

Amendment No. 1
to
the General Business Terms and Conditions of
VÚB, a. s. for Deposit Products

Effective from: 01 February 2022



VÚB, a.s., Mlynské nivy 1, 829 90 Bratislava 25
Registered in the Companies Register of District
Court Bratislava 1, section: Sa, file no. 341/B,
CRN: 31 320 155
BIC: SUBASKBX
www.vub.sk

Scope of business: activities under the Act on Banks
Supervisory authority: National Bank of Slovakia,
I. Karvaša 1, 813 25 Bratislava
Banking license issued by NBS Decision No. UBD-
1744/1996 of September 26, 1996

This document constitutes Amendment No. 1 (hereinafter referred to as "Amendment No. 1") to the 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 registered office at Mlynské nivy 1, 829 90 Bratislava 25, company identification number: 31 320 155, entered in the Companies Register of District Court Bratislava I, section: Sa, file no.: 341/B (hereinafter referred to as "We" or "Us" or "Bank") and you, our client (hereinafter referred to as "You") in relation to negotiations on the conclusion and conclusion of Banking Deal contracts, or exercise of rights and fulfilment of obligations arising out of Banking Deal contracts.

1. The purpose of Amendment No. 1 is to amend the provisions of the Terms and Conditions within the scope defined herein:

- 1.1. Article 2 of the Terms and Conditions, the second sentence in the definition of the term "Security Feature" is amended to read as follows:
"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."

- 1.2. In Article 2 of the Terms and Conditions, the following sentence is added at the end of the definition of the term "Point of Sale":
"We shall inform you about the applicable terms and conditions of the provision of services at Points of Sale by Publishing."
- 1.3. In Article 3 of the Terms and Conditions, clause 3.5 letter g) is added, which reads as follows:
"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."
- 1.4. In Article 6 of the Terms and Conditions, a new sub-clause 6.2.7 is added which reads as follows:
"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 of 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."

- 1.5. Article 6 of the Terms and Conditions, sub-clause 6.6.4 is amended as follows:
"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)."

- 1.6. In Article 7 of the Terms and Conditions, the title of sub-clause 7.4.4 is amended as follows:

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

- 1.7. In Article 7 of the Terms and Conditions, a new paragraph is inserted in sub-clause 7.4.4 after the last paragraph, which reads as follows:

"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."

- 1.8. In Article 7 of the Terms and Conditions, the second sentence of the third paragraph of clause 7.5 is amended as follows:

"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."

- 1.9. In Article 7 of the Terms and Conditions, a new sentence is added at the end of the penultimate paragraph of clause 7.7:

"The provisions of this paragraph shall apply *mutatis mutandi* to the Junior PIN Security Feature."

- 1.10. Article 7 of the Terms and Conditions, the first and second sentence in clause 7.10. letter f) are amended as follows:

"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."

- 1.11. Article 7 of the Terms and Conditions, clause 7.10. letter g) is amended as follows:

"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.”

- 1.12. Article 8 of the Terms and Conditions, clause 8.1. letter a) is amended as follows: “a) Internet Banking (Internet Banking, Mobile Banking, ePlatby VÚB, VIAMO, VÚB Junior),”
- 1.13. In Article 8 of the Terms and Conditions, the first sentence of clause 8.3 is amended as follows:
“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.”
- 1.14. In Article 8 of the Terms and Conditions, the first sentence of clause 8.5 is amended as follows:
“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 sub-clause 4.5.1.”
- 1.15. In Article 8 of the Terms and Conditions, a new sentence is added between the second and the third sentence in the third paragraph of clause 8.6 which reads as follows:
“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.”
- 1.16. In Article 8 of the Terms and Conditions, a new last sentence is added in the third paragraph of clause 8.6 which reads as follows:
“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.”

- 1.17. Article 8 of the Terms and Conditions, sub-clause 8.7.1 letter c) is amended as follows: “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,”
- 1.18. Article 8 of the Terms and Conditions, sub-clause 8.7.1 letter k) is amended as follows: “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,”
- 1.19. In Article 8 of the Terms and Conditions, a new letter m) is added after letter l) in sub-clause 8.7.1 which reads as follows: “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,”
- 1.20. In Article 8 of the Terms and Conditions, letters m) to q) in sub-clause 8.7.1 change to letters n) to r).

- 1.21. Article 8 of the Terms and Conditions, sub-clause 8.7.1 letter n) is amended as follows: “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;”
- 1.22. Article 8 of the Terms and Conditions, sub-clause 8.7.1 letter p) is amended as follows: “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;”
- 1.23. In Article 8 of the Terms and Conditions, the second sentence in the second paragraph of clause 8.8. is amended as follows: “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.”
- 1.24. In Article 8 of the Terms and Conditions, a new clause 8.11. is added which reads as follows:

“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.”

- 1.25. Clauses 8.11. and 8.12 of the Terms and Conditions are renumbered to 8.12. and 8.13.
- 1.26. In Article 8 of the Terms and Conditions, the first sentence of clause 8.12. is amended as follows:
“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.”
- 1.27. In Article 8 of the Terms and Conditions, the title of clause 8.13 is amended as follows:
“8.13. CHANGES MADE BY YOU THROUGH NONSTOP BANKING, MULTICASH, INBIZ, H2H, AND BUSINESS ZONE SERVICES”
- 1.28. In Article 8 of the Terms and Conditions, the reference to clause 8.11. in clause 8.13. changes to a reference to clause 8.12.
- 1.29. In Article 11 of the Terms and Conditions, the first sentence in the third paragraph of clause 11.1. is amended as follows:
“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.”
- 1.30. In Article 11 of the Terms and Conditions, the fourth paragraph of clause 11.1. is amended as follows:
“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.”

- 1.31. In Article 11 of the Terms and Conditions, a new paragraph is added after the second paragraph of clause 11.2. on the procedure of concluding an online Banking Deal:
“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.”
- 1.32. In Article 15 of the Terms and Conditions, new letter u) is added after letter t) which reads as follows:
“u) by our conduct pursuant to sub-clauses 17.3.2. and 17.3.3. hereof.”
- 1.33. In Article 15 of the Terms and Conditions, the first paragraph of clause 15.1. changes as follows:
“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.

1.34. Clause 17.3 of the Terms and Conditions is amended and fully replaced by the following wording:

“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.”

2. Final provisions of Amendment No. 1

The provisions of the Terms and Conditions not affected by Amendment No. 1 shall remain in force without change.