

Special Business Terms and Conditions of VÚB, a. s. for the Provision of the Business Zone Service

1 GENERAL PROVISIONS

The Special Business Terms and Conditions of VÚB, a. s. for the Provision of the Business Zone Service (hereinafter referred to as the “Terms and Conditions”) govern the relationship between Všeobecná úverová banka, a. s., abbreviated name: VÚB, a. s., with registered office at Mlynské nivy 1, 829 90 Bratislava 25, company reg. no.: 31 320 155, entered in the Companies Register of District Court Bratislava I, section: Sa, file no.: 341/B, and the Client in connection with the conclusion of the Agreement on the Provision of the Business Zone Service, a content part of which is specified by a reference to the Terms and Conditions as well as by the exercise of the rights and fulfilment of the obligations arising from the Agreement on the Provision of the Business Zone Service. The Terms and Conditions form an integral part of the Agreement on the Provision of the Business Zone Service, unless otherwise specified therein. In the event of a conflict between the provisions of the Agreement on the Provision of the Business Zone Service and the Terms and Conditions, the provisions of the Agreement on the Provision of the Business Zone Service shall take precedence. In the event of a conflict between the provisions of the Terms and Conditions and the product agreements, including the business terms and conditions related to such products, the provisions of the product agreements and of the terms and conditions related to such products shall take precedence.

2 TERMS AND DEFINITIONS, RULES OF INTERPERETATION

In the Agreement on the Provision of the Business Zone Service, in the General Terms and Conditions, or in other documents referred to herein, the capitalised terms used in this article shall have the meaning set forth in this article, unless otherwise specified in the Agreement on the Provision of the Business Zone Service, in the Terms and Conditions, or in other documents.

Authentication

The process of verifying User’s identity upon their log in to the Portal by entering the Security Features.

Bank

Všeobecná úverová banka a. s., abbreviated name: VÚB, a. s., with registered office at Mlynské nivy 1, 829 90 Bratislava, company reg. no.: 31 320 155, entered in the Companies Register of District Court Bratislava I, section: Sa, file no.: 341/B

Banking Day

A working day on which the Bank carries out its activities and which is not a public holiday or a rest day. A Banking Day is not a day that the Bank declares a non-banking day due to particularly serious operational reasons.

Security Features

Joint term for Nonstop Banking Security Features and One-Time Security Features.

Nonstop Banking Security Features

Identification number (ID), password, and SMS authorisation code used for User’s Authentication when logging in to the Business Zone Service on the Portal.

Price List

Document entitled “PRICE LIST OF VÚB, a. s. Entrepreneurs and Other Legal Entities”, specifying the fees, remunerations and costs of products and services, examples, and detailed conditions of their provision. The Price List is available on the Website and at the Points of Sale.

Document

The application/request signed by the Client or any other document (also signed by the Client depending on the nature of the document) which the Client may send to the Bank via the Business Zone Service.

One-Time Security Features

One-time link to the Portal and one-time SMS authorisation code.

Client

A legal entity and/or a natural person – entrepreneur that entered into an Agreement with the Bank.

Notification

A message by which the Bank informs the Client or the User about the facts stipulated in the Agreement and/or in the Terms and Conditions. The Notification is sent by the Bank via SMS or e-mail.

Point of Sale

The Bank's business premises in which banking business is usually carried out.

Personal Data

Data concerning an identified natural person or an identifiable natural person as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and in the Act on Personal Data Protection.

Portal

Internet portal used for logging in to and using the Business Zone Service.

Natural Person

A natural person who is authorised to perform the actions referred to in paragraph 3.7 of the Terms and Conditions.

Annex

Annex to the Agreement, designated as the List of Users.

Product Agreement

Agreement on a bank product, including any amendments thereto, entered into by the Bank and the Client via the Business Zone Service.

Complaint

The right exercised by the Client against the Bank under the liability for defects in the Business Zone Service within the set time limits.

