft or unauthorized use of your Security Features or the Nonstop Banking, contact Us immediately to block them and/or deactivate the Nonstop Banking and issue new Security Features,
- k) in the event of a loss or theft of the device through which You use the VÚB Mobile Banking application and/or VÚB Junior for Children/VÚB Junior for Parents application, immediately request Us to deactivate the VÚB Mobile Banking application and/or the VÚB Junior for Children/VÚB Junior for Parents application through our contact centre, or You as the user of Nonstop Banking services are obliged to immediately deactivate the VÚB Mobile Banking application through Internet Banking, or You as the legal representative of a minor holder of any payment card by VISA issued by Us are obliged to immediately deactivate the VÚB Junior for Children application through your VÚB Junior for Parents application;
- l) in suspected misuse or unauthorized use of your mobile PIN, deactivate the VÚB Mobile Banking application on the device on which You have used your mobile PIN immediately via the Internet Banking, VÚB Mobile Banking application or our contact centre,
- m) in the event of suspected misuse or unauthorized use of the Junior PIN, immediately deactivate the VÚB Junior for Children application on the device on which you used it through our contact centre, or You as the legal representative of a minor holder of any payment card by VISA issued by Us are obliged to immediately deactivate the VÚB Junior for Children application through your VÚB Junior for Parents application;
- n) install the VÚB Mobile Banking and/or VÚB Junior for Children/VÚB Junior for Parents application only from an official store for Android devices;
- o) check during the VÚB Mobile Banking application installation if We are the developer,
- p) on the devices on which You use Mobile Banking services and/or VÚB Junior for Children/VÚB Junior for Parents applications, install application exclusively from official application e-stores;
- q) when You use the Internet Banking, observe further security instructions announced directly on the Internet Banking login page,
- r) when You use payment initiation services and the Account Information Transmission Service, ensure that your Security Features are always accessible only to You and Us as their issuer, otherwise You are liable for the resulting damage.

Failure to adhere to the guidelines above is deemed gross negligence on the part of the Nonstop Banking user.

We will never ask You for Security Features, personal data or data that are subject to bank secrecy via an SMS, social media or e-mail or other similar means of communication. When You use service Kontakt, We will never ask You for the entire password as Security Feature. You should Notify Us immediately of any attempt to obtain Security Features in the preceding sentence from You.

#### **8.8. LOSS, THEFT, MISUSE, BLOCKING AND DEACTIVATION**

You may request that We block your Security Features anytime by phone via our contact centre or in person at any Point of Sale. You should immediately notify Us of loss, theft, misuse or unauthorized use of your Security Features or Nonstop Banking by phone on the phone number of our contact centre or in person at a Point of Sale and request that We block your Security Feature and/or deactivate your Nonstop Banking service.

You have a certain pre-set number of permitted consecutive failed attempts to log in; that number is the same for all the Nonstop Banking channels. If that number is exceeded, the Security Features applied will be blocked automatically; if that happens while using the Contact Centre services, the phone call with You will be ended; if that happens while using the VÚB Mobile Banking and/or VÚB Junior for Children/VÚB Junior for Parents application, your access to our services via this application will be deactivated automatically. You may request that your Security Feature be unblocked or re-issued at any Point of Sale or via selected Nonstop Banking channels. For further use of the VÚB Mobile Banking application, You will need to re-activate it in the application or via the Internet Banking. After each successful login to the Nonstop Banking, the number of consecutive failed attempts to log in resets.

We may block your Security Feature or access to the Nonstop Banking due to security reasons and in suspicion of unauthorized or fraudulent use or conduct contradictory to the applicable legal regulations. Unless otherwise

stipulated by special legal regulations, We will immediately notify You of your Security Feature or access to the Nonstop Banking blocking by phone or SMS.

### **8.9. CONTRACT TERMINATION**

Unless otherwise stipulated by special regulations, You may terminate the contract on the basis of which We provide You with the Nonstop Banking services without stating the reason and with immediate effect.

We may terminate the contract on the basis of which We provide You with the Nonstop Banking services without stating the reason with 15-day notice and 2-month notice if You are a natural person; if it is so, the notice period should start to run on the first day of the month after the month in which We have served the termination notice on You.

### **8.10. VIAMO**

Detailed terms and conditions of service VIAMO are provided in the Special Conditions under name Special Business Terms and Conditions of Service VIAMO Platitel' VÚB, a.s. as amended.

### **8.11. VÚB JUNIOR**

If You are a minor holder of any payment card by VISA issued by Us (hereinafter in this clause referred to as the "Card") (hereinafter in this clause referred to as the "Minor Card Holder") or a legal representative of a Minor Card Holder and, at the same time, hold any payment card issued by Us (hereinafter in this clause referred to as the "Legal Representative"), We offer You the VÚB Junior as part of the Nonstop Banking services. The VÚB Junior service enables Minor Card Holders and Legal Representatives as Nonstop Banking users to have access to information on the Card use by a minor holder via VÚB Junior for Children application installed in the mobile device of the Minor Card Holder and VÚB Junior for Parents application installed in the mobile device of the Legal Representative. The installation and use of the VÚB Junior for Children is possible only with the simultaneous installation and use of the VÚB Junior for Parents application.

In addition, the VÚB Junior service enables a Minor Card Holder to execute online payment operations via VÚB Junior for Children application using the Card in compliance with the provisions hereof.

Furthermore, the VÚB Junior service enables Minor Card Holders to execute online payment operations up to the amount of the available balance of the account to which the Minor Card Holder's card has been issued and maximum up to the amount specified by Publishing, using

also the one-time payment card data generated through the VÚB Junior for Children application. The generation of one-time payment card data through the VÚB Junior for Children application to execute an online payment operation by a Minor Card Holder is conditional upon the prior consent of the Legal Representative granted at the request of the Minor Card Holder via VÚB Junior for Parents application. The payment operation under this paragraph shall be authorised in compliance with clause 7.10 of the Terms and Conditions, while taking into account the limit of the applied Security Feature specified by Publishing. The execution of the payment operation under this paragraph is checked not against the contractually agreed Online Limit of the Minor Holder's Card, but against the Limit for payment by card (daily POS limit) and against the contractually agreed maximum daily card limit.

Once the Minor Card Holder reaches the age of majority, We are authorized to deactivate the VÚB Junior for Children and VÚB Junior for Parents applications installed on your mobile devices and not to allow their re-activation. If You use the VÚB Junior for Parents application as the Legal Representative of several Minor Card Holders, We are authorized to restrict the use of your VÚB Junior for Parents application with respect to the Minor Card Holder who has reached the age of majority as of the date of reaching the age of majority.

### **8.12. OTHER SERVICES**

If You are a legal person, We offer You certain Banking Deals and services from distance based on the interconnection of electronic devices through electronic communication network via other services with product names MultiCash, InBiz, H2H, and Business Zone. We offer those services on the basis of a special contract and the terms and conditions of those services are provided in the Special Conditions.

### **8.13. CHANGES MADE BY YOU THROUGH NONSTOP BANKING, MULTICASH, INBIZ, H2H, AND BUSINESS ZONE SERVICES**

If You make a change to the conditions and settings of individual products and/or services that We give You on the basis of a Banking Deal contract via the Nonstop Banking and/or other services under section 8.12 hereof, those changes will supersede the pre-agreed conditions and settings of products and/or services and will become inseparable part of your Banking Deal contract.

## 9. AUTHORIZED AND UNAUTHORIZED OVERDRAFT

### 9.1. AUTHORIZED OVERDRAFT

We offer You - natural persons, for current accounts We maintain for You, a credit in the form of authorized overdraft with product name "Flexi Debit", or authorized overdraft with product name "START" on the basis of a written contract concluded for an indefinite term. Authorized overdraft is a form of credit that enables You to handle funds in your current account beyond your own funds. You need to pay Us interest on the funds given to You as authorized overdraft.

### 9.2. AUTHORIZED OVERDRAFT REPAYMENT

Overdraft is repaid automatically with each credit of funds to your account by reduction of the negative balance in your current account for which authorized overdraft has been permitted.

