

BUSINESS CONDITIONS FOR PROVIDING AND USING ELECTRONIC SERVICES AND PAYMENT CARDS

TABLE OF CONTENTS

A. GENERAL PART

1. Basic provisions
2. Definitions
3. Electronic banking
4. Payment cards

B. SPECIAL PART

5. Electronic service – SporoPay
6. Electronic services – Homebanking and Multicash
7. Making an Overdraft Loan Agreement through SporoTel
8. Charge Card

C. FINAL PART

9. Charges, remunerations, costs
10. Customer complaint proceedings
11. Miscellaneous provisions

A. GENERAL PART

1. Basic provisions

- 1.1. This is the complete text of the Business Conditions issued by Slovenská sporiteľňa, a.s., Tomášikova 48, 832 37 Bratislava, registered in the Companies Register of District Court Bratislava I, in section Sa, file no. 601/B, company registration number: 00151653 in effect from September 10, 2002 as amended by Amendment 1 of December 31, 2002, Amendment 2 of June 19, 2003, Amendment 3 of April 1, 2004, Amendment 4 of September 4, 2004, Amendment 5 of January 1, 2005, Amendment 6 of January 1, 2006, Amendment 7 of 1 August 2007, Amendment 8 of February 15, 2008, Amendment 9 of January 1, 2009, Amendment of June 1, 2009, Amendment 11 of October 1, 2009, Amendment 12 of February 1, 2010, Amendment 13 of June 1, 2010, Amendment 14 of May 1, 2011 and Amendment 15 of November 15, 2011.
- 1.2. These Business Conditions regulate legal relations between the Bank and the Client which arise in providing and using Electronic Services and Payment Cards and in connection with them, or in making Agreements or performing other legal acts through Electronic Services or legal relations which arise under or in connection with Agreements in which the parties have agreed thereon in writing as well as relations which arise in connection with actions aimed at establishing the legal relation under this point.
- 1.3. These Business Conditions are part of any Agreement entered into by and between the Bank and the Client in respect of an Electronic Service or Payment Card, and are also part of any Agreement specified in point 1.2.
- 1.4. Where the provisions of a written Agreement entered into by and between the Bank and a Client and specified in point 1.3 differ from the provisions of these Business Conditions, the provisions of such written Agreement shall prevail.
- 1.5. Where these Business Conditions differ from the General Business Conditions, these Business Conditions shall prevail. Similarly, where the provisions of the Special Part herein relating to individual Electronic Services or individual types of Payment Cards differ from the General Part or the Final Part herein, the provisions of the Special Part herein shall prevail.

2. Definitions

Terms, which are typed with capital initials in these Business Conditions as well as in the GBCs, Agreements and in documentation relating to Agreements, have the meaning as defined in these Business Conditions or in the GBCs, unless otherwise agreed in these Agreements.

Authentication Datum	a numerical combination of one of Security Objects through which the Bank shall verify the Client's identity in performing remote communication with the Client by verifying whether or not the stated Authentication Datum is identical with the Client's Identification Datum.
Authorisation Centre	the Bank's workplace operating 24-hours-a-day which acts as a coordination centre for Payment Cards and gives permit to execute payment operations through Payment Cards.
Authorisation	a process in which the Bank grants the Client certain rights in the Bank's system and which takes place after verification of the Client's identity through an Identification and Authentication Datum.
Security Object	any material or immaterial security element which ensures a secure remote communication between the Bank and the Client in providing and using Electronic Services, which object the Bank has handed over or will hand over to the Client or the use of which will be agreed upon by the Bank and the Client.
Cashback	a service provided by the Bank which enables a Card Holder to make cash withdrawals through a Payment Card, simultaneously with making non-cash transactions through a POS terminal located at a Merchant's premises. A non-cash transaction is a mandatory component of the Cashback service. The minimum amount of a non-cash transaction enabling the client to make a cash withdrawal using the Cashback service shall be set by the Bank by Publication. The maximum amount of a withdrawal using the Cashback service shall be set by the Bank by Publication.
Total Card Framework Limit	the maximum amount of money agreed upon by the Bank and the Client up to which the Holders of Charge Cards, which have been issued for one Card Account, may make transactions through these Charge Cards during an agreed upon period of time.

Certification Datum	a datum (code) which the Client will obtain by using one of the Security Objects the use of which has been agreed upon by the Bank and the Client and through which the Client may electronically sign and/or certify an Instruction, i.e. confirming that the Instruction was given by him and confirming the integrity of data stated in the Instruction.
Certification	the process of ensuring the authorship of an Instruction given by the Client and integrity of data which the Client needs for giving an Instruction through a Certification Datum and the process of a subsequent verification of this authorship and data integrity by the Bank.
Cross-Border Instruction	an Order to execute a transfer of funds to an account opened by a paymentservice provider which provides payment services outside the territory of the Slovak Republic or an Order in a currency other than the local currency to execute a transfer of funds to an account opened by other payment-service provider which provides payment services in the territory of the Slovak Republic.
CVV2	a security code stated in a Payment Card which makes it possible to identify the Card Holder with the logo of the card company Visa Europe Services Inc, P. O. Box 39662, London W2 6WH, Great Britain.
CVC2	a security code stated in a Payment Card which makes it possible to identify the Card Holder with the logo of the card company MasterCard Europe sprl, Chaussée de Tervuren 198A, B-1410 Waterloo, Belgium.
Debit Card	a Payment Card whose each operation, after its execution, is debited to the Client's Account or Accounts with the Bank.
Additional Card	a Charge Card issued by the Bank for a Card Account, in addition to a Main Card, for drawing funds from the Total Card Framework Limit of the Main Card.
Card Holder	a natural person having legal capacity to whose name a Payment Card has been issued and who is authorised to use this Payment Card for performing individual transactions permitted by the Bank.
EB Agreement	an agreement whose subject matter is providing and using Electronic Services for Bank Products or an Agreement whose subject matter is other specification necessary for the proper provision of Electronic Services or part of a special Agreement with such subject matter. An EB Agreement may also have other subject matters, in addition to those stated above, and its title may be different.
e-Documents	<p>electronic documents delivered to Contractual Partners and viewed through a special functionality of such Electronic Service or such technical equipment of the Bank which contains the functionality and which are divided as follows:</p> <p>a) e-Statuses – they enable the Client to have access to information about products or financial services provided by a Contractual Partner or to information about the amount of its client's financial liabilities registered by the Contractual Partner or about the amount of its client's receivables from the Contractual Partner and about their due dates or other information about its client registered by the Contractual Partner in its system as well as to advertising information sent to the Client by the Contractual Partner.</p> <p>b) e-Invoices – they will enable the Client to have access to information set forth in subparagraph a) above and in addition will enable the Client to pay electronic invoices delivered by the Contractual Partner.</p> <p>The Bank will make an e-Documents available to the Client upon special request delivered through selected Electronic Services or handed over in the Contractual Partner's office after acceptance of such request by the Contractual Partner and the Bank, and the Bank will provide the documents throughout the duration of the contractual relation between the Bank and the Contractual Partner and between the Contractual Partner and its client on condition that all conditions set by the Bank and the Contractual Partner have been met.</p>
Electronic Identification	a process in which the Client identifies himself/herself in remote communication with the Bank by giving his or her Identification Datum or other datum assigned by the Bank to the Client.
Electronic Signature	<p>a string of electronic data created by a signer which is attached to another string of electronic data and which allows to verify the signer's identity and his relationship to the signed string of electronic data as well as the integrity of transferred data. Each Electronic Signature of each signer consists of two parts (keys):</p> <p>public key of an Electronic Signature – that part of an Electronic Signature which the signer reports to third parties with whom he communicates through an Electronic Service, as this part serves for verifying the signer's identity and also for encrypting the data that are being delivered from third parties to this signer.</p>

secret key of an Electronic Signature – that part of an Electronic Signature which the signer must keep secret from any third party and which is used for decrypting the data that are being delivered to the signer from third parties with whom the signer communicates through an Electronic Service and that have encrypted the data with the public key of the Electronic Signature of this signer; a secret key is also used for signing electronic data by the signer.