Complaints Handling Rules

Complaints Handling Rules of Všeobecná úverová banka, a. s., published on the Website <https://www.vub.sk/files/informacny-servis/pravne-informacie/reklamacny-poriadok.pdf> and available at any Point of Sale.

Business Zone Service

Service provided by the Bank, through which selected bank transactions can be carried out or selected services can be used remotely based on the connection of electronic devices via electronic communication network.

Website

Bank's website available at: www.vub.sk

Act on Banks

Act No. 483/2001 Coll. on Banks and on changes and amendments to some acts.

Act on Personal Data Protection

Act No. 18/2018 Coll. on Personal Data Protection and on changes and amendments to some acts.

Agreement

Agreement on the Provision of the Business Zone Service, entered into by and between the Bank and the Client, the subject-matter of which is the provision of the Business Zone Service.

Disclosure

The making of a document or information available at a Point of Sale, on a Website, via Business Zone Service or by other appropriate manner, allowing the Client and/or User to become acquainted with them. The disclosure shall take effect upon publishing, unless otherwise specified therein. The disclosure forms an integral part of the Agreement.

3 THE CONDITIONS FOR THE PROVISION AND USE OF THE BUSINESS ZONE SERVICE

3.1. The provision of the Business Zone Service is conditional upon the conclusion of the Agreement. The Agreement must be concluded in writing in paper form at the Point of Sale or by electronic means via temporary electronic account created for the Client by the Bank. If the Agreement is concluded by electronic means, the Agreement must be signed by the Client exclusively by qualified electronic signature.

3.2. The Bank shall have the right to refuse to conclude the Agreement, in particular if:

- a) the Agreement is signed by a person other than the person authorised to act on behalf of the Client, in accordance with the set procedure; or
- b) the person authorised to act on behalf of the Client who signed the Agreement has not been properly identified by the Bank beforehand in accordance with the applicable legal regulations and internal guidelines of the Bank; or
- c) the person authorised to act on behalf of the Client has signed the Agreement in a manner other than specified in the Agreement or by a signature other than the specified acceptable one (especially using a non-qualified electronic signature).

3.3 The Bank shall inform the Client of its refusal to enter into the Agreement by electronic means via a Notification. The Bank shall not be liable to the Client for any damage that has incurred or may incur to the Client in connection with the refusal to enter into the Agreement.

3.4. The Bank shall inform the Client about the successful conclusion of the Agreement by electronic means without undue delay via a Notification, which contains information on the date the Agreement was concluded.

3.5. The Bank undertakes to set up the Business Zone Service not later than within five Banking Days following the conclusion of the Agreement.

3.6. The Client shall ensure the necessary technical infrastructure (hardware and software) needed for the use of the Business Zone Service, as notified in the Disclosure. If the Client fails to meet the requirement under the previous sentence, the Bank shall be authorised to refuse to provide the Business Zone Service and shall not be liable to the Client for any damage that incurs or may incur in this regard.

3.7. The Bank shall provide the Client with the Business Zone Service through the Portal. The Business Zone Service enables the Bank and the Client:

- a) to sign selected Documents and a new Annex;
- b) to conclude selected Product Agreements and amendments to the Agreement;
- c) to send selected Documents, Product Agreement, a new Annex, and amendments to the Agreement;
- d) to obtain information concerning selected Documents, Product Agreements, Annexes, and amendments to the Agreement which are available on the Portal.

3.8. Only the User is authorised to sign the Documents, Product Agreements, amendments to the Agreement and the Annex on behalf of the Client through the Business Zone Service. In case these documents are signed through the Business Zone Service, they must be signed exclusively by qualified electronic signature. 3.9. The Bank has the right to refuse to enter into a Product Agreement and/or an amendment to the Agreement and/or to accept the Document,

in particular if the Product Agreement and/or the amendment to the Agreement and/or the Document:

- a) is signed by a person other than the User; or
- b) is not signed by the User(s) in accordance with the set procedure; or
- c) is signed by a User who was not properly identified by the Bank beforehand in accordance with the applicable legal regulations or internal guidelines of the Bank; or
- d) is signed in the manner other than agreed in the Product Agreement or in the amendment to the Agreement or in the Document or by signature other than the specified acceptable one (in particular by using a non-qualified electronic signature).