### 9.3. UNAUTHORIZED OVERDRAFT

We may clear transactions R and make corrective clearing also from an account with insufficient balance, and We may debit interest, default interest, charges and fees, withholding tax, contactless payment transactions made by payment cards and our other claims also from an account with insufficient balance also if that would result an excess of the maximum limit of authorized overdraft permitted for the account. Upon the clearing in accordance with the preceding sentence, unauthorized negative balance in the account is produced (unauthorized overdraft). In the event of unauthorized overdraft, We will send You a dunning letter with the period for the unauthorized overdraft payment. If You fail to remit the unauthorized overdraft within that period, our claim - the unauthorized overdraft - will become payable immediately including the fees and interest and We may exercise our rights and take legal action or out-of-court action to pursue the debt. You need to pay Us interest on the unauthorized overdraft throughout the unauthorized overdraft existence.

## 10. INTEREST, CHARGES, TAXES, EXCHANGE RATES AND FUNDS BLOCKING

### 10.1. INTEREST ON PRODUCTS AND SERVICES

#### 10.1.1. Interest rates and interest rate changes

We announce the current interest rates and interest rate changes by Publishing. We may unilaterally change the interest rates. A change of interest rate based on a reference interest rate as well as change of interest rate

that is more favourable for You may take effect immediately also without prior notice.

#### 10.1.2. Deposits bearing interest

Account balance bears interest at a percentage rate and in the currency of the account or deposit. Account balance and deposits bear interest from the date of the funds crediting to the account or deposit making and until one day before the funds withdrawal date, transfer date or expiration date of the term deposit. For the purposes of calculation of interest on balance and deposits, a month means 30 days and a year means 360 days; for term deposits shorter than 1 month and for structured deposits, the actual number of days of the term deposit and actual number of days in a year is used.

Term deposits bear interest at the rate notified by Publishing, applicable on the date of the deposit making or renewal and the interest rate remains the same throughout the deposit term. Account balance, deposits with notice periods and non-term deposits bear interest at the current rate notified by Publishing. We may offer You an individual interest rate on deposit accounts with balance exceeding the limit notified by Publishing. If it is so, We may agree on an individual interest rate for the given fixed term orally upon the deposit making or fixed term renewal and We will confirm it in writing in the account statement. The individual interest rate remains the same throughout the deposit term, however, if the balance in the deposit account drops below the limit notified by Publishing, We may automatically change the individual interest rate to the applicable standard interest rate notified by Publishing, applicable on the date of the deposit making, from the date of the balance dropping below the limit notified by Publishing. If We do not agree on an individual interest rate for the next fixed period upon the deposit renewal, the deposit will bear the applicable standard interest rate notified by Publishing, applicable on the date of the deposit making during the renewed fixed term.

We credit interest to accounts or saving books in the currency of the account or deposit, as follows:

Current accounts without a service package and current accounts for natural persons with a service package	Monthly, as at the end of the calendar month
Current accounts for legal persons with a service package	Monthly, as at the end of the calendar month
	Bonus interest rate monthly, in the beginning of the next month (no later

	than on the 6th day of the next calendar month)
Deposits in deposit accounts (term deposits)	Upon the deposit payability date, at least once a year
Non-term savings books and savings books for children	Once a year as at the end of the calendar year
Savings books with notice period	Once a year as at the end of the calendar year
Upon the account or savings book closing	As at the account or savings book closing date

Unless We agree on otherwise, We credit interest to the account principal to which the interest applies. If the account to which interest is to be credited from other current or deposit account is blocked or closed, You need to agree with Us immediately on another account for interest crediting, otherwise We may credit interest to the account principal to which the interest applies. We credit interest on deposits in a savings book to the savings book principal. We will notify You of the interest crediting by a notification; that does not apply to savings books. We debit withholding tax from the interest credited in accordance with the applicable legal regulations. We deduct the withholding tax from the interest on the date of the interest crediting.

#### 10.1.3. Interest on authorized overdraft

We apply interest on the amount of authorized overdraft at the current interest rate notified by Publishing. For the purposes of calculation of interest on authorized overdraft, a year means 360 days. Interest should be paid for the period of calendar month always on the last day of the calendar month and the interest amount due will be deducted automatically from the current account for which authorized overdraft has been permitted. If You fail to remit the amount of authorized overdraft and related fees and charges at our request or upon the expiry of the notice period following a termination notice given by You or Us, or following a withdrawal from the contract on the basis of which We provide You with authorized overdraft, or until the payability date of the authorized overdraft, You should pay Us default interest as notified by Publishing on the amount overdue in addition to the regular interest.

#### 10.1.4. Interest on unauthorized overdraft

We apply interest on the amount of unauthorized overdraft throughout the unauthorized overdraft existence at the current interest rate notified by Publishing. Interest on unauthorized overdraft is debited from your account once a month, as at the last day of the relevant month. After the 91st day of unauthorized overdraft, the amount of interest on unauthorized overdraft are no longer regularly posted and are debited from your account as at the end of the

calendar month in which the unauthorized overdraft has been remitted or as at the date of the action to pursue the unauthorized overdraft.

### 10.2. CHARGES, FEES AND COST

You undertake to pay Us for the performed services a compensation for disbursements and fees and charges set out in the Price List applicable on their clearing date. If no payability date of compensation for disbursements and of fees and charges has been agreed on, they are payable on the date of the paid transaction making. We are authorized to unilaterally amend the Price List. The provisions of section 18.1. apply to amendments of the Price List accordingly.

We charge You – natural persons – for payment services pro rata, i.e. for the days of the payment service giving including the day of the payment service cancelation. That does not apply to legal persons. Legal persons are also charged cancelation fees for cancelation of payment services and means of payment in accordance with the current Price List.

### 10.3. EXCHANGE RATES

By our exchange rates list We determine the list and value of the rates of exchange of one currency to another upon Banking Deals making. We reserve the right to convert only the currencies listed in our exchange rates list. We use the “cash” exchange rate for cash Banking Deals, and the “foreign exchange” exchange rate for wire Banking Deals. Unless otherwise provided herein, the relevant buy or sell exchange rate in our exchange rates list applicable on the Banking Deal processing date is used to convert the currencies. The exchange rates list is available on the Website and at selected Points of Sale.

We usually update our exchange rates list every Bank Day in accordance with the situation on the financial market. We may unilaterally and without prior notice change the exchange rates list also during a Bank Day in accordance with the situation on the financial market. When making certain Banking Deals mentioned herein or if expressly agreed on between You and Us, We may use our individual exchange rate for currency conversions instead of our exchange rates list in accordance with the situation on the financial market, or a fixed rate.

### 10.4. FUNDS BLOCKING

We will not allow You to handle funds or deposits in your account in the following cases:

- a) execution of a judgment or execution where We are ordered so by the authorities,

- b) at Your written request,
- c) an agreement in writing between You and Us on restriction of funds or deposits in your account handling (e.g. by escrow, reserve or blocking),
- d) pledge of receivables from the account,
- e) a trustworthy proof of death of the sole account or savings book owner,
- f) a trustworthy proof of death of the sole or several owners of the account maintained for several account owners to which a retirement pension is credited regularly,
- g) a substantiated suspicion that your actions contradict the applicable legal regulations,
- h) a substantiated doubt about who is authorized to act and sign on behalf of You where You are a legal person,
- i) reasons pre-agreed herein,
- j) reasons set out by legal regulations.

The receivables from accounts and deposits related to funds blocked due to reasons above are not payable during the existence of the reasons above and cannot become payable unless legal regulations stipulate otherwise. The funds blocked in accordance with the above are not displayed as available in the available balance display unless legal regulations stipulate otherwise.

We may charge Your account or savings book on the basis of a decision of an authority authorized to request that We debit funds from your account or savings book also without your instruction or consent. In the event of execution of a judgment or order issued by the relevant authorities, We will open for You as account owner an escrow sub-account dedicated for concentration of funds pertaining to the execution of a judgment/execution. We will notify You in writing about the escrow sub-account opening.

Blocking of funds (escrow) cannot be agreed on for a current account with authorized overdraft or for which a payment card has been issued, for an account maintained for the purposes of a social fund, reserve fund, reconstruction and development fund or other special purposes stipulated by legal regulations.