Embossed Card	a Payment Card with an embossed text and an embossed record of personification details which can be used in an electronic environment and for a mechanical scanning of personification details from the Payment Card.
File Transfer	a special functionality of such Electronic Service which contains this functionality and through which the Client may deliver to the Bank an electronic file with Instructions structured in accordance with the Bank's requirements and containing either several Payment Orders or several Collection Orders.
HB Client	a Client with whom the Bank has made an HB Agreement under which the Bank provides the Client with an HB Service for an Account or other Bank Product.
HB Limits	certain security restrictions in the form of the maximum amounts on funds which can be used in giving and executing an HB Client's Instructions delivered to the Bank through the HB Service. In an HB Agreement Application, an HB Client shall determine these limits: Account daily limit - the maximum sum of money which may be used from an Account in the execution of Instructions by the Bank during one day, and group limit - the maximum sum of money which a group of Authorised Persons may use from an Account by giving a single Instruction to the Bank.
Main Card	a Charge Card issued by the Bank for a Card Account for which a Total Card Framework Limit has been set.
Charge Card	a Payment Card for which the Bank has granted the Card Holder a Card Framework Limit.
Identification Datum	an identification number which is issued by the Bank to the Client when entering into an Agreement or which the Bank conveys to the Client through an Electronic Service after the conclusion and in accordance of such Agreement, and which is used by the Bank to verify the Client's identity in performing remote communication with the Client through selected Electronic Services. An Identification Datum for individual types of Electronic Services is also a datum designated as login name, login, identification number or other designation provided that the datum meets the conditions set forth in this definition.
Indented Card	a Payment Card without a relief text usable in an electronic environment (hereinafter referred to as an "Electronic Card").
Internet Merchant	the Bank's contractual partner which operates virtual trading on its website and which has opened an Account with the Bank to which the Bank credits Clients' payments for goods and services.
Card Framework Limit	the maximum amount of funds set by mutual agreement between the Bank and the Client up to which a Charge Card Holder may perform transactions through his Charge Card during an agreed upon period of time.
Card Account	an account for which a Main or Additional Card may be issued and for which a Card Framework Limit or a Total Card Framework Limit has been agreed.
Compatible File	a set of non-cash payment data in the electronic form, with a prescribed structure and with an extraordinary processing regime.
HB Communication Module	HB Service software module through which a HB Client may communicate with the Bank and may exchange Compatible Files with the Bank.
Credit Card	a Payment Card issued by the Bank for a card account, through which the Client may draw a loan provided by the Bank from the card account by making payment transactions up to the amount of the total credit limit approved by the Bank.
Credit Document	a document in which a Merchant shall state the amount that he undertakes to refund to a Card Holder for goods which have not been delivered or on which complaints have been filed or for services which have not been used.
Limits	certain security restrictions having the form of the maximum amount of funds in an Account or other Bank Product which may be used in giving Client Instructions which are delivered to the Bank through Electronic Services. In an EB Agreement the Bank and the Client will agree the Limits applicable to a certain Security Object: payment limit - is the maximum sum of money which may be used by the Client in giving one Instruction from an Account, and daily limit - is the maximum sum of money which may be used by the Client in giving Instructions from an Account on a single calendar day.

Payment Card Use Limits	a certain security constraint setting the maximum sum of money in an Account which Client may handle by using a Payment Card. The Payment Card Use Limits for individual types of Payment Cards will be set by the Bank by Publication, unless the Bank and the Client have agreed on other Payment Card Use Limits. cash limit – is the maximum sum of money which a Client may use in a cash transaction made through a Payment Card, non-cash limit - is the maximum sum of money which a Client may use in a non-cash transaction made through a Payment Card, limit on Internet payments and on ordering goods – a type of non-cash limit which sets the maximum sum of money that a Client may use via a Payment Card in making Internet payments and for ordering goods or services by phone or by post (MO/TO transactions), total limit -is the maximum sum of money which a Client may use in making transactions through a Payment Card.
Maximum Payment Card Limits	the maximum amount of the individual types of Payment Card Limits set by the Bank for the individual types of Payment Cards. Payment Card Limits must not exceed the Maximum Payment Card Limit. The Maximum Payment Card Limits shall be set by the Bank by Publication.
Mailbanking	a special Electronic Service provided by the Bank to the Client by which the Bank advises the Client of the balance of funds on an Account and of the transactions on an Account during a required period or on other Bank Product by sending electronic statements to the Client's e-mail address.
MC Client	a Client with whom the Bank has made an MC Agreement under which the Bank provides the Client with an MC Service for an Account or other Bank Product.
MC Limits	certain security restrictions in the form of the maximum amount of funds which may be used in giving or executing a Client's Instructions delivered to the Bank through the MC Service. In an MC Agreement Application, an MC Client shall specify the following MC Limits: daily limit – the maximum sum of money which may be used from an Account on a single day in executing Instructions from an MC Client or an Authorised Person by the Bank, and limit for an Electronic Signature - the maximum amount of money which an MC Client or an Authorised Person may use from an Account in giving Instructions contained in a single electronic file of Instructions delivered to the Bank.
MO/TO Transaction	a payment transaction made with a Payment Card upon the Card Holder's request send in writing, by phone or via the Internet.
Substitute Card	a Payment Card issued by the Bank to a Card Holder if the original Payment Card has been lost, stolen, damaged or not delivered, or if the account holder requests a change in the design of an Own Card, with an expiry date identical with the expiry date of the original Payment Card.
Business Conditions	the Bank's Business Conditions for providing and using Electronic Services and Payment Cards.
Merchant	a legal entity accepting Payment Cards as a means of making payments for goods or services or dispensing cash, where a Payment Card is submitted by its Holder.
Renewed Card	a Payment card issued with a new date of expiry after the original Payment Card expired.
PIN –Code	a personal identification number notified only to the Card Holder, which allows his identification in using a Payment Card in a cash dispenser or in an electronic terminal; by entering the correct PIN Code the Card Holder authorizes the Bank to make a payment transaction through a Payment Card.
Payment Card	a payment tool issued by the Bank for an Account/account/card account or Accounts/accounts/card accounts which allows the Card Holder to carry out various operations permitted by the Bank. The term Payment Card also includes a Debit Card, Credit Card and a Charge Card.
Sale Document	a document in which a Card Holder confirms by his signature the execution of a purchase of goods or services from a Merchant with the use of a Payment Card and gives permission to make a payment transaction through a Payment Card.
Communication Technology Operators	legal entities which provide public communication services, such as internet providers or operators of a public telephone network or operators of a GSM mobile network.
Instruction with Conversion Scope of an Electronic	a Transfer with conversion delivered to the Bank by a Client through Electronic Services.

Service	<p>the maximum scope of Electronic Services provided by the Bank with respect to the individual Bank Products, including mainly:</p> <ul style="list-style-type: none"> - the scope of available Electronic Services relating to the individual Bank Products, - the scope of Security Objects used in Electronic Services and the maximum amount and types of their Limits, - the scope of operations which may be made by the Client by using a particular Electronic Service: <p>passive operations -allowing the Client to get information on the balance and movements of funds in an Account or other Bank Product or other fact, and</p> <p>active operations - allowing the Client, in addition to getting information on the balance and movements of funds in an Account or other Bank Product, also to handle the funds in such Account or other Bank Product, i.e. to deliver to the Bank various Orders consistent with Limits and other conditions set by the Bank for executing Orders.</p>
HB Service	a special Electronic Service called Homebanking which allows a HB Client, that has a necessary equipment, to carry out remote communication with the Bank, to deliver Instructions to the Bank or to exchange Compatible Files with the Bank.
MC Service	a separate Electronic Service called Multicash which allows an MC Client with necessary technical equipment to carry out remote communication with the Bank and to deliver Instructions to the Bank.
SporoPay	a contract-based special Electronic Service provided by the Bank to an Internet Merchant which allows the Client to deliver the Bank through a special Electronic Service an Instruction to make a non-cash funds transfer for ordered goods and services to be provided by the Internet Merchant.
SporoTel	a special Electronic Service provided by the Bank to the Client through the Bank's call centre operators, which allows the Client mainly to get information on the Bank's products and to give Instructions to the Bank through remote communication with the Bank.
Signature Class	<p>a definition of the method of handling funds on an Account by an Authorised Person through the MC Service specified by an MC Client in an MC Agreement Application. The MC Client may assign to an Authorised Person one of the Signature Classes listed below:</p> <p>Signature Class A: in this case, the Authorised Person may handle funds on an Account only together with other Authorised Person who has Signature Class A or Signature Class B or Signature Class E assigned by the MC Client.</p> <p>Signature Class B: in this case, the Authorised Person may handle funds on an Account only together with other Authorised Person who has Signature Class A or Signature Class E assigned by the MC Client.</p> <p>Signature Class E: in this case, the Authorised Person on his/her own may handle funds on an Account.</p> <p>Signature Class F: in this case, the Authorised Person may handle the funds on an Account only together with other Authorised Person who has been granted the Signature Class G by the MC Client.</p> <p>Signature Class G: in this case, the Authorised Person may handle the funds on an Account only together with other Authorised Person who has been granted the Signature Class F by the MC Client</p> <p>Signature Class N: in this case, the Authorised Person shall not handle funds on an Account, but may communicate with the Bank through the MC Service and has access to information regarding the MC Client and Accounts or other Bank Products specified by the MC Client in an MC Agreement Application.</p>
Universal Standard of Electronic Services	<p>an Instruction from the Client to provide access to Electronic Services for each:</p> <ol style="list-style-type: none"> a) Account or Deposit Account maintained by the Bank for the Client as the sole owner of such Account or Deposit Account, b) Loan provided by the Bank to the Client as a borrower under an agreement between the Bank and the Client, c) Card Account maintained by the Bank under a Credit Card agreement between the Bank and the Account Holder as the Main Card Holder, <p>which are not available to the Client in the Electronic Services to the extent and on conditions specified in the EB Agreement for the Universal Standard of Electronic Services.</p>
Own Card	an Own Card is a Payment Card issued by the Bank whose final appearance may be influenced by a Client who may select a picture to be depicted on the Payment Card.
Ban on a Security	