3.10. The Bank shall notify the Client via Notification of its refusal to enter into the Product Agreement and/or an amendment to the Agreement and/or to accept a Document signed/sent through the Business Zone Service without undue delay. The Bank shall not be liable to the Client for any damage that has incurred or may incur in connection with its refusal to enter into the Product Agreement and/or an amendment to the Agreement and/or by not accepting the Document by the Bank.

3.11. The Bank shall inform the Client about the successful conclusion of the Product Agreement and/or amendment to the Agreement and about the acceptance of the Document signed and/or sent through the Business Zone Service via Notification.

3.12. The Bank may call the Client to correct the Document and/or send a new Document, especially in case the Bank received a Document other than the required one or the received Document contains incorrect or incomplete information, or there are reasonable concerns regarding the authenticity of the submitted Document. The Bank shall notify the Client via Notification of the need to correct the Document sent through the Business Zone Service or of the need to send a new Document through the Business Zone Service without undue delay. The Bank shall not be liable to the Client for any damage that has incurred or may incur in this regard.

3.13. If the Document delivered to the Bank is complete and correct and the Bank has not refused it pursuant to paragraph 3.9 of the Terms and Conditions, the Bank shall execute the requested action within the time limit and in the manner specified in the Document without undue delay and immediately inform the Client thereof; if the Document has been sent through the Business Zone Service, the Bank shall inform the Client via Notification.

4. USERS

4.1. The Client shall use the Business Zone Service through the Users listed in the Annex to the Agreement. The Client shall ensure that the persons designated as the Users are properly identified by the Bank beforehand in accordance with the legal regulations and internal guidelines of the Bank. The Client shall also provide the Bank with the Personal Data of the Users to the extent stipulated in the Annex for the purposes of their identification and use of the Business Zone Service; otherwise, the Bank has the right to refuse to accept a particular person as a User. The Client is liable for the accuracy of the provided Personal Data of the Users and shall notify the Bank without undue delay of any changes in the Personal Data of the Users. The Bank shall not be liable for any damage that has incurred by non-fulfilment of this obligation of the Client.

4.2. The Client may request the Bank to change the Annex to the Agreement in the following cases:

- a) requests the adding and/or removal of a particular User(s);
- b) the phone number and/or e-mail address of the User, indicated in the Annex to the Agreement, has changed.

The Annex may be changed without the need to conclude an amendment to the Agreement by preparing a new Annex signed by the Client. The Client may deliver the new Annex to the Bank in paper form at the Point of Sale or by electronic means through the Business Zone Service. The new Annex must be duly signed and, in the case of signing through the Business Zone Service, it must be signed exclusively by qualified electronic signature. The Bank reserves the right to review whether the Annex meets the agreed conditions.

4.3. The Bank may refuse to accept the new Annex delivered by the Client, in particular because:

- a) the data indicated in the Annex is incomplete or incorrect; or
- b) the persons designated in the Annex as Users have not been properly identified by the Bank beforehand in accordance with the relevant legal regulations and internal guidelines of the Bank; or
- c) the Annex has not been signed in accordance with the set procedure; or
- d) the Annex has been signed by a person other than the User in the case of its delivery through the Business Zone Service; or
- e) the person that signed the Annex on behalf of the Client has not been identified by the Bank beforehand and properly in accordance with the relevant legal regulations and internal procedures of the Bank; or
- f) the Annex has been signed in the manner other than the one agreed in the Agreement or by signature other

than the specified acceptable one (in particular by using other than the qualified electronic signature).

The Bank shall inform the Client of its refusal to accept the new Annex without undue delay; if the new Annex has been delivered to the Bank through the Business Zone Service, the Bank shall inform the Client via Notification. The Bank shall not be liable to the Client for any damage that has incurred or may incur in connection with the refusal of the Bank to accept the new Annex.