## 10.5. TAX DUTY

In the cases stipulated by applicable legal regulations, We should debit the withholding tax. You should notify Us of your tax domicile for the said purposes (unlimited tax duty on income from all over the world). If your tax domicile is in other country than the Slovak Republic and You are subject to the double taxation prevention treaty, You need to support that fact by presenting Us with trustworthy evidence (e.g. tax residency certificate). If You fail to present Us with

said evidence, We will debit the amount of withholding tax from the credited yield in accordance with the provisions of Act No. 595/2003 Coll. on income tax as amended. You should notify Us of any change of your tax domicile immediately and present Us with trustworthy evidence of the change.

In order to fulfil our obligations in relation to observance of legal regulations in the area of taxes and to ensure the exchange of tax information under Act No. 359/2015 Coll. on automatic exchange of financial account information for tax administration purposes and on the amendment of certain Acts (FATCA/CRS), under any international (intergovernmental) agreement between Slovakia and the United States of America in relation to the Act above or any international agreement in relation to the Act above or requirements adopted within the ISP Group in relation to the Act above, and other tax regulations, You should immediately provide Us, at our request, with information related to your tax domicile (unlimited tax duty on income from all over the world) as well as information about your tax identification number in the country and support that fact by presenting Us with trustworthy evidence (e.g. tax residency certificate). If You fail to do so, We are authorized to refuse to conclude a Banking Deal with You or perform a service for You, or terminate an existent Banking Deal or service performing.

We do not provide You with tax consultancy services. We are not liable for the tax content of the transactions You carry out by using bank products and services.

## 11. DEALS CONCLUDING BY ELECTRONIC MEANS

### 11.1. GENERAL PROVISIONS

We offer selected financial services also via electronic means, including means of remote communication. We give You selected financial services via electronic means provided that You have consented to it.

A contract (including any amendments thereto) concluded via electronic means enters into force and effect within the period and in the manner agreed on in the contract (relevant contract amendment). We will send You the contract (including any amendments thereto) concluded by electronic means or remotely without undue delay on a durable medium or in hard copy.

The condition for concluding Banking Deals by electronic means is to use Nonstop Banking, Multicash, H2H, Inbiz services, or Business Zone and to have Security Features assigned to them. Upon the conclusion of Banking Deals by electronic means, You use the Security Features assigned by Us.

You acknowledge that by cancelation of the Nonstop Banking, Multicash, H2H, Inbiz, Business Zone or agreement on the manner of Banking Deals concluding by electronic means under these Terms and Conditions by You or Us, the other obligations that have been previously established by electronic means will remain in force and will not be affected by the cancelation.

If You make a deposit via selected Nonstop Banking channels to an account other than your account maintained by Us and We receive the deposit, a deposit agreement arises between Us and You. Our internal records on the deposit serves as a confirmation of the deposit received.

## 11.2. DEALS CONCLUDING BY ELECTRONIC MEANS

The subject-matter of such an agreement between You and Us is the manner of concluding contracts (including any amendments thereto) on Banking Deals and contracts (including any amendments thereto) for financial services of third parties offered by Us by electronic means, the manner of your identification using Security Features and your consent to the contracts concluding using Security Features or other electronic means.

Banking Deals concluding online – procedure:

- Your Authentication by required Security Features;
- Complying with the information duty vis-à-vis You before the contract concluding (contract amendment) (e.g. draft contract/contract amendment, business terms and conditions, pre-contract forms and/or other documents);
- Sending/re-sending of a Banking Deal draft contract or contract amendment;
- Becoming familiar with the contract/contract amendment and/or other documents;
- Allowing for detection and correction of mistakes and retaining a duplicate of the contract/contract amendment, business terms and conditions, pre-contract forms and/or other documents by You (during the contract term, We will also retain those documents and make it available for You);
- Banking Deal concluding by Us by mechanical or electronic signature;
- Banking Deal Authorization by You using required Security Features;
- Informing about the options and consequences of withdrawal from the Banking Deal contract (contract amendment) in the case where special regulations require so.

Depending on the service pursuant to clause 11.1 hereof, through the use of which You as a party that is not a natural person conclude a Banking Deal with Us, the procedure of concluding an online Banking Deal can also be as follows:

- Your Authentication using the set Security Features or in another agreed manner in accordance with the legislation;
- Sending/re-sending of the draft agreement for concluding a Banking Deal or amendment to the agreement;
- Getting familiar with the content of the agreement/amendment to the agreement and of any other documents;
- Authorization of the Banking Deal by You by qualified electronic signature within the time periods specified by Publishing;
- Conclusion of the Banking Deal by Us by means of a qualified electronic signature;
- Sending of the agreement/amendment to the agreement and any related documents to You on a durable medium via Business Zone immediately after it has been concluded.

Banking Deals concluding over the phone – procedure:

- Your Authentication using required Security Features;
- Complying with the information duty before the contract/contract amendment concluding (e.g. draft contract, business terms and conditions, pre-contract forms and other related documents);
- Becoming familiar with the contract/contract amendment and related documents;
- Allowing for detection and correction of mistakes;
- Banking Deal Authorization by You, using required Security Features or by granting Your consent;
- Banking Deal Authorization by Us;
- The sending of the contract/contract amendment and/or other related documents to You in hard copy or on a durable medium immediately after the contract concluding;
- Informing about the options and consequences of withdrawal from the Banking Deal contract/contract amendment in the case where special regulations require so.

Banking Deals concluding at Branches using electronic devices – procedure:

- Your identification by your identity document at a selected Point of Sale;
- Complying with the information duty before the contract/contract amendment concluding to the extent necessary for the contract concluding (e.g. draft contract, business terms and conditions, pre-contract forms and other related documents);
- Banking Deal concluding by Us by mechanical or electronic signature;
- Banking Deal Authorization by You by your signature on the signing device;
- Becoming familiar with the contract/contract amendment and related documents;
- Banking Deal contract concluding in a chosen manner,

- Informing about the options and consequences of withdrawal from the Banking Deal contract in the case where special regulations require so.

Banking Deals concluding at intermediary's points of sale – procedure:

- Your identification by your identity document at the intermediary's point of sale;
- Complying with the information duty before the contract concluding to the extent necessary for the contract concluding (e.g. draft contract, business terms and conditions, pre-contract forms and other related documents);
- Becoming familiar with the contract contents and/or related documents;
- Banking Deal concluding by Us by mechanical or electronic signature;
- Banking Deal Authorization by You using a special code to the phone number indicated by Your or using required Security features;
- Informing about the options and consequences of withdrawal from the Banking Deal contract in the case where special regulations require so.

### **11.3. RIGHT TO TERMINATION OF REMOTELY CONCLUDED CONTRACT**

If You as natural person have concluded with Us a contract remotely and solely by means of remote communication, You are authorized to terminate the contract without a penalty or stating the reason within 14 calendar days of the contract date or of the receipt of information under Art. 4 section 7 of Act No. 266/2005 Coll. on consumer protection in connection with distance financial services and on amendment of certain Acts. That does not apply to remote contracts where the financial service had been performed at your request before You exercised your right to terminate the contract and in the case of financial services the price of which depends on fluctuations on the financial market out of our control that may occur during the period of notice that applies to remote contracts. You need to send Us your notice of termination of a remote contract to the postal address of our registered office or any Point of Sale. The termination period is deemed observed if You send Us your notice of termination to the address above on the last day of the said period at the latest, in hard copy or on other durable medium accessible to Us. You should refund to Us the funds that We are entitled to and that We have given You in connection with the contract subject to termination, at your own expenses and without undue delay after the termination notice sending.

## **12. YOUR REPRESENTATIONS, PROTECTION FROM LEGALIZATION OF PROCEEDS FROM CRIMINAL ACTIVITIES AND INTERNATIONAL SANCTIONS**

### **12.1. YOU AS OUR RELATED PARTY**

Before each Banking Deal concluding, We check whether You are our related party. You should provide us with true information We need to verify the above. You may declare that You are or are not our related party. Deposit contracts or bank guarantee contracts concluded on the basis of incorrect information or declaration under this section hereof will be null and void from the date of discovery. In the case of loan contracts, if We uncover or it turns out that the information or declaration above is incorrect, on the date of discovery, the entire amount due will become payable including interest for the entire pre-agreed loan period. Our related persons are persons designated in Act No. 483/2001 Coll. on banks and amendment of certain Acts as amended.