Object	denying access to Electronic Services by a Security Object of certain type and at the same time eliminating the use of such Electronic Services; a ban is carried out by the Bank upon the Client's request or notice.
Ban on a Payment Card	preventing a Card Holder from making Bank-permitted payment operations with a Payment Card.
Basic HB Module	an HB Service software module through which an HB Client may handle funds in an Account, i.e. may deliver various Orders to the Bank. It includes also an HB Communication Module.
HB Agreement	an Agreement between an HB Client and the Bank which specifies the rights and obligations of the parties to the Agreement in establishing and using the Homebanking Service.
Overdraft Agreement	an Agreement under which the Bank, in accordance with the provisions of the Business Conditions, makes an overdraft loan to a Client – recipient of Electronic Services from the Bank, and the Client undertakes to repay the borrowed funds to the Bank and to pay the agreed interest to the Bank.
MC Agreement	an Agreement between an MC Client and the Bank which specifies the rights and obligations of the parties to the Agreement in establishing and using the Multicash Service.
Contractual Partner	the Bank's contractual partner which has a special agreement with the Bank and which sends e-Documents to the Client through the Bank.
Urgent Instruction	an urgent transfer marked by the Client as "urgent" or in the HB Service as "accelerated" which is delivered to the Bank via the Electronic Services.
Application to an HB Agreement	an application for establishing/changing contact persons, accounts of an HB Client, groups of Authorised Persons, and for defining terms and conditions.
Application to an MC Agreement	an application for appointing/changing contact persons, MC Client's accounts, Authorised Persons, Signature Classes and definition of conditions.

3. Electronic banking

- 3.1 The Bank shall provide the Client with Electronic Services on an Account/account or other Bank Product under an EB Agreement on condition that the Client meets certain technical conditions and/or other special conditions which the Bank sets by Publication. The Bank may modify the conditions for reasons stated in point 11.7 (a) to (f) of the Business Conditions.
- 3.2 If an EB agreement is being made between parties present in person, then such agreement is made upon signing by the last party to the agreement. If an EB agreement is not made between parties present in person, the Client submits the Bank a draft of such agreement, mainly in the form of a duly filled-out and signed application for providing Electronic Services. If the Bank accepts this application of the Client, the moment the Bank's acceptance of this application reaches the Client is regarded as the day on which the EB Agreement was entered into. The Bank may elect not to accept a draft EB Agreement from the Client, and the Client has no legal title to enforce it.
- 3.3 In an EB Agreement, the Client must correctly and completely state all his identification data needed for a functional activation and proper provision of Electronic Services by the Bank and for a primary specification of the Electronic Services.
- 3.4 The Bank shall make the Electronic Services available to a Client within a reasonable time, in accordance with the Bank's normal business practice, unless otherwise agreed in the EB Agreement.
- 3.5 The Client may authorize third parties to handle the funds on an Account or in other Bank Product, to deliver various Instructions to the Bank or to take other legal acts regarding the Bank through Electronic Services by filling out the Specimen Signature part of the EB Agreement, and in doing so the Client may specify the manner in which these persons may act. If these Authorized Persons who are not a party to such EB Agreement, express in writing their explicit discontent with the provision of Electronic Services that are being provided to these Authorized Persons on the basis of an authorization from the Client given in the Specimen Signature part of the EB Agreement, then the Bank may accept such request of the Authorized Persons. The Client may change or cancel the authorization under this point even without the consent of the Authorized Person by filling out the Specimen Signature part of the EB Agreement and specifying the manner in which these persons are authorized to act.
- 3.6 In an EB Agreement, the Client shall state an Electronic Service specification by selecting:

- (a) Accounts on which he will handle funds through Electronic Services or on which he will permit Authorized Persons to handle funds or by selecting other Bank Products to which the Client or an Authorized Person will have access through Electronic Services,
 - (b) the Electronic Services to be provided by the Bank to the Client or Authorized Persons,
 - (c) Security Objects or possibly a combination thereof to be used by the Client or Authorized Persons,
 - (d) Limits that the Client and Authorized Persons shall comply with in using Electronic Services,
 - (e) other conditions of using an Electronic Service by the Client or an Authorized Person required by the Bank for providing the Electronic Service concerned to the Client or the Authorized Person.
- 3.7 The Bank provides Electronic Services to the Client in accordance with the Electronic Services specification in the EB Agreement which cannot exceed the Scope of the Electronic Services. The Bank is not obliged to provide the Client with a service which the Bank does not provide within the Scope of the Electronic Services or whose specification extends beyond the Scope of the Electronic Services. The Bank may change the Scope of the Electronic Services for reasons set forth in points 11.7(a) to (f) these changes are set by Publication.
- 3.8 Throughout the duration of the contractual relationship established by an EB Agreement, the Client may change an Electronic Service specification determined by him in the EB Agreement, but in doing so he must comply with the Bank's Scope of Electronic Services. The Client may make such changes by Instructions delivered to the Bank in person or through an applicable Electronic Service.
If other EB Agreement had been made before making the current EB Agreement between the Bank and the Client, then the new EB Agreement is deemed to be a change to the preceding EB Agreement which only amends those parts of the preceding agreement that are covered by the new EB Agreement as described below:
- (a) if the Client in a new EB Agreement has specified the scope of provision of a certain type of Electronic Services for a certain person in relation to a certain Bank Product that had also been agreed in the preceding EB Agreement, then after making the new EB Agreement the applicable extent of providing such Electronic Service to such person for such Bank Product will be determined in the new EB Agreement,
 - (b) if the scope of providing a certain type of Electronic Services to a certain person for a certain Bank Product had been agreed in the preceding EB Agreement and if in the new EB Agreement the Client has not specified any scope of providing such Electronic Service to such person for such Bank Product, then the scope agreed in the preceding EB Agreement continues to apply,
 - (c) if an Electronic Services specification to be provided to a certain person with respect to a certain Bank Product had been agreed in the preceding EB Agreement, and in the new EB Agreement the Client has not determined any Electronic Services specification for such person and for such Bank Product, then the specification agreed in the preceding EB Agreement continues to apply.
- 3.9 With respect to a Bank Product, the Electronic Services specification selected and determined by the Client in the EB Agreement prevails over the Electronic Services specification set by the Universal Standard of Electronic Services, if the latter has been provided to the Client.
The Client understands that if some Bank Product has been made available to him to the extent of the Electronic Service's passive transactions, then the data regarding such Bank Product that are available to the Client will only be informative nature and will not be applicable for legal acts.
- 3.10 The Bank may halt the provision of an Electronic Service for a Bank Product or may disable a Security Object, until the reason for disabling the Electronic Service or the Security Object is removed. The Bank may do so:
- (a) for reasons regarding the security of the provision of Electronic Services or Security Objects, notably if the Bank reasonably suspects that the Electronic Services or Security Objects are misused,
 - (b) if there is suspicion of unauthorized or fraudulent use of Electronic Services or Security Objects,
 - (c) if the Bank is required to do so by a generally binding legal regulation.
- The Bank will notify the Client of the disabling and restarting an Electronic Service or Security Object in a manner as set forth in Article 10 of the GBCs with regard to the nature of such fact, unless a generally binding regulation states otherwise.
- 3.11 When setting Limits, a Client shall not exceed the maximum amount and types of such Limits set by the Bank by Publication in accordance with the Scope of Electronic Services. If the Client does not set a certain amount of the Limit in the EB Agreement or designates a Limit as "maximum", then the amount of such Limit shall be equal to the maximum Limit set by Publication.
- 3.12 In the event of a change in any of the individual identification data stated in an EB agreement, the Client shall report this change without undue delay to the Bank, either in person or through an applicable Electronic Service. The Client's failure to fulfill this duty may affect the operations of individual Electronic Services, and in this case the Bank shall not be liable for defects in providing the Electronic Services; the Client shall be liable for damages incurred due to the Client's failure to perform such duty.
- 3.13 The Client communicates with the Bank through individual Electronic Services and may deliver to the Bank various Instructions in this manner on condition that the selected Scope of an individual Electronic Service allows to the Client do so. The Client shall pay adequate attention to all messages from the Bank delivered to him through the Electronic Services or Security Objects, particularly to messages containing information whether the Bank has duly carried out the Client's Instruction delivered through the Electronic Services or