4.4. In case the Bank accepts the new Annex received from the Client, it shall perform the changes related to the new Annex within five (5) Banking Days from its receipt by the Bank. The new Annex shall be deemed received

- a) in case it has been produced and signed in paper form – on the day of its receipt at the Point of Sale,
- b) in case it has been produced, signed and delivered through the Business Zone Service – on the day the Bank delivers the Notification to the Client.

The Bank shall inform the Client of the day it made the changes in accordance with the above (if the new Annex has been delivered through the Business Zone Service, the Bank shall inform the Client via Notification); on this day, the new Annex shall take effect and the original Annex shall cease to exist in full extent.

4.5. The User shall log in to the Portal using the Security Features that serve for his/her Authentication.

4.6. The User may log in to the Portal:

- a) using the Nonstop Banking Security Features – the Nonstop Banking Security Features shall be issued to the User and their use is governed by the provisions of a separate agreement concluded between the Bank and User;
- b) using One-Time Security Features – the one-time link to the Portal shall be sent to the User's e-mail address specified in the Annex to the Agreement, and the one-time SMS authorisation code to the User's phone number specified in the Annex to the Agreement.

4.7. If the User has logged in to the Portal using the Nonstop Banking Security Features, the User is authorised to perform the actions specified in paragraph 3.7 of the Terms and Conditions with respect to all Documents, Product Agreements, amendments to the Agreement and each Annex. If the User has logged in to the Portal using the One-Time Security Features, the User is authorised to perform the actions specified in paragraph 3.7 of the Terms and Conditions only with respect to the selected Document, Product Agreement, amendment to the Agreement, and selected Annex.

4.8. The Client may request the Bank to cancel the User's access to the Business Zone Service by producing a new Annex, applying the procedure specified in paragraph 4.2 of the Terms and Conditions.

4.9. The Bank is authorised to cancel the User's access to the Business Zone Service in the case of suspicion of misuse of the Business Zone Service by the User, even without prior notice. The Bank shall inform the Client of the cancellation of the User's access to the Business Zone Service. If the Client requests the renewal of access to the Business Zone Service for the User whose access has been cancelled as per the previous sentence, the Client must request the Bank to renew its access by means of a separate request.

4.10. The cancellation of the access to the Business Zone Service shall disable the User to use the Business Zone Service. The Bank shall not be liable to the Client for any damage that has incurred or may incur to the Client in this respect.

5. UNAVAILABILITY OF THE BUSINESS ZONE SERVICE

5.1. The Business Zone Service may be temporarily unavailable if the Bank considers it necessary, in particular to ensure the security or proper functioning of the Business Zone Service. The Client shall immediately inform the Client of the planned unavailability of the Business Zone Service by Disclosure.

5.2. If the Bank considers it necessary to immediately interrupt the Business Zone Service (in particular due to security reasons), the Bank is authorised to perform such interruption even without prior notice pursuant to paragraph 5.1 of the Terms and Conditions.

5.3. The Business Zone Service may also be unavailable due to *force majeure*. *Force majeure* means any event that the Bank is unable to influence or prevent, such as a measure, decision, or regulation of state authorities, restrictions

resulting from legal regulations, strike of the Bank's employees, etc.

6. DURATION AND TERMINATION OF THE AGREEMENT

6.1. The Agreement may be terminated by mutual agreement between the Bank and the Client, by notice, or by withdrawal in the cases specified in this article hereof.

6.2. The Bank and the Client may terminate this Agreement at any time, even without giving reason. The period of notice is one month, commencing on the first day of the month following the month in which the notice was received by the other Party.

6.3. The Bank may withdraw from this Agreement in the following cases:

- a) if the Bank reasonably suspects that the conduct of the Client or the User is contrary to the relevant legal regulations or that the Client avoids them, or is contrary to good morale or principles of fair business practice;
- b) if the Client or the User has repeatedly breached the provisions of the Terms and Conditions or of the Agreement, or if the Client or the User has seriously breached any provision of the Terms and Conditions or of the Agreement;
- c) if an application for enforcement or exercise of a decision has been filed against the Client;
- d) if an application for a declaration of insolvency or a permit for restructuring has been filed against the Client, or bankruptcy or restructuring proceedings has been initiated by the Client;
- e) if the Client disagrees with the amendments to the Terms and Conditions pursuant to paragraph 10.2 hereof.