### **12.2 PROTECTION FROM LEGALIZATION OF PROCEEDS FROM CRIMINAL ACTIVITIES AND INTERNATIONAL SANCTIONS**

You represent that all the funds used to execute a Banking Deal are yours and You carry out Banking Deals on your own account, otherwise You should present Us in advance with a written statement containing the name, surname, birth registration number or date of birth, primary residence of a natural person, or name, registered office and identification number of a legal person that owns the funds and on the account of which the Banking Deal is executed, in which case You should present Us with a written consent of that person to the use of their funds to execute the Banking Deal or execute the Banking Deal on that person's account.

We are authorized to:

- refuse to conclude a Banking Deal contract, refuse to execute a Banking Deal or give services related to your accounts, in particular to accept funds to be credited to your account, or to execute your Instruction if We find out or suspect that the Banking Deal or services are directly or indirectly related in any way to an embargoed or sanctioned or restricted person or country,
- refuse to conclude a Banking Deal contract, refuse to execute a Banking Deal or services related to your accounts, in particular to accept funds to be credited to your account, or to execute your Instruction if We find out that the Banking Deal or services are directly or indirectly related in any way to a person or country We or the ISP Group or the correspondent bank assesses as risky from the perspective that it poses a



risk to the interest in protection from legalization of proceeds from criminal activities, protection from tax evasion, peacekeeping or peace restoring, maintenance of security, protection of basic human rights, good morals or fight against terrorism,

- c) refuse to conclude a Banking Deal contract, refuse to execute a Banking Deal or services related to your accounts, in particular to accept funds to be credited to your account, or to execute your Instruction if We suspect that the Banking Deal execution would contradict the applicable legal regulations, internal policy of the ISP Group or internal policy of a correspondent bank that is party to the Banking Deal or services related to your accounts,
- d) verify the facts under sections a), b) and c), We may request that You present Us with documents proving that the Banking Deal or other service given by Us is not a Banking Deal or other service offered by Us under sections a), b) and c). If You fail to present Us with the documents above, We may refuse to execute a Banking Deal contract or refuse to execute a Banking Deal or other services offered by Us under sections a), b) and c).

### 13. PERSONAL DATA AND BANKING SECRECY

Under the applicable legal regulations, We are authorized to process your personal data without your consent, request that You present Us with documents and further data to the extent set out in the applicable legal regulations. The purpose of processing is in particular to verify your identity and uncover the situation of your assets, concluding, execution and documentation of deals with You and protection of our rights to the extent required by the applicable legal regulations. We publish on our Website a list of processors processing personal data. You are liable for the correctness of all data and information, including personal data You have stated in your requests for products or services, in the Banking Deal contract or any other related documents, and You represent that all the those data and information are true, correct, provided voluntarily, complete and current, and You undertake to notify Us immediately of any change to those information. Your consents given before the effective date hereof are not affected by the effectiveness of these Terms and Conditions.

In order to make payment transactions, We may give your bank details, name and surname or business name, primary residence/descriptive name and registered office to the National Bank of Slovakia, payment services providers, Slovenská pošta, a.s. (*Slovak Post*), Social Insurance Company and Slovak Association for Bank Cards.

We notify You that your data and information including personal data may be given to company S.W.I.F.T – Society for Worldwide Interbank Financial Telecommunication s.c., Avenue Adèle 1, B-1310 La Hulpe, Belgium, for the purposes of foreign bank transfers. Company SWIFT is a worldwide organization making cross-border transfers, with the registered office in Belgium. Company SWIFT operates a worldwide network via which exchange of messages about financial transactions between banks and other financial institutions takes place. In relation to cross-border payment services performance, You consent that We give your data contained in your payment order (title, name and surname, address, account number, amount and purpose of payment) to company SWIFT and those data are then given by company SWIFT to the payment transaction recipient's financial institution and may be made accessible, at the request, to the US authorities. In order to protect the system and the data processed, the transferred data are temporarily retained by company SWIFT in several operating centres of that company located in Europe and the US. We publish this information because of the need to inform our clients in accordance with the recommendations of the Personal Data Protection Office of the Slovak Republic as a response to the possibility of access of the US authorities to the data retained in the operating centre of company SWIFT in the US in relation to fight against international crime, terrorism and money laundering.

By a Banking Deal contract concluding or signing an application for a Banking Deal contract, You give consent, under Act No. 483/2001 Coll. on banks and amendment of certain Acts as amended, to the making of the data accessible and to the providing of the data that are subject to banking secrecy to: a) additional services providers or to other persons where such data providing is necessary in relation to the performance of a Banking Deal contract, b) to persons tasked by Us with the performance of certain activities related to their operation to the extent necessary for the fulfilment of their obligations; those persons are listed in the list of processors tasked with personal data processing on the Website, c) to persons that are part of the ISP Group and to other persons for the purposes provided in the list of third parties, published on the Website. We undertake to ensure the obligation to keep confidentiality of banking secrecy within the contractual relationship with those persons. Further information about personal data processing are available on the Website.

## **14. OFFSETTING, TRANSFER AND FULFILLMENT OF OBLIGATIONS**

### **14.1. OFFSETTING AND TRANSFER**

We may use your funds including funds in any your account to offset them against our claims We have against You disregard of whether our claims have arisen of the account maintenance, loan provided to You or otherwise. A notice of offsetting is deemed our notifying of offsetting.

We may offset also mutual claims that are not payable or beyond the statute of limitations as well as claims that cannot be claimed in court, conditional claims and claims that are not subject to execution of a judgment or execution. We may offset also claims in various currencies also where those currencies are not freely convertible.

You may not offset, assign or otherwise transfer your claims vis-à-vis Us to a third party or otherwise dispose of them including pledging them without our prior consent. The above applies also to your rights from a Banking Deal contract. Our prior written consent is necessary where pledge of an account maintained by Us is being established in our favour or in favour of VÚB Leasing, a. s., Mlynské nivy 1, Bratislava 820 05, company identification number: 31 318 045 as creditor.

We may anytime assign any claims vis-à-vis You or transfer our rights and obligations to a third party. We may refuse to accept a partial settlement of our claim vis-à-vis You. We may declare our claims vis-à-vis You payable immediately in the event of failure to fulfil your obligations arising out of a Banking Deal contract or other contract the partial content of which is set out herein, disregard of termination of such contracts.

The provisions of this section 14.1 apply only to You – legal persons.

### **14.2. FULFILMENT OF OBLIGATIONS**

We may make a payment in your favour or in favour of a third party at your request conditional on adding or replenishing a security/collateral. Points of Sale are deemed a place of Banking Deals performance. If there are several persons on your part as party to the transaction, your obligations as several persons vis-à- vis Us are joint and several unless otherwise expressly agreed on.

If You are not a natural person, You should first pay our charges, costs and other expenses that are not part of the receivable, charges, costs and other expenses that are part of the receivable and only then the receivable principal. In the event of several our receivables, You should first pay

our receivable that is not secured or secured to the lesser extent, otherwise You should pay the receivable with the earliest payability date.

If You are a natural person, You should first pay our charges, costs and other expenses that are not part of the receivable, charges, costs and other expenses that are part of the receivable and only then the receivable principal unless otherwise stipulated by legal regulations.

### **14.3. OTHER PROVISIONS**

We may debit the fees, charges, cost paid, expenses, interest, default interest or other our claims from your account also without a payment order or your further consent also if that would lead to unauthorized overdraft in your account.

If You are a natural person, You may assign or otherwise transfer your rights and claims vis-à-vis Us from a Banking Deal contract or other contract partially referred to herein to a third party, or dispose of them including pledging them only with our prior consent unless otherwise stipulated by legal regulations.

## **15. LIABILITY**

Unless otherwise stipulated by legal regulations:

- a) We are liable only for damage We have caused,
- b) in our mutual legal relationships, the principle of our strict liability is excluded,
- c) if We are obliged to compensate You for damage We have caused You, We are not obliged to compensate You for the lost profit.

If You who are not a natural person breach your obligations arising out our contractual relationship, You should compensate Us for damage caused thereby also where the breach of obligation has been caused by circumstances excluding liability under Act No. 513/1991 Coll. of the Commercial Code.

We are authorized to examine whether the documents You have submitted to Us correspond with the content of the contract concluded with You. However, We are not liable for the genuineness, validity and translation of the documents or for the correspondence of the content of translated documents with the actual factual and legal situation.