information on the basis of which the Bank will execute the Client's Instruction (e.g. an SMS message for a Security Object - SMS key). It is important to perform these duties in order to maintain the security of Electronic Services and the Security Objects, and therefore breach of this duty shall be regarded as gross negligence on the part of the Client. The Bank shall execute the Client's Instructions provided that the Client proves beyond doubt his identity by stating his Identification Datum and Authentication Datum which, in combination with the Identification Datum, shall allow authorised access to individual Electronic Services, or provided that the Client identifies himself by using other Security Objects. The Bank shall assign an Identification Datum to a Client in accordance with applicable legal regulations. For reasons set forth in point 11.7(a) to (f), the Bank may assign other Identification Datum to a Client or may request the Client to change it. The Bank shall notify the Client of such change by Publication.

- 3.14 It is the Client's responsibility to ensure that Instructions delivered to the Bank via Electronic Services are proper, complete, true, in accordance with reality, in accordance with the provisions of the Agreement, these Business Conditions, GBCs, in accordance with applicable generally binding legal regulations and in accordance with normal business practice. It is not the Bank's duty to verify the completeness, accuracy and truth of the data in an Instruction delivered to the Bank via Electronic Services for execution, except for the data stated in the special regulation, and the Client shall be responsible for the consequences of the execution of such Instruction.
- 3.15 The Bank and the Client have agreed that they may make, change or terminate the Agreement through the Electronic Services, if doing so does not breach the provisions of the Agreement, Business Conditions, GBCs or generally binding legal regulations and if it is possible given the technical character of the Electronic Service concerned. The Bank may permit the Client to carry out also other legal acts through an Electronic Service. In performing legal acts as set forth in the two preceding sentences, the Client shall prove to the Bank his identity as described in point 3.13 of the Business Conditions or, if the technical character of the Electronic Service permits it, the Identification Datum may also be the Client's other identifier which the Bank requires from the Client (e.g. the number of a Payment Card) and an Authentication Datum may also be other datum agreed upon by the Bank and the Client in an Agreement if the Bank requires the Client to use such datum in executing a given legal act (e.g. a discreet datum specified in the Agreement under which a Payment Card has been issued to the Client).
- 3.16 The Bank shall execute the Client's Orders on condition that the Limits are not exceeded, the Order is Certified and other conditions set by the Bank for providing payment services notably as defined in Article 5 – Payment Services of the GBCs are met. An Order must be authorized. The consent to execute an Order is given by the Client by Order Certification by entering a Certification Datum. The Client-specified value date of an Order delivered through Electronic Services shall not exceed 30 calendar days from the delivery date of the Order to the Bank. The provisions of Article 5 – Payment Services of the GBCs shall be applied appropriately in the reception and execution of the Client's Order by the Bank and the application of exchange rates.
- 3.17 The Client may deliver to the Bank through the Electronic Services Urgent Instructions, Instructions with Conversion and Cross-Border Instructions if the chosen Scope of the Electronic Services permits that. The Client may specify a future due date of an Urgent Instruction, Instruction with Conversion and Cross-Border Instruction but not later than 30 calendar days from the date the Order is delivered to the Bank, and the due date shall not be a non-business day or bank holiday. The Client shall deliver to the Bank an Urgent Instruction, Instruction with Conversion or a Cross-Border Instruction within the times set by the Bank by Publication, and the Bank shall carry out these payment orders as described in Article 5 – Payment Services of the GBCs and within time limits set by the Bank by Publication.
- 3.18 The Bank shall execute an Instruction with Conversion in accordance with the Bank's exchange rate list set by the Bank by Publication in effect at the time this Order with Conversion is executed by the Bank, on condition that the amount to be transferred in the local currency or converted to the local currency according to this currency exchange rate list does not exceed the maximum amount of an Instruction with Conversion or the maximum amount of Instructions with Conversion delivered to the Bank during one day set by the Bank by Publication. If the amount to be transferred under this Instruction with Conversion exceeds the maximum amount of Instruction with Conversion, the Bank shall convert this amount to be transferred at an exchange rate agreed upon by the Bank and the Client or, if such an agreement by the Bank and the Client has not been made, at an exchange rate set by the Bank for this case in a manner commonly used in banking practice. If the amount to be transferred under the Instruction with Conversion does not exceed the maximum amount of an Instruction with Conversion set by the Bank by Publication, but exceeds the maximum amount of Instructions with Conversion delivered to the Bank in one day set by the Bank by Publication, then the Bank shall not execute such an Instruction with Conversion. If the amount of such an Instruction with Conversion exceeds the maximum amount of an Instruction with Conversion set by the Bank by Publication or if the Instruction with Conversion is delivered to the Bank after the deadline set by the Bank by Publication, then the Bank shall not execute this Instruction with Conversion. The Bank may change the maximum amounts of Instructions with Conversion for reasons stated in point 11.7 (a) to (f) of these Business Conditions, and the Bank shall make such change by Publication.
- 3.19 In his application for sending an e-Document delivered to the Contractual Partner through selected Electronic Services or handed over in the Contractual Partner's office, the Client or the applicant shall state

the number of the Account for which he requests sending e-Documents and the existing and valid number assigned by the Contractual Partner to its client for the unique identification of the client in the Contractual Partner's system, otherwise the Contractual Partner or the Bank may reject the application. In the application delivered through selected Electronic Services the Client may also apply to the Bank for regular delivery of information about e-Invoices delivered by the Contractual Partner and about their due dates, either by way of an e-mail message or SMS message delivered by the Bank to the Client's last known contact datum, on condition that the Bank already provides the Client with selected Electronic Services capable of delivering such messages. In such application delivered by selected Electronic Services the Client may select one from the days offered by the Bank on which the Client will pay an e-Invoice by sending an SMS message as a response to an SMS message from the Bank about the delivered e-Invoice.