The Agreement shall terminate on the date of delivery of the notice of withdrawal to the Client.

7. SECURITY

7.1. The Client and/or the Users shall comply with the following security rules:

- Log in to the Portal only from a trusted device protected against viruses, malicious codes, and attacks from the network, with regularly updated antivirus and antispyware software;
- Do not log in to the Portal from public computers or public mobile devices (e.g. from an internet café, school, hotel);
- Verify the security (encryption) of mutual communication as well as the address and identity of the Portal's website;
- Protect the Security Features from misuse, disclosure, and theft, and prevent access of third persons to them;
- Use the Security Features exclusively for personal use, do not lend or leave them to others, not even to close persons;
- Protect the Security Features from being seen by others when entering them;
- In the case of suspicion of misuse or unauthorised use of the Business Zone Service, immediately request the Bank to cancel the access of the User(s);
- Do not open suspicious or unknown attachments and links contained in unsolicited e-mails or other messages from unknown senders;
- Do not reply to e-mails and phone calls in which anyone, including persons pretending to be the Bank's employees, request from the Client or User the provision of data protected under the Act on Banks and/or Personal Data. The Client and/or User shall immediately inform the Bank of any attempts to obtain the data protected by the Act on Banks and/or Personal Data;
- When using the Business Zone Service, comply with all other security rules published by the Bank on the Portal.

7.2. The Portal is a site secured by an SSL protocol with a valid (trusted) certificate, and its internet address is <https://ib.vub.sk/clp>. This certificate enables the User to check directly through the internet browser whether the User visits the Portal's site. If the internet browser does not display the correct address or displays a warning about an untrusted certificate, the Bank does not recommend entering the Security Features so as to secure and protect of the User's access. Such fact must be immediately notified to the Bank.

7.3. The number of consecutive incorrect attempts to enter the Security Features is limited; once exhausted, access to the Portal is automatically blocked. In case the Nonstop Banking Security Features are used, the attempts are added

to the total number of attempts to log in using these Nonstop Banking Security Features regardless of the service to which the User logs in.

7.4. If the next attempt to log in to the Business Zone Service is successful, the number of failed attempts is reset; in the case of One-Time Security Features, this number is reset at the earliest on the next day.

8 LIABILITY

8.1. The Client shall be liable for any actions performed by the Users through the Business Zone Service as well as for any potential damage that may incur thereby.

8.2. The Client shall be liable for the accuracy of the data provided to the Bank as well as for any damage incurred as a result of failure to notify the Bank of changes to such data.

8.3. The Client shall be liable for any damage incurred using a lost or stolen Security Feature or by misuse of a Security Feature by an unauthorised person due to the User's negligence upon ensuring the protection of the Security Features.

8.4. The Bank shall not be liable for any damage that may incur to the Client due to the misuse of the Security Features, unless the User provides them to or lets them to be used by a third party for any reason or which have been disclosed to a third party for reasons on the side of the User. The Bank shall not be liable for any damage incurred by the presence of another person upon the logging in to and use of the Business Zone Service.

8.5. The Bank shall not be liable for any damage incurred to the Client due to the failure of the technical devices of the operator of the technical devices or due to the breach of the contractual relationships between the Client and the operator of the communication technology.

8.6. The Bank shall not be liable for any damage incurred to the Client during the use of the Business Zone Service due to a missed, delayed, or erroneous delivery of the Notification as a result of failure, repair, maintenance, reconstruction, and extension of the GSM public network or a part thereof, or as a result of exceeding the capacity limit.

8.7. The Bank shall not be liable for any damage incurred due to the Client's or User's action contrary to the provisions of the Agreement and/or the Terms and Conditions.

8.8. The Bank shall not be liable to the Client for any damage incurred in special cases specified in the Terms and Conditions.