Unless otherwise stipulated by legal regulations, We are not liable for damage caused by:

- a) decline of a payment order in accordance with these Terms and Conditions,

- b) incomplete, incorrect or inaccurate information provided in your payment order,
- c) falsifying or tampering with payment orders and other documents and instruments,
- d) non-crediting or belated crediting of the payment transaction amount to the beneficiary's account in another bank, caused by the other bank or the beneficiary,
- e) submitting false or counterfeit or incorrect documents and instruments,
- f) differences in cash money uncovered outside the teller's counter,
- g) providing incorrect, inaccurate, incomplete or not current information by You,
- h) change of the value of a means of payment,
- i) accepting actions or executing instructions of persons We consider to be authorized to act and sign on the basis of the submitted documents and instruments,
- j) misuse of data that are subject to banking secrecy and that We send You via electronic communication networks on the basis of your request or with your consent,
- k) incorrect use of Security Features,
- l) incorrect notification or failure to notify of changes to the competence of authorized persons listed in the signature specimen or in the Banking Deal contract,
- m) interference of another person with the telephone connection of the contact centre and You over the electronic communication network,
- n) damage to technical facilities of the communication network operator, or due to a breach of your contractual relationship with it,
- o) multiple placement of the same Instruction electronically,
- p) your actions or omission to act in contradiction to the provisions hereof,
- q) unauthorized payment transactions for which Other Payment Services Provider that has performed a payment initiation service for You is in charge,
- r) non-execution, erroneous or belated execution of a payment transaction attributable to Other Payment Services Provider or intermediary, including the cases where a payment services provider fails to apply the payer's Strong Authentication,
- s) if the recipient or the recipient's payment services provider does not accept Strong Authentication of the Bank,
- t) if the payment transaction amount is credited to the account of the recipient's payment services provider late due to a technical failure,
- u) by our conduct pursuant to paragraphs 17.3.2. and 17.3.3. hereof.

## 15.1. LIABILITY FOR PAYMENT SERVICES

You (natural person) as a current account owner should bear loss up to EUR 50 sustained in relation to any and all unauthorized payment transactions made by lost or stolen Security Features or payment cards or misused Nonstop Banking services or payment cards by unauthorized persons as a result of negligence on the part of the Nonstop Banking user or payment card holder upon the Security Features retaining and use. All losses related to unauthorized payment transactions stemming from fraudulent actions or failure to fulfil the obligations provided herein on the part of the Nonstop Banking or payment card holder wilfully or as a result of gross negligence should be borne in full by the account owner (natural person). However, the account owner who is a natural person shall bear no financial consequences stemming from the use of lost or stolen or misused Security Features or payment cards or misused Nonstop Banking services or payment cards from the loss, theft, misuse or unauthorized use reporting, or where the account owner could not have uncovered the loss, theft or misuse of a means of payment before the payment transaction or if the loss has resulted from our actions or omission to act or if We have not requested your Strong Authentication or applied exemption to Strong Authentication in accordance with the legal regulations. However, the preceding sentence shall not apply if You have acted fraudulently.

An account owner who is a legal person shall bear the loss resulting from unauthorized payment transactions in full in any case.

You as account owner together with the persons You have designated as authorized to use the Nonstop Banking, MultiCash, or InBiz to handle your accounts, are jointly and severally liable for all our receivables that may occur in relation to your accounts handling via the said services also after termination of contracts on the basis of which the services have been given.

You as current account owner and You as holders of payment cards issued for the same current account are jointly and severally liable for all our receivables that may occur in relation to the cards use, loss, theft or misuse also after the termination of contracts on the basis of which the cards have been issued.

We are not liable for damage incurred in relation to a payment card use as a result of circumstances out of our control, e.g. by refusing to make or incorrect making of Authentication or Authorization due to a breakdown, planned shutdown of the processing system of the authorization centre or telecommunication lines, power outage, ATM breakdown, mechanical damage to a

payment card, etc. We are not liable for damage incurred by You as account owner or payment card holder in the case where a merchant exercises their rights vis-à-vis a payment card holder in accordance with a contract agreed on between them (e.g. transactions related to orders of goods or services that the payment card holder has not duly cancelled as agreed on with the merchant).

In relation to an erroneously executed or unauthorized payment transaction, We and other provider of payment services that has taken part in the payment transaction execution, are liable to the extent of Art. 9, Art. 11, Art. 12, Art. 13, Art. 14, Art. 22 and Art. 23 and in relation to corrective clearing to the extent of Art. 9, Art. 11 and Art. 22 of Act No. 492/2009 Coll. on payment services and amendment of certain Acts as amended. The provisions of section 6.6.4 hereof remain thereby unaffected.

## **16. COMPLAINTS HANDLING AND DISPUTES RESOLUTION**

### **16.1. COMPLAINTS**

The conditions and procedures for the filing and handling of complaints are set out in the Complaints Handling Procedures of Všeobecná úverová banka, a. s., published on the Website: <https://www.vub.sk/files/informacny-servis/pravne-informacie/reklamacny-poriadok.pdf> or available at any Point of Sale.

### **16.2. DISPUTES HANDLING**

If You are a natural person, We hereby notify You of the option of alternative disputes resolution via entities of alternative disputes resolution, authorized to handle disputes arisen out of Banking Deals contracts or in relation thereto. You are authorized to use that option and select the relevant entity of alternative disputes resolution of your choice. The terms and conditions of alternative disputes resolution, your and our rights and obligations as parties to alternative disputes resolution are regulated in Act No. 391/2015 Coll. on alternative consumer disputes resolution and on amendment of certain Acts as amended. The list of entities of alternative disputes resolution is published on the website of the Ministry of Economy of the Slovak Republic.

The website of the Ministry of Economy of the Slovak Republic (<https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>) also contains details on the given entities of alternative disputes resolution and on the conditions under which you may apply to such entity.

If You are not a natural person, We hereby notify You of the option of disputes resolution in arbitration proceedings or other out-of-court resolution of disputes arisen out of Banking Deals contracts or in relation thereto. The terms and conditions of disputes resolution in arbitration proceedings or other out-of-court proceedings and your and our rights and obligations as parties to a dispute are regulated in particular in Act No. 244/2002 Coll. on arbitration proceedings as amended and in Act No. 420/2004 Coll. on mediation and on amendment of certain Acts as amended.

## **17. COMMUNICATION, SERVICE, DATA CHANGES AND OTHER INFORMATION**

### **17.1. COMMUNICATION**

We and You should communicate in Slovak. Communication between us in other language is possible upon our mutual agreement.

Due to security reasons and protection of your and our rights, in order to record legal actions and your Instructions, prevent frauds and monitor the quality of our services,

- a) our communication including phone calls with our contact centre and Kontakt service are recorded automatically,
- b) our communication, including phone calls with a Point of Sale, may be automatically recorded and may be used as evidence in complaints or disputes handling.

A phone call is automatically recorded always when you hear a notification of recording at the beginning of each phone call. For the purposes above, We may use automated and nonautomated means to process the operating data related to the electronic communication with You (e.g. your IP address).

We notify You that information transfers via phone, SMS and electronic mail (not encrypted) are not secure means of communication. Unauthorized person might get access to the contents of information transferred so. Due to the nature of those means of communication, it is impossible for Us and the electronic communication services provider to eliminate such unauthorized access.

### **17.2. SERVICE**

We serve documents on You at your last correspondence address provided by You. In case You have not provided a correspondence address or if your correspondence address cannot be used for the chosen manner of service, We will serve documents on You at another last correspondence address provided by You, in person, by

post, courier, electronically (including Nonstop Banking services), in another pre-agreed manner or in the manner stipulated by law or otherwise, enabling You to become familiar with the document. If needed, We may use also your other address for delivery known to Us. If the manner of service of a certain document has not been agreed on between us, We will chose the appropriate manner of the document service.

A document addressed to You is deemed served, unless another day of service is proven:

- a) the day of the receipt or refusal to receive it, if delivered in person or by courier,
- b) the third working day of the document submitting for delivery by post, if the delivery address is in Slovakia,
- c) the seventh working day of the document submitting for delivery by post, if the delivery address is outside Slovakia,
- d) the printing of the confirmation page, if sent by fax transmission,
- e) the day after sending, if sent by e-mail or SMS or the Nonstop Banking, unless earlier confirmation of receipt is available.