- 3.20 The Bank shall make an e-Document available to the Client and to all Authorized Persons authorized to operate the Account to which the application under paragraph 3.19 applies, the Bank shall do so without undue delay after the application has been accepted by the Bank and after the Contractual Partner has notified the Client of the acceptance of the application or after has delivered an e-Document to the Client, but no later than on the Business Day immediately following the day on which the acceptance of the application by the Contractual Partner has been delivered or on which the e-Document has been delivered to the Bank. It is understood that the moment of acceptance of the Client's application by the Contractual Partner and by the Bank is the delivery of the acceptance by the Contractual Partner to the Client or delivery of the e-Document to the Client and the moment when the Bank provides access to them. After an e-Document is made accessible through selected Electronic Services, any Authorized Person may, through such Electronic Services, apply to the Bank for regular delivery of information about e-Invoices delivered by the Contractual Partner and about their due dates, either by way of an e-mail message or an SMS message to be delivered by the Bank to the Authorized Person's last contact datum known to the Bank, on condition that the Bank already provides the Authorized Person with selected Electronic Services capable of delivering such messages. The Authorized Person may select one of the days offered by the Bank on which day he will pay an e-Invoice by sending an SMS message in response to the message from the Bank about the delivered e-Invoice.
- 3.21 The Bank shall not be liable for rejection of an application under paragraph 3.19 by the Contractual Partner, for the content, accuracy, truthfulness and completeness of e-Statuses or e-Invoices delivered by the Contractual Partner, for non-delivery or late delivery of an e-Status or e-Invoices by the Contractual Partner, for the legitimacy of claims by the Contractual Partner to be paid e-Invoices by its client, and for any damages incurred by the Client or a third party by reason of or in connection with a technical malfunction on the part of the Contractual Partner, any breach or failure to perform properly or timely or omission to perform an obligation by the Contractual Partner to its client, or change in or termination of the legal relations between the Contractual Partner and its client. The Bank shall be responsible for the consistency of information about e-Statuses or e-Invoices delivered by the Contractual Partner with information about e-Statuses and e-Invoices made available to the Client through e-Documents.
- 3.22 By delivering an Orders electronic file via File Transfer, a Client gives the Bank an Order to execute all Orders contained in the delivered electronic file. The number of Orders in one electronic file which the Client may deliver to the Bank in this manner is limited, and such maximum number of Orders in one file is set by the Bank by Publication, and the Bank may change the maximum number in response to changes in the technical capabilities of the Electronic Service concerned. The Bank shall execute Orders contained in an Orders electronic file delivered by the Client via File Transfer only on condition that the whole Orders electronic file is Certified and at the same time all conditions for executing Orders as set forth in points 3.16 to 3.18 are met for each single Order contained in such file, except for the need to Certify each single Order contained in that file. The Bank shall not execute Client Orders contained in an electronic file delivered to the Bank via File Transfer, if such file contains any Instruction with Conversion, Cross-Border Instruction or an Urgent Instruction or if the Client has not respected the time for submitting of an Order set by the Bank by Publication.
- 3.23 The Bank may in justified cases refuse to carry out the Client's Instruction or may require the Client to submit a written confirmation of a delivered Instruction or may require an additional identification, Authorisation or Certification.
- 3.24 For the purpose of identification, Authorization and Certification, a Client may only use those Electronic Services that have been made available to him by the Bank through Security Objects received from the Bank and through Security Objects and data agreed between the Bank and the Client and stated in a Security Objects Handover and Receipt Agreement or a special Agreement. When using Security Objects the Client shall perform all duties required by the Bank for using Security Objects and shall only use Security Objects in accordance with the conditions prescribed for their use. After obtaining or receiving a Security Object, the Client must also take all reasonable measures to ensure protection of the personalized security elements. Security Objects are not transferrable and the Client shall keep Security Objects from access of all persons. The Client shall ensure that Security Objects are protected from disclosure, loss, theft, misuse, and shall take any precautions needed to prevent the loss, theft or misuse of the Security Objects by an unauthorised person, and shall store the Identification Datum and the Authentication Datum separately from other Security Objects. The security principles must be applied in using Security Objects and failure to perform

these duties shall be deemed gross negligence and serious breach of these Business Conditions. If the Client breaches any of these duties, then the Client shall be responsible for consequences that may arise from breach of these duties by the Client hereof mainly when resulting in acquiring the information about the Client Account or other Bank Product by an unauthorized person, for misusing the information acquired in this manner, and other damages incurred by reason of breaching any of the Client's duties, unless a special regulation states otherwise.

- 3.25 The Client shall immediately notify the Bank of the loss, theft, misuse or unauthorized use of a Security Object or other fact that may threaten the security of the provided Electronic Services or used Security Objects, notably if the Client believes that his Security Objects might be misused, such notification may be made in each Place of Business of the Bank or at any time by calling the SporoTel number set by the Bank by Publication. After receiving such notice, the Bank shall establish a Ban on the Security Object and shall notify the Client thereof in a manner agreed in Article 10 of the GBCs. This is an important duty and breaching it shall be regarded gross negligence on the part of the Client, and in such case the Client shall be to blame for the misuse of the Security Object, withdrawing of funds by unauthorised use of this Security Object and for any other damages incurred by either party hereto in connection with breaching any of these duties by the Client.
- 3.26 The Bank shall impose a Ban on a Security Object on condition that it does doubt the Client's identity. For this purpose the Bank may require the Client to provide his identification data, discreet datum if agreed upon with the Bank, the Client's Identification Datum, the Client's Authentication Datum or his other identification data. For security reasons, in exceptional cases, the Bank may impose a Ban on a Security Object upon request of a third party (e.g. law enforcing agencies) if such third party proves to the Bank that such request is credible.
- 3.27 If the Client is convinced that his Security Object cannot be misused under specific circumstances, then he may apply to the Bank to cancel a Ban imposed by the Bank on that Security Object, if such cancellation is possible given the nature of Security Object. Such application may be submitted by the Client in person in any Place of Business or at any time by calling the SporoTel telephone number. The Bank shall execute the cancellation of the Ban on the Security Object within three Business Days after the Client filed his application. For security reasons the Bank need not accept such Client's request, if the Bank believes that the reason to impose the Ban on the Security Object continues to exist or if there is the risk of misusing the Security Object. If the Bank has imposed a Ban on a Security Object for reasons other than the Client's request, notably in the cases set forth in point 3.10 of the Business Conditions, the Bank may cancel the Ban on the Security Object if the reasons for imposing the Ban on the Security Object do not exist any longer.
- 3.28 In accordance with section 617 of the Civil Code, the Bank shall notify the Client by Publication of the instructions for using individual Electronic Services and Security Objects, primarily by providing a manual, instructions and security rules published on the Bank's website or directly in the application of the Electronic Service concerned or in the Bank's Places of Business or by notifying the Client through a SporoTel operator. The Client hereby declares that he has been notified of the instructions for using individual Electronic Services and Security Objects and undertakes to act in accordance with these instructions. The Client also undertakes to keep track of all notices of rules for a secure use of Electronic Services and Security Objects Published by the Bank and to act in accordance with such rules. To the extent specified in a special regulation, the Client shall be liable for damages incurred by him by reason of his unprofessional work with Electronic Services and Services Objects or his actions in violation of such instructions or such rules, and such actions of the Client shall be considered his gross negligence. Instructions for using individual Electronic Services and Security Objects as well as the rules for their secure use may be changed by the Bank by Publication in response to changes in the technical capabilities of the Electronic Services or Security Objects concerned and in order to ensure their secure functioning.
- 3.29 The Client understands that communication with the Bank through Electronic Services is intermediated by Communication Technology Operators. Damages caused by technological breakdowns on the part of a Communications Technology Operator or by changes in or termination of the legal relationships between the Client and a Communication Technology Operator or by failure to meet the obligations resulting from these legal relationships shall be the sole responsibility of the party that has breached its obligations arising out of this contractual relation thereby causing the damage.
- 3.30 The Client shall check an information delivered by the Bank to the Client via an Electronic Service for compliance with the information visualised on the Client's own technical equipment as an information delivered by the Bank, and shall also verify whether the information delivered by the Bank to the Client via the Electronic Service corresponds to the actual state on the part of the Client. The Client shall also check the data stated in a message delivered through a Security Object (e.g. an SMS message if the Security Object is an SMS key) and before Certifying the Client's Instruction he shall verify the accuracy and consistency of the data stated in the message delivered by the Security Object and the Instruction given. Upon finding an inconsistency between the data contained in such message and the given Instruction, the Client shall immediately terminate the giving of the Instruction and shall notify the Bank thereof, because it may be a case of phishing or pharming. The Client shall monitor the balance of his Account or other Bank Product and upon finding suspicious facts (e.g. debits which have not been ordered by the Client or an Authorized Person) he shall take steps necessary to ensure the security of the Client's Bank Products. The

Bank never starts communication with the Client aimed at asking him to provide his Identification, Authentication or Certification Data which he uses in the Electronic Services. The Client must keep his Security Objects from disclosure, e.g. by providing the details of the Security Objects (notably individual positions from the GRID card) to unauthorized persons via an e-mail message, website other than the website of the Bank or by telephoning to a person other than an employee of SporoTel or the Bank. These security principles are important ones and breaching them shall be regarded as gross negligence on the part of the Client.