8.9. The Bank shall be liable to the Client only for the damage it has caused.

9 COMMON PROVISIONS

9.1. GOVERNING LAW AND LANGUAGE

9.1.1. The Agreement as well as the related legal relationships shall be governed by the laws of the Slovak Republic.

9.1.2. The governing language for the Agreement and other related document as well as for any communication between the Client and/or User and the Bank is Slovak. If the Agreement and/or any related documentation is produced in a language other than Slovak, the Slovak version shall be decisive for its legal assessment and for the interpretation of the terms.

9.1.3. The relationships between the Client and the Bank, which are not explicitly regulated in the Agreement or in the Terms and Conditions, shall be governed by the provisions of the applicable laws to the extent as not to change the purpose and/or intention expressed in the above documents, except for the mandatory provisions of these legal regulations.

9.2. SERVICE OF DOCUMENTS

9.2.1. The Bank shall serve all documents to the Client in person, by courier service, by mail or by electronic means of communication (e-mail or Business Zone Service) to the address last notified by the Client.

9.2.2. In the case of personal service, the documents shall be deemed to have been served on the day of their receipt, which the Client shall confirm to the Client in writing, or on the date of refusal of their take-over.

9.2.3. Documents delivered by courier service shall be deemed to have been served on the day of their receipt or on the day of refusal of their take-over.

9.2.4. In the case of delivery by mail, the documents shall be deemed to have been served on the third day after their

posting at home and on the seventh day after their posting abroad.

9.2.5. Documents delivered via e-mail or other electronic medium shall be deemed to have been served one day after their sending, unless an earlier date of delivery is proven.

9.2.6. A document is also deemed to have been served if it returns to the Bank as undeliverable pursuant to paragraphs 9.2.2 to 9.2.5, provided that it had been sent to the last notified address.

9.2.7. The Client shall inform the Bank of the non-delivery of any expected documents, in particular documents delivered by electronic means; otherwise, the Bank shall not be liable for any damage incurred by such non-delivery.

9.3. SPECIAL PROVISIONS

9.3.1. The conditions and procedures to be followed upon the lodging and handling of Complaints are laid down in the Complaints Handling Rules.

9.3.2. The Bank hereby informs the Client of the possibility of arbitration of disputes or other out-of-court settlement of disputes arising from or in connection with the Agreement. The conditions of such forms of dispute settlement, as well as the rights and obligations of the Bank and of the Client as the parties to the dispute are laid down specifically in Act No. 244/2002 Coll. on Arbitration Proceedings, as amended, and in Act No. 420/2004 Coll. on Mediation and on changes and amendments to some acts, as amended.

9.3.3. The authority supervising the financial market is the National Bank of Slovakia.

9.4. BANKING SECRECY AND PERSONAL DATA PROTECTION

9.4.1. The Bank hereby reserves the right to process and keep data related to the Business Zone Service (including e-mail communication with the Client and/or User by means of automated and non-automated tools, such as IP address) in order to prevent fraud and protect the legitimate interests of the Client and of the Bank. For more details on personal data protection see www.vub.sk.

10 FINAL PROVISIONS

10.1. The Terms and Conditions are displayed at the Points of Sale and on the Website.

10.2. The Bank reserves the right to unilaterally amend the Terms and Conditions, the Price List, and the Disclosure without giving reason. The Bank shall inform the Client about any such amendment by Disclosure not later than within 15 days prior to the date of effect of such amendments. If the Client informs the Bank of its refusal of such amendments at the latest on the day preceding the proposed date of effect of the amendments, the Bank shall negotiate with the Client on the conditions of further duration or termination of the mutual obligations. Where the Client does not inform the Bank of its disagreement with the proposed amendments under this paragraph, these amendments shall be deemed to apply to the Client.

10.3. The Terms and Conditions apply and are effective from the date of conclusion of the Agreement as well as during the contractual relationship between the Bank and the Client and after termination of the same until full settlement of mutual receivables and liabilities.

The Terms and Conditions shall take effect on 1.9.2021

Všeobecná úverová banka, a. s.