If the mail has been sent to your last notified address, the mail is deemed delivered also if it returns as not deliverable as addressed. You need to immediately notify Us of non-delivery of anticipated documents or other mail within the pre-agreed period, otherwise We will not be liable for damage sustained as a result of failed delivery.

Selected documents and messages delivered via the Nonstop Banking (e.g. account statements, payment card statements, loan statements) will cease to display in the Nonstop Banking after a certain period of time, of which You will be notified directly in the Nonstop Banking. We recommend that You download the documents and messages above and store them on your computer. You may submit a request for messages and documents that cease to display in the Nonstop Banking after a certain period of time at any Point of Sale.

### 17.3. DATA CHANGE

**17.3.1.** You should notify Us immediately of any change, loss or theft of Your identity document. You should notify Us immediately of any change to the data or documents You have submitted to Us, in particular about your name and surname change, business name/descriptive name change, change to the authorization to act and sign on your behalf, your primary residence or other residence or registered office/place of business change, or of other material circumstances, and simultaneously present Us with the original or notarized copy of a document proving the change. You should also notify Us immediately of any

change to your postal address, phone number, fax number or e-mail address on/at which We deliver You information or documents. We will take any change under this section hereof into consideration on the next Bank Day after the notification of change at the latest. Your last data notified in writing to Us in accordance with these Terms and Conditions or Special Terms and Conditions shall be binding on Us.

**17.3.2.** If You are not a natural person and if, at our sole discretion and, in particular, based on the submitted documents, there are reasonable grounds for doubting:

- the change or validity of the change of the person(s) exercising the duties of the statutory body or authorized agent, We shall be authorized, until the submission of a document proving the change of the entry in the Companies Register and/or until the submission of a final decision of the competent authority (court, public authority, etc.):
  - to request that both the previous and the new persons act jointly on your behalf, being authorized to exercise the duties of the statutory body or authorized agent based on the submitted documents, and/or
  - to decline the acting of the person(s) exercising the duties of the statutory body or authorized agent – both previous and new persons exercising the duties of the statutory body or authorized agent, and/or
  - to block/cancel access and/or cancel the specimen signatures of these persons and prevent such persons from disposing of the funds on your account or from disposing of your deposit. We shall block access and/or cancel access/specimen signature in accordance with these Terms and Conditions or Special Terms and Conditions, if stipulated therein, with respect to all services that You as a legal person use and which are not affected thereby.
- the change or validity of the manner of acting by the person(s) exercising the duties of the statutory body or authorized agent, we shall be authorized, until the submission of a document proving the change of the entry in the relevant register and/or until the submission of a final decision of the competent authority (court, public authority, etc.):
  - to accept the manner of acting, as entered in the relevant register and agreed with You before that change, and/or

- to decline the acting of the person(s) exercising the duties of the statutory body or authorized agent, and/or
  - to block/cancel access and/or cancel the specimen signatures of these persons and prevent such persons from disposing of the funds on your account or from disposing of your deposit. We shall block access and/or cancel access/specimen signature in accordance with these Terms and Conditions or Special Terms and Conditions, if stipulated therein, with respect to all services that You as a legal person use and which are not affected thereby.
- the change of all substantial data concerning You, We shall be authorized not to accept such changes until You submit all documents requested by Us. We shall inform You about the non-acceptance of the changes in the same manner as You requested them to be made.

The choice of the procedure to be followed under this paragraph hereof is based exclusively on our decision, mainly on the basis of the submitted documents; this procedure shall not establish our responsibility for any damage caused thereby pursuant to this paragraph hereof.

**17.3.3.** If You are not a natural person, We shall be authorized to proceed in accordance with sub-clause 17.3.2. also in case the change in the person(s) of the statutory body or authorized agent and/or in the manner of their acting has been notified to Us and duly proven without the existence of a reasonable doubt about the change made, but the requested change cannot be made based on such notice. We shall block access and/or cancel access/specimen signature in accordance with these Terms and Conditions or Special Terms and Conditions, if stipulated therein, with respect to all services that You as a legal person use and which are not affected thereby.

#### **17.4. MANDATORY CONTRACTS PUBLISHING**

If We have concluded a Banking Deal contract that is subject to mandatory publishing under the law, We are authorized to arrange for the contract publishing if You do not publish the contract within 30 days of the contract date at the latest. We are authorized to take all the actions to prevent impending damage, including blocking an account associated with a contract that is subject to mandatory publishing, until the effective date of the contract - upon the contract publishing.

#### **17.5. SELECTED INFORMATION REPORTING**

If in suspicion of fraud or in the event of fraud or other security threat occurring in the performance of payment services, We will notify You of the fact at your last notified address or in the manner under section 17.2 hereof or by Publishing. We will select a suitable and secure manner that will enable Us to notify You of the facts above in a secure way, in dependence upon the type of service to which the suspected fraud, fraud or security threat pertain, with regard to the circumstances of the situation.

We will notify You in the same way of operating, security or other incidents related to the performance of payment services for You and that have an impact on your financial interests. If it is so, We will notify You of all the actions You might take to mitigate the negative effects of such an incident.

#### **17.6. OTHER INFORMATION**

VÚB, a. s. is governed by Act No. 371/2014 Coll. on Resolution of Crisis Situations on the Financial Market, as amended, and Act No. 118/1996 Coll. on Protection of Deposits. Information on protection of deposits is available at <https://www.vub.sk/ludia/informacny-servis/informacie-ochrane-vkladov/>.

#### **18. TRANSITORY AND FINAL PROVISIONS**

##### **18.1. AMENDMENT OF BANKING DEAL CONTRACTS AND THESE TERMS AND CONDITIONS**

We reserve the right to unilaterally amend a Banking Deal contract concluded for a definite term, including these Terms and Conditions, if they are part of the Banking Deal contract for a definite term, for serious objective reasons. Serious objective reasons mean material and independent reasons in the following cases:

- a) a change of legal regulations with an impact on the provision of products and services We offer;
- b) a change on the financial or banking markets that can objectively influence the products and services We offer,
- c) a change in our technical, information or security capacities having an objective impact on our possibilities to offer products and services,
- d) year-on-year inflation change confirmed by the Statistical Office of the Slovak Republic, or a change of the monthly real wage index according to the official data of the Statistical Office of the Slovak Republic.

We reserve the right to unilaterally amend the terms and conditions of a Banking Deal contract concluded for a

definite term, including these Terms and Conditions, if they are an integral part of the Banking Deal contract, provided that it is to your benefit.

We reserve the right to unilaterally change the Banking Deal contract concluded for an indefinite term, including these Terms and Conditions, Price List and interest rates notified by Publishing, if they form an integral part of the Banking Deal contract, also without stating the reason, in accordance with Article 53(15)(b) of Act No. 40/1964 Coll. Civil Code, as amended. In the cases under the previous sentence, the first and second paragraph of this section 18.1 hereof shall not apply.

If You are not a natural person, We reserve the right to unilaterally amend the terms and conditions of a Banking Deal contract concluded for a definite and/or indefinite term, including these Terms and Conditions, Price List and interest rates notified by Publishing if they are an integral part of the Banking Deal contract for a definite and/or indefinite term also without stating the reason.

If You are not a natural person, We notify You of changes under this section hereof by Publishing not later than 15 days before the proposed effective date of the change.

If You are a natural person, We notify You of changes under this section hereof by Publishing no later than two months before the proposed effective date of the change, save for changes to interest rates for authorized overdraft We notify You of no later than 15 days before the proposed effective date of the change in the manner under section 17.2 hereof.

If You are a natural person and You are affected by a change under this section hereof, You may dissent to the change in writing and You are authorized to immediately terminate the contract without charge. If You do not serve on Us a termination notice in relation to your dissent on the day preceding the proposed effective date of the change at the latest, it means that the change applies to You. If there are several persons on your part, any of You may serve a termination notice in relation to Your dissent and such a termination notice will take effect on behalf of all of You.

If You are not a natural person and You are affected by a change under this section hereof, and You notify Us of your dissent to the change on the day preceding the proposed effective date of the change at the latest, We will negotiate with You for further existence or termination of the contractual relationship. If You do not notify Us of your dissent to the proposed change under this section hereof, it means that the change applies to You.

## **18.2. CHANGES TO FEES AND CHARGES AND INTEREST RATES WITHOUT PRIOR NOTICE**

We are authorized to unilaterally change the fees and charges in the Price List and the interest rate also without prior notice, all that following a serious, objective reason.