- 3.31 If, while performing his duty under point 3.30 herein, the Client identifies any discrepancy, he shall immediately notify the Bank thereof, and if the security of the Electronic Services or Security Objects is at risk, he shall also apply to the Bank to impose a Ban on a Security Object as set out in point 3.25 herein.
- 3.32 The Bank has the right to notify the Client through Electronic Services mainly of new Bank Products, changes in the Business Conditions, GBCs, the Bank's Receivables from the Client, and of other facts, and the Client agrees to this manner of notification.
- 3.33 Communication between the Bank and the Client through Electronic Services takes place continuously, except during necessary system maintenance on the part of the Bank, of which the Bank shall notify the Client, except for unexpected and unavoidable technological breakdowns which may occur on the part of the Bank or technological breakdowns on the part of a Communication Technology Operator.
- 3.34 If the Bank learns that the Client has given incorrect or incomplete identification data in an EB Agreement or has not notified the Bank of a change in identification data under point 3.12 herein, and if breaching these duties by the Client may disrupt the operations of any of the Electronic Services or may give access to information on the Client via the Electronic Services to an unauthorised person (e.g. if the mail address of the Mailbanking Electronic Service is incorrect), then the Bank may terminate the provision of this Electronic Service to the Client in order to protect legitimate interests of the parties hereto. The parties hereto have agreed that if the Bank does not know the Client's accurate or complete identification data due to breach of this contractual duty of the Client, then the Bank shall take reasonable efforts to notify the Client of this fact, but shall not be liable for the consequences of not notifying the Client. If the Client later provides the Bank with correct or complete identification data or a change in identification data, the Client may apply to the Bank for resuming the provision of the terminated Electronic Service, and the Bank may elect not to accept such application from the Client.
- 3.35 Repealed with effect from February 1, 2010.
- 3.36 The Client shall bear damage up to the amount of EUR 100 incurred in connection with all unauthorized Orders and caused by using a lost or stolen Security Object or by misusing a Security Object by an unauthorized person due to the Client's negligence in protecting the personalized security elements under a special regulation, unless these Business Conditions state otherwise. The Client shall be liable for all damages and shall bear all damages incurred in connection with withdrawing funds by an unauthorized person, if they have been caused by the Client's fraudulent actions, willful non-performance of duties prescribed for using Electronic Services and Security Objects, notably the duties set forth in points 3.24 and 3.25 or by non-performance of these duties by reason of gross negligence. The Bank and the Client, who is not a consumer as defined in the Payment Services Act have agreed that the provisions of section 12 of the Payment Services Act shall not be applied in its entirety.
- 3.37 The contractual relationship between the Bank and the Client based on an EB Agreement or the contractual relation based on a Security Objects Handover and Receipt Agreement or on a special agreement whose subject is the handover, receipt or designation of Security Objects may be terminated in any of the ways listed below, in addition to the manners specified in such Agreement itself, unless otherwise stated in that Agreement:
- (a) by the Client's written notice of termination without giving a reason; the notice period is 3 business days from the day following the day the written notice was delivered to the Bank,
 - (b) by the Bank's written notice of termination without giving a reason, the notice period is:
 - 2 months from the day following after the day the written notice was delivered to the Client who is a consumer as defined in the Payment Services Act,
 - 3 business days from the day following after the day the written notice was delivered to the Client who is not a consumer as defined in the Payment Services Act,
 - (c) by the Bank's written notice of termination with effect from the day of its delivery to the Client, if the reason is the Client's fraudulent actions or breach of the Client's duty under a contract or required by law,
 - (d) by a written agreement of the parties hereto.

As an EB Agreement or a Security Objects Handover and Receipt Agreement usually regulates the use or provision of more than one Electronic Service or Security Object, the Bank may terminate the provision of the Electronic Service concerned or the Security Object concerned even without terminating the applicable Agreement as a whole by sending the Client a notice of termination of provision of that Electronic Service or Security Object within the times set forth in point 3.37(b) or 3.37(c) of these Business Conditions. The Client may terminate a specific Electronic Service by changing the specification of Electronic Services as set forth in point 3.8 of these Business Conditions and a Security Object by changing the applicable Agreement. The Bank may also accept other application from the Client for termination of a given Electronic Service or

Security Object, if such legal act of the Client is sufficiently clear, understandable, definite, complies with generally binding legal regulations and other conditions set by the Bank for executing Instructions.

The Bank and the Client who is not a consumer as defined in the Payment Services Act have agreed that the provisions of section 33 shall not be applied in its entirety.

- 3.38 The provisions regarding a certain Account or other Bank Product in any of the contractual relations between the Bank and the Client specified in point 3.37 shall be terminated:
- (a) upon expiry of a notice of termination after delivery of a written notice from the Client by which he has terminated a Current Account Agreement under which the Bank maintains the Client's Account concerned,
 - (b) on the termination date of the contractual relation between the Bank and the Client based on a Current Account Agreement under which the Bank maintains the said Account, otherwise than as set forth in subparagraph a) of this point,
 - (c) on the termination date of the contractual relation between the Bank and the Client within which the Bank provides the Bank Product concerned to the Client.

4. Payment Cards

- 4.1 The Bank issues various Payment Cards which, depending upon the type of the Payment Card, allow mainly cash withdrawals from cash dispensers, cash withdrawals in other banks and exchange offices, direct-debit payments for goods and services to Merchants that accept the Payment Cards, cash withdrawals through the Cashback Service from Merchants providing this service, and for other transactions permitted by the Bank. The Payment Cards allow to make these operations in Slovakia and/or abroad depending upon the type of the Payment Card.
- 4.2 A Payment Card states the number of the Payment Card, its validity period and the Card Holder's name or the business name of the account holder. A Payment Card is protected by some of the following security elements: a hologram, the card company's logo, a magnetic strip, chip, CVV2 code, CVC2 code, signature band with the Card Holder's signature. A Payment Card bears identification data which allow visual, mechanical and Electronic Identification of the Bank and the Card Holder. A Payment Card may also contain other elements depending upon the type of the Payment Card.
- 4.3 A Payment Card is the property of the Bank, is not transferable, and the Card Holder has no right to permit other persons to use the Payment Card.
- 4.4 An Instruction given to the Bank through a Payment Card is irrevocable. The Bank does not verify whether or not Instructions given through a Payment Card are legitimate. The execution of Instructions delivered to the Bank by a Card Holder through a Payment Card is subject to the provisions of Article 5 – Payment Services of the GBCs where applicable.
- 4.5 The Client shall perform his obligations specified in special agreements on issuing and using Payment Cards, in these Business Conditions, the GBCs and in generally binding legal regulations.
- 4.6 It is the Client's responsibility to ensure that all operations made through a Payment Card comply with the foreign exchange regulations and other generally binding legal regulations of the Slovak Republic or generally binding legal regulations valid in the territory of the state where the transaction is made. The Card Holder shall not use a Payment Card to make a transaction that would breach generally binding legal regulations valid in the territory of the Slovak Republic, notably the Client shall not make a non-cash payment for goods or services to Merchants, if the execution of this transaction breached a generally binding legal regulation valid in the territory of the Slovak Republic or a generally binding legal regulation valid in the territory of the state where the Payment Card transaction is being made.
- 4.7 Transactions that may be made with a Payment Card are determined by the Bank by Publication for the individual types of Payment Cards. If the Client may use a Payment Card also for making MO/TO transactions, then the Client shall confirm the content and amount of a MO/TO Transaction made by the Payment Card by stating the personification data from the Payment Card, the full number of the Payment Card, CVC2 or CVV2 Code from the Payment Card or the expiry date of the Payment Card, to the extent set forth in point 4.23 of these Business Conditions. By correctly stating these data, the Client gives his consent to make the payment transaction. The Client understands that when doing a MO/TO Transaction the Payment Card is not physically submitted to the Merchant that makes the transaction, and therefore given the procedures of making the MO/TO Transaction, particularly via the Internet, there is the risk of misusing the data supplied by the Client in making the MO/TO Transaction. The Client undertakes to keep secret all data that may be used for making a MO/TO Transaction, and if he suspects that a third party might have learnt the data necessary for making a MO/TO Transaction, then he shall immediately request the Bank to impose a Ban of the Payment Card concerned. Security rules must be maintained when using a Payment Card and therefore breaching this duty shall be considered gross violation of these Business Conditions. Due to the increased risk of misusing a Payment Card in making MO/TO Transactions, the Bank may at any time for security reasons terminate the Card Holder's right to make MO/TO Transaction with a Payment Card.
- 4.8 For security reasons in order to ensure protection of the Client's funds from misuse, the Bank may suspend, change or cancel individual authorisations to make payment transactions through a Payment Card. Likewise,

the Bank has the power to exclude some kinds of payment transactions made through a Payment Card, and the Bank may notify Merchants, other banks and Clients of this decision by Publication.

4.9 Repealed with effect from February 1, 2010.

4.10 The Client shall submit the Bank a draft agreement on issuing and using a Payment Card; for some types of Payment Cards the Client shall submit the draft in the form of a duly filled-out application for Payment Card issuance. If the Bank accepts this Client's proposal, the moment when the Bank's acceptance of the Client's proposal reaches the Client is regarded as the day on which the agreement on issuing and using a Payment Card was entered into. The Client has no legal title to reverse the Bank's decision not to accept his proposal to enter into an agreement on issuing and using a Payment Card.

4.11 In his draft agreement or application for Payment Card issuance, the Client is obliged to state accurately, truly and completely all data required by the Bank. In his draft agreement or application, the Client may also state other person or persons on behalf of whom he applies for the issuance of a Payment Card or an Additional Card; by such application the Client authorises these persons to handle the funds on the Account through a Payment Card or, through payment transactions made by Payment Cards to draw a credit from a Card Account up to the permitted Card Framework Limit or Total Card Framework Limit.

4.12 The Bank shall accept the Client's application for Payment Card issuance, provided that the Client meets further conditions required by the Bank, e.g. he secures the Bank's claims if this is required by the provisions of the special part of these Business Conditions or by the provisions of an agreement on issuing and using a Payment Card.

4.13 Throughout the existence of the contractual relationship based upon an agreement on issuing and using a Payment Card, the Bank may require the Client to prove compliance with the individual conditions for issuing a Payment Card.

4.14 The Client shall comply with Payment Card Use Limits, otherwise he shall be liable for damages incurred due to breaching this obligation. Payment Card Use Limits shall not exceed the Maximum Payment Card Use Limit set by the Bank for the individual types of Payment Cards. For security reasons, in order to protect the Client against misusing a Payment Card issued to the Client and for reasons set forth in points 11.7(a) to 11.7(f), the Bank may unilaterally change a Maximum Payment Card Use Limit. The Bank sets and announces such change by Publication.

4.15 The Bank shall issue a Payment Card to the Client after entering into an agreement on issuing and using a Payment Card, and the Client must collect this Payment Card no later than within 90 calendar days of its production, otherwise the Bank shall destruct this Payment Card thereby preventing its further use.

4.16 The Bank shall hand over to the Client a Payment Card and a PIN-code in the Place of Business chosen by the Client, or shall deliver to the Card Holder a Payment Card and a PIN-code by post or by a delivery service to the address specified by the Card Holder in the Payment Card Issuance and Use Agreement or in other Agreement or which address he reported to the Bank as his mailing address. For security and technical reasons the Bank need not deliver a Payment Card or a PIN code abroad. If the Bank and the Card Holder fail to reach an agreement on the manner of delivering a Payment Card and a PIN code, then they shall be delivered to the Card Holder in a manner determined by the Bank for that type of Payment Card by Publication. The parties hereto have agreed that the Bank shall refuse to deliver a Payment Card or also an envelope containing a PIN code by mail or by delivery service, if the Bank doubts the security of delivering the Payment Card and the envelope with the PIN code by mail or by messenger service. Upon receipt of the mail, the Card Holder shall check whether it is damaged or not. If the mail seems to be damaged, the Card Holder shall request a confirmation of the damaged mail from the postman and shall immediately notify the Bank of this fact. In this case the Bank may send to the Card Holder's address a Substitute Card or an envelope with a newly printed PIN-code. For security reasons the Bank shall hand over a Payment Card and a PIN-code only to the Card Holder, in exceptional cases the Bank may, but need not, hand over a Payment Card and/or an envelope with a PIN-code also to a person authorised by the Card Holder to receive the Payment Card and/or the envelope with the PIN-code. In the event of suspected breach of security rules or possible misuse of a Payment Card, the Bank may refuse to hand over the Payment Card and the PIN code to a person authorized by the Card Holder. The Bank and the Card Holder have hereby agreed that if a Payment Card and/or an envelope with a PIN-code is handed over to the Card Holder's proxy as described in the preceding sentence, the Card Holder shall be responsible for all transactions made by the Payment Card from the moment the Payment Card or the envelope with the PIN-code was accepted by the Card Holder's proxy; the Card Holder shall also be responsible for misusing the Payment Card by a third party, for damage caused by misusing the Payment Card, and the Card Holder hereby expressly declares that it shall reimburse the Bank for the damage incurred by the Bank due to or in connection to handing over the Payment Card or envelope with the PIN-code to the Card Holder's proxy as described in the preceding sentence.

4.17 A Card Holder shall not disclose his PIN-code to any other person and, immediately upon receipt of the mail with the PIN-code and after reading it (PIN-code), shall destroy this mail. The Card Holder shall keep his PIN-code secret, shall keep the PIN-code from disclosure to a third party, shall not record the PIN-code in any form and most importantly shall not store the PIN-code together with the Payment Card. In entering a PIN Code or other data when making payment transactions through a Payment Card, the Card Holder shall act vigilantly and shall keep the PIN Code and other data used in the authorization of payment transactions

out of sight of third parties. As security rules must be obeyed in using a Payment Card, a breach of this obligation as set forth in this point shall be considered gross negligence and serious breach of these Business Conditions. The Card Holder may change the PIN Code issued for the Payment Card through the ATM of the Bank or of the other bank, if the ATM enables such services.

- 4.18 If mail containing a PIN-code or mail containing a Payment Card is not delivered to the Card Holder, or if these mails are delivered damaged, the Client shall notify the Bank thereof without undue delay. In this case the Bank may issue a Substitute Card to the Card Holder.
- 4.19 A Payment Card is delivered to the Card Holder in an inactive form, i.e. the Card Holder is not allowed to use such Payment Card prior to its activation. A Payment Card may be activated by the Card Holder through the SporoTel Service by stating the Payment Card number and a discreet datum agreed upon in the agreement on issuing and using the Payment Card or in person in the Bank's Place of Business. A Renewed Card may be activated by the Card Holder through the SporoTel Service by stating the Payment Card number and a discreet datum agreed upon in the agreement on issuing and using the Payment Card or in person in the Bank's Place of Business or by the first correct entering of the PIN code when using the Renewed Card at a Merchant or in an ATM. A Renewed Card, which is a Credit Card, may be activated by the Card Holder through the SporoTel service by stating the Payment Card number and the discreet datum agreed in the Payment Card Issuance and Use Agreement or in exceptional cases in person by visiting the Bank's Place of Business. A discreet datum for a Debit Card or Charge Card agreed in a Payment Card issuance and use agreement made later shall supersede all previous discreet data agreed earlier for Debit Cards or Charge Cards issued by the Bank to the Card Holder. After termination of an agreement in which the last discreet datum for a Debit Card or Charge Card has been agreed, the discreet datum continues to valid in this part for the other Debit Cards issued earlier by the Bank to the Card Holder. In justified cases the Bank may also accept a discreet datum for a Debit Card which has not been agreed with the Card Holder as the last one. The Client's personification data are stated on a Payment Card. The Card Holder shall sign the Payment Card by hand in a signature band on the reverse side of the Payment Card immediately upon receipt. This authentic signature of the Card Holder serves as a specimen signature and for the authorisation of a transaction made by the Payment Card. As security rules must be followed when using a Payment Card, a breach of this duty shall be considered gross negligence and serious breach of these Business Conditions.
- 4.20 After the expiry date of an original Payment Card, the Bank shall automatically issue a Renewed Card to the Client, unless the Bank and the Client have agreed otherwise. In issuing a Renewed Card, the Bank shall act in accordance with point 4.21 herein. The Bank shall issue the Client a Renewed Card with the same card number as the number stated on the original Payment Card, and the PIN Code issued for the original Payment Card shall continue to be valid also for the Renewed Card.
- 4.21 The Card Holder may use a Payment Card throughout its validity period stated on the Payment Card. The card expires at the end of the last day of the month of the year stated on the Payment Card. Within eight weeks before the expiry of the Payment Card the Bank shall issue a Renewed Card valid during the following period. The Bank shall not automatically issue a Renewed Card, if the Client notifies the Bank, not later than eight weeks before the expiration of the Payment Card, that he does not want a Renewed Card to be issued. The Client understands that for technical reason is not possible to realize some changes on the Payment Card and the conditions of its use in the period of eight weeks before the Payment Card validity expiration until the Payment Card validity expiration. For reasons which merit special regard, the Bank may decline to issue a Renewed Card to the Card Holder. In an automatic issuance of a Renewed Card the Bank shall not automatically deliver to the Card Holder an envelope containing the PIN code for this Renewed Card, as the PIN code issued for the original Payment Card remains in effect also for the Renewed Card. When the Card Holder will change his PIN Code for the original Payment Card through the ATM in the period of eight weeks before the original Payment Card validity expiration until the original Payment Card validity expiration, the PIN Code will be changed just for the original Payment Card, not for the Renewed Card. When the Card Holder will change his PIN Code for the Renewed Card through the ATM in the period of eight weeks before the original Payment Card validity expiration until the original Payment Card validity expiration, the PIN Code will be changed just for the Renewed Card, not for the original Payment Card. During the last eight weeks before the expiry date of an Original Payment Card, the Bank need not permit the Card Holder to change that Payment Card's PIN code through an ATM. For security or technical reasons, the Bank, when issuing a Renewed Card, may change the Payment Card number and, if necessary for security or technical reasons, the Bank may also change the PIN code, in doing so the Bank shall deliver to the Card Holder an envelope containing the changed PIN code in accordance with the provisions of these Business Conditions. The Bank need not issue a Renewed Card to the Card Holder after the expiry of an original Payment Card, if the Bank no longer issues that type of Payment Cards to its Clients. The Bank shall notify the Client thereof in advance by Publication or in other appropriate way. If the Bank no longer issues that type of Payment Cards to its Clients, the Bank may, in respect to Client's interest protection, issue after the expiry of an original Payment Card, the Renewed Card of other type, which is by its function and by its use similar to the original Payment Card. The Bank shall notify the Client thereof in advance by notification in writing or in other appropriate way. The Client may refuse the issue of the Renewed Card of the other type, in period and by way described in notification sent by the Bank. If the Client refuses the issue of the Renewed Card of the other type, the Bank shall not issue the Renewed Card to the Card Holder and the the Agreement on Issuing and Using a

Payment Card, under which the original Payment Card had been issued, shall expire in accordance with point 4.44 herein.

4.22 The Client understands that in using a Payment Card one must follow the security rules for using a Payment Card. The Card Holder shall comply with all measures needed to protect the Payment Card from misuse, i.e. he shall keep the Payment Card in a safe place outside uncontrolled reach of third parties, particularly separately from identity documents and identity cards, and shall protect it against loss and misuse. After receiving a Payment Card, the Card Holder shall take all reasonable steps to ensure protection of the Payment Card's personalized security elements. The Card Holder shall not give a Payment Card to a third party for use and shall not allow a third party to use it. When using a Payment Card for payment to a Merchant, the Card Holder, in making the payment, shall not let the Payment Card out of his sight and shall not allow the Merchant to take the Payment Card out of sight of the Card Holder. The Card Holder shall not use a cancelled Payment Card, expired Payment Card or a Payment Card on which a Ban has been established. Breach of the obligations set forth above in this point 4.22 shall be considered gross negligence and serious breach of these Business Conditions. The Card Holder shall protect the Payment Card against damage and magnetic field. If a Payment Card gets damaged, the Card Holder or the account holder shall advise the Bank of this fact and shall return the damaged Payment Card to the Bank. The Bank may automatically issue a Substitute Card to the Client. The Bank shall also issue a Substitute Card upon request of the account holder or the Card Holder which shall be made in writing or by telephone with a written confirmation supplied within 3 days of making the telephone request, or on the basis of an Instruction delivered to the Bank via the round-the-clock SporoTel service. The Bank may decline to issue a Substitute Card for a reason. In issuing a Substitute Card, the Bank may change the number of the Payment Card for security or technical reasons, and may also change the PIN code if necessary for security or technical reasons, and when changing a PIN code the Bank shall deliver to the Card Holder an envelope containing the changed PIN code in accordance with the provisions of these Business Conditions. The Client understands that the risk of misusing an Embossed Card is higher than the risk of misusing an Indented Card. The Client understands and accepts that if he and the Bank agree to issue a Payment Card through which a transaction can be made without entering a PIN code, then the provisions of point 4.31 herein shall apply in full to a misuse of such Payment Card.

4.23 In using a Payment Card for cash withdrawals from cash dispensors or from similar technical devices or through a POS terminal or imprinter at a Merchant authorized to provide such service or for cash withdrawal in the Bank or other bank, the Card Holder must enter his error-free correct PIN-code or must correctly confirm the transaction with his signature on a Sales Document if the transaction is being made by a Payment Card which allows transaction confirmation by the Card Holder's signature, and the Card Holder must submit his valid identity document upon request. If the Card Holder fails to perform his duties as set forth in the preceding sentence, the submitted Payment Card may be seized. The Bank may keep a blocked, cancelled or invalid Payment Card, a Payment Card on which is imposed a Ban on a Payment Card, or a Payment Card whose authenticity the Bank doubts. By entering an error-free correct PIN code or by signing a Sales Document with a signature identical with the signature on the reverse side of the Payment Card, the Card Holder gives his consent to make the payment transaction. When using a Payment Card for non-cash payment to a Merchant for goods or services, the Card Holder shall identify himself and give his consent to make the payment transaction by entering the error-free correct PIN code or by his signature on the Sales Document identical with the signature on the reverse side of the Payment Card. When paying for goods and services without physical submission of a Payment Card, the Card Holder shall identify himself and give his consent to making the payment transaction as described below:

a) for a transaction made via the Internet, by entering the Payment Card number, Payment Card expiry date and the CVV2 or CVC2 code; for some types of the Payment Cards determined by the Bank by Publication the Card Holder shall identify himself and give his consent to making the payment transaction via the Internet by entering the Payment Card number and Payment Card expiry date.

b) for a transaction made by post or by phone, by stating the Card Holder's name and address, name and mailing address for goods delivery, Payment Card number, CVV2 or CVC2 security code and the Payment Card expiry date or in other manner agreed with the Bank and the Merchant. For some types of the Payment Cards determined by the Bank by Publication the Card Holder shall identify himself and give his consent to making the payment transaction by post or by phone, by stating the Card Holder's name and address, name and mailing address for goods delivery, Payment Card number and the Payment Card expiry date.

When using a Payment Card in special types of self-service terminals selling low-value goods or services, the Card Holder shall identify himself solely by using the Payment Card.

4.24 Upon request of a Merchant or other person that accepts Payment Cards when making direct-debit payments for goods and services or when making a cash withdrawal or when making a cash withdrawal through the Cashback Service, the Card Holder shall identify himself by submitting his valid identity card. The Merchant or the other person may seize a blocked, cancelled or invalid Payment Card, a Payment Card on which a Ban on a Payment Card has been imposed or a Payment Card whose authenticity he doubts. Acceptance of a Payment Card by a Merchant or other person for the purpose of making a cash withdrawal or for making a non-cash payment for goods or services or for making a cash withdrawal through the Cashback Service is a relation between the Merchant or the other person and the Client concerned, and the

Bank is involved in this relation only as an executing institution in connection with making payments, only on condition that the Merchant or the other person has decided to accept the Payment Card for the purpose of making the transaction.

- 4.25 A Card Holder confirms the content and amount of a payment transaction made by a Payment Card by signing a Sale Document or by entering his PIN-code in using the Payment