We will notify You of a change under this section hereof without undue delay after the change implementation, in the manner under section 17.2 hereof. If You are a natural person, We will also inform You about your right to immediately terminate the contract without charge in a notification according to the preceding sentence.

If You are a natural person and You are affected by a change under this section hereof, You may dissent to the change in writing and You are authorized to immediately terminate the contract without charge. If You do not serve on Us a termination notice in relation to your dissent, it means that the change applies to You. If there are several persons on your part, any of You may serve a termination notice in relation to Your dissent and such a termination notice will take effect on behalf of all of You.

If You are not a natural person, You may dissent to a change under this section hereof that affects You without undue delay. If You notify Us of your dissent to the change, We will negotiate with You for the terms and conditions of further existence or termination of the contractual relationship. If You do not notify Us of your dissent to the change under this section hereof, it means that the change applies to You.

## **18.3. AMENDMENTS TO THE TERMS AND CONDITIONS**

We reserve the right to amend the Terms and Conditions with new provisions due to the introduction of new services. We undertake to inform You about the amendments to the Terms and Conditions by Publishing at least 15 days prior to the effect of such amendments.

## **18.4. TRANSITORY PROVISIONS**

Any reference in individual Banking Deal contracts to the Business Terms and Conditions of VÚB, a.s. for Mobile Payments should be construed as reference to these Terms and Conditions.

## **18.5. FINAL PROVISIONS**

Legal relationships between You and Us are governed by the Slovak law. Slovak is the decisive language for legal relationships between You and Us.

The provisions hereof are binding on You and Us until the full settlement of the relationships between You and Us also where the contract on the basis of which the legal relationship between You and Us was established has expired.

On the effective date hereof, these Terms and Conditions fully supersede the General Business Terms and Conditions of VÚB, a. s. for Deposit Products, including any

amendments thereto, which governed the legal relationships between Us and You from June 1, 2020 until the effective date hereof. These Terms and Conditions, as amended by Amendment No. 1, shall regulate, with effect from February 1, 2022, the relationships between Us and You in connection with negotiations on the conclusion and conclusion of Banking Deal contracts or the exercise of the rights and fulfilment of the obligations arising therefrom.



Schedule to the General Business Terms and Conditions of VÚB, a.s. for Deposit Products

## **SCHEDULE – PRODUCTS AND SERVICES NOT ON OFFER**

This Schedule to the Terms and Conditions regulates our and your rights from Banking Deals concluded in the past for products or service We no longer offer to new clients.

### **19. ACCOUNTS, SAVINGS BOOKS AND PAYMENT CARDS**

#### **19.1. ACCOUNTS FOR SEVERAL OWNERS**

We do not offer current and deposit accounts for several account owners from February 21, 2015. This does not apply to the opening of Savings Accounts, Savings Accounts for Mortgage or Senior Savings Accounts for existing current accounts for several account owners.

If the account has been opened for several persons, each one of them should be in the position of the account owner, in which case You should carry out all the actions of account owner jointly as account owners, i.e. all the account owners need to sign jointly. Our actions carried out towards one of the owners of account for several owners are deemed actions carried out towards all the joint account owners. The account owner with who We have carried out a certain action should inform the other owners of account for several owners about the action carried out. When handling funds in the account, each owner should act and sign in accordance with the signature specimen and We do not examine and are not liable for your mutual claims to the funds in the account. In the event of death of one or several owners of a joint account, the other account owners are authorized to carry out all the actions of the account owner.

The number of owners of existing joint current or deposit accounts may be only reduced. When reducing the number of owners of existing joint current or deposit accounts, the other account owners assume, jointly and severally, all the debts and obligations of the owners leaving the contractual relationship. Upon such a change, the remaining account owners should immediately draw up a new signature specimen for the account.

##### **19.1.1. Accounts for youth**

We do not offer service package Start Account for current accounts from March 19, 2016. That does not apply to accounts for which the said service package was offered before March 19, 2016.

We do not offer service package Start Account for current accounts from June 15, 2019. This does not apply to accounts for which the said service package was offered before June 15, 2019.

##### **19.1.1.1. Start Junior**

If You are a natural person aged 8 to 14, We offer You service package Start Junior for a current account in euro currency. We will automatically change Start Junior to a VÚB account at the earliest from the calendar month following the month in which You reach the age of 15 years. You are entitled to the opening and maintenance of only one current account with Start Junior service package.

##### **19.1.1.2. Start Account**

If You are a natural person aged 15 to 24, We offer You service package Start Account for a current account in the euro currency. We will change the Start Account package automatically one month after your 25th birthday at the earliest to VÚB Account.

If You are an owner of account with service package Start Account, You need to present Us, upon the account opening and always once a year, within two months of the school year start, with a confirmation of enrolment in a school. If You fail to present Us with such a confirmation, We will charge your Start Account in accordance with the Price List. You are eligible to a Start Account from the month following after the month in which You present Us with a confirmation of enrolment.

If You are an owner of account with service package Start Account, You get from Us, without charge, insurance against keys theft, loss or theft of identity documents, SIM card misuse sustained following a loss or theft of your mobile phone, provided that You make, in the calendar month, the minimum required number of transactions set out in the Price List from the account, and that the account is credited at least with the minimum required amount set out in the Price List. You will get that bonus for the period of one calendar month after the month in which You have met the requirement for the bonus awarding. We carry out monthly checks of the requirement meeting. By the requirement meeting, You consent to the insurance as well as to the Frame Contract for Start Accounts Insurance and to the General Insurance Terms and Conditions. If You do not meet the requirements set out in those documents, You should notify Us of that fact in writing. The Frame Contract for Start Accounts Insurance and to the General Insurance Terms and Conditions are available at any Point of Sale and on the Website. You may refuse the insurance bonus in writing at any Point of Sale.

### 19.1.1.3. Common provisions

You are eligible to get one account with Start Account service package. We may unilaterally change a second account (the latter) for which We have started giving You the Start Account service package and offer it with service package VÚB Account; We proceed in accordance with section 18.1 hereof upon such a change.

### 19.2. FLEXI ACCOUNT

Flexi Account service package cannot be modified save for changing it to service package VÚB Account or VÚB Magnifica Account.

If further conditional discounts are offered within a service package in the monitored period (hereinafter "monitored period"), the following criteria are assessed for the purposes of determination whether the conditions for the discounts awarding have been met:

- a) for a Flexi Account Extra, the actual cleared account transactions in the monitored period, as follows:
  - all wire transfers from your account at your request (save for payments made as an automatic transfer or flexi transfer to/from a Savings Account and payment of interest, fees, charges and principal from/to a third party),
  - all credited payments to your account (save for payment transactions credited to the account at our request, e.g. interest),
  - all payment transactions cleared as SEPA direct debits from your account,
  - cleared cash deposits and cash withdrawals from your account.
- b) monthly salary remitting as non-cash income from the employer's account to your account, non-cash income remitting from other account than yours, cash deposit to the account, unless otherwise set out in the Price List.

### 19.3. SAVINGS BOOK

We do not offer new savings book since June 15, 2019. The following sections hereof designated as "Savings book opening", "Savings book handling", "Savings book cancellation", "Savings book for children", and "Injury insurance" govern the rights and obligations under contracts concluded between Us and You as savings book owner before June 15, 2019.

We do not accept additional deposits to savings book that are no longer on offer and that are notified by Publishing.

### 19.4. SAVINGS BOOK OPENING

We accept deposits in savings books notified by Publishing from You - a natural person. We issue savings books only in the name of one owner. A minimum deposit notified by Publishing is required for a deposit in savings book to be accepted. We confirm your deposit acceptance and any changes of the deposit amount and other circumstances determined by Us in your savings book. In the event of loss, theft or destruction of a savings book You should notify Us of that fact without undue delay, in which case at your request as authorized person or at the request of a person that will certify a lawful interest in the savings book, amortization procedure will take place in accordance with the legal regulations.

### 19.5. SAVINGS BOOK HANDLING

Deposits may be made in a savings book in cash or by wire transfer also without presenting the savings book. Unless legal regulations stipulate otherwise, only You as savings book owner or your authorized person listed in the signature specimen may withdraw funds from the savings book, only in cash and after presenting the savings book. The provisions on signature specimen for a current account apply equally to signature specimen for a savings book.

We will enable You to withdraw funds from a savings book with a notice period at any time, without the obligation to pay a sanction interest for early withdrawal. You may collect the interest credited to a savings book with a notice period in cash, without paying a sanction interest.

### 19.6. SAVINGS BOOK CANCELLATION

Unless otherwise set out in our agreement or herein, You may cancel your savings book or your savings book with a notice period anytime.

### 19.7. SAVINGS BOOK FOR CHILDREN

If You are a natural person under 18 years of age, We accept from You deposits in the euro currency in savings book with product name "savings book for children". Only one savings book for children may be issued for one client.

Deposits in a savings book for children bear basic interest at the interest rate notified by Publishing. If You have a savings book for children for longer than 1 calendar year and You do not withdraw funds from it or cancel it during the entire calendar year, in addition to the basic interest rate, You will be awarded a bonus interest rate notified by Publishing. For the purposes hereof, withdrawal of funds means also withdrawal of the interest funds awarded for

the preceding calendar year or a part thereof. If You meet the requirements provided in this section hereof, We will award You the bonus interest last time as at December 31 of the calendar year in which You reach 18 years of age. After the calendar year of your 18th birthday your deposit in a savings book for children will bear interest at the interest rate of a non-term savings book.

#### **19.7.1. Injury insurance**

If Your deposit in a savings book for children amounts for at least 15 days in a calendar month to the average daily deposit amount notified by Publishing, You as owner of savings book will get from Us a bonus - injury insurance without charge. You will get that bonus for the period of one calendar month after the month in which You have met the requirement for the bonus awarding. We carry out monthly checks of the requirement meeting. By the requirement meeting You consent to the insurance as well as to the Frame Contract for Injury Insurance for Savings Book for Children and to the General Insurance Terms and Conditions. Both documents are available at any Point of Sale and on the Website. If You do not meet the requirements set out in those documents, You should notify Us of that fact in writing. You may refuse the injury insurance bonus in writing.

#### **19.8. INSURANCE AGAINST THEFT AND ROBBERY OF COMPUTER, NOTEBOOK, MOBILE PHONE AND TABLET PURCHASED BY VISA INSPIRE GOLD PAYMENT CARD**

You as holder of a Visa Inspire Gold payment card that has been issued, renewed or re-issued after January 1, 2016 under an agreement on the issue and use of a Visa Inspire Gold payment card concluded at the latest by May 31, 2020, get insurance against theft and robbery of computer, notebook, mobile phone and tablet purchased by Visa Inspire Gold payment card (hereinafter referred to as the "Electronic Device") without charge. The said insurance is given on the basis of Group Insurance Policy for Visa Inspire Gold Payment Card No. 2401509699, concluded between Us and company Generali Poist'ovňa, a. s., with registered office at Lamačská cesta 3/A, 841 04 Bratislava, Slovak Republic, company identification number: 35 709 332, registered in the Register of Companies of District Court Bratislava I, section: Sa, file no.: 1325/B, with which the General Insurance Terms and Conditions of Insurance Against Theft and Robbery of Computer, Notebook, Mobile Phone and Tablet for Visa Inspire Gold Payment Cards are enclosed as a schedule to the said Insurance Policy. The said documents as well as other information for the insured are available at our Points of Sale and on the Website. We pay the full insurance premium under this section hereof. You as holder of a Visa Inspire Gold payment card may

consent in writing to the insurance under this section hereof and the Insurance Policy and General Insurance Terms and Conditions above upon an insurance claim handling at the latest. You as payment card holder are aware that for the purposes of registration and use of the insurance above, it is necessary that We provide the said insurance company with your following personal data: name and surname, permanent domicile, birth registration number, number and validity of your payment card. If an insurance event occurs after June 01, 2020 in connection with the insurance of the Electronic Device purchased before June 1, 2020 and at the latest within 365 days from its purchase, pending its notification by You and upon fulfilment of the agreed terms and conditions for the provision of the insurance benefit, the insurance event will be investigated.

#### **19.9. Visa Inspire Wave 2 Pay**

From 01 April 2021, We do not offer Visa Inspire Wave 2 Pay payment cards issued in the form of a contactless sticker valid for three years.

You who have been issued or requested the issue of the Visa Inspire Wave 2 Pay before 31 March 2021, may use such Visa Inspire Wave 2 Pay payment card until its expiry or until expiry of the renewed Visa Inspire Wave 2 Pay payment card under this section or until its cancellation. In the event of loss, damage or destruction of a Visa Inspire Wave 2 Pay payment card, You may not apply for its re-issuance.

If your Visa Inspire Wave 2 Pay expires at the latest on 31 March 2021, We will issue to You a renewed Visa Inspire Wave 2 Pay payment card with a new three-year validity period.

If your Visa Inspire Wave 2 Pay expires after 31 March 2021, We will not renew the Visa Inspire Wave 2 Pay payment card.

The Visa Inspire Wave 2 Pay payment card serves only for contactless payments at merchants who enable the execution of such payments and for cash withdrawals from VÚB ATMs via VÚB Mobil Banking applications. Visa Inspire Wave 2 Pay may not be used for payments via the internet.

You may execute payment transactions using Visa Inspire Wave 2 Pay payment card:

i) up to the amount of the agreed maximum daily limit which is monitored in euro currency within the Central European time; or

ii) until reaching the maximum daily number of payment transactions executed by Visa Inspire Wave 2 Pay payment card, depending on which occurs earlier.

## **20. AUTHORIZED OVERDRAFT OFFERED UNTIL JUNE 10, 2013 (INCLUSIVE)**

The provisions of this section 21 regulate the terms and conditions of authorized overdraft offering for current accounts of natural persons until June 10, 2010 (inclusive). The provisions of sections 9.1 and 9.2 hereof should apply accordingly.

### **20.1. CONTRACT TERM**

We offer You authorized overdraft for the term of your current account contract to which the authorized overdraft pertains.

### **20.2. AUTHORIZED OVERDRAFT AMOUNT**

We are authorized to unilaterally increase or decrease the amount of your authorized overdraft anytime. We will notify You of a change of the authorized overdraft amount and change reasons in writing or via the Nonstop Banking. You may request that your authorized overdraft be decreased anytime. Your request will take effect when granted by Us. The limit may be decreased if your current overdraft (amount due) is below the requested decreased limit. We may agree with You on an increase of the authorized overdraft in writing. We are authorized to decide on your request for increase of authorized overdraft at our sole discretion without your additional consent.

### **20.3. CONTRACT TERMINATION**

We are authorized to terminate the authorized overdraft offer anytime without stating the reason. The notice period should be two months. You are authorized to terminate the authorized overdraft anytime. The notice period should be fifteen days.

### **20.4. OBLIGATIONS OF CLIENT**

You should fulfil the following obligations throughout the authorized overdraft term:

(a) remit in your current account, without undue delay after the occurrence of negative balance in your account, the funds necessary to pay interest, fees and charges and other obligations from your current account, (b) pay interest on the funds used, (c) ensure regular remittances in your current account.

Throughout the authorized overdraft term, You should notify Us in writing without undue delay of the following: (a) a writ of execution has been issued against You or execution of a judgment has commenced against You or there is a circumstance that may be grounds for the commencement of execution proceedings or execution of a judgment, (b) You have filed a bankruptcy petition or proceedings in bankruptcy or restructuring have commenced against You, (c) You have been declared bankrupt, (d) You have secured obligations of third parties, (e) You have assumed obligations of third parties, (f) You have obligations vis-à-vis Us or third parties on which You have defaulted and as a consequence, your ability to repay our receivable from authorized overdraft could be at risk, (g) You are party to a lawsuit and as a consequence, your ability to repay our receivable from authorized overdraft could be at risk, (h) You fail to fulfil or otherwise breach your obligations vis-à-vis Us or third parties if as a consequence your ability to repay our receivable from authorized overdraft could be at risk.

## **21. NONSTOP BANKING**

### **21.1. Token**

Since June 1, 2020, Tokens are no longer provided under Nonstop Banking services.

Those of You who have a Token issued or who requested the issue of a Token before May 31, 2020, can continue using it as part of Nonstop Banking services. You can also request repeated issue of the Token in the event of loss, damage or destruction of your Token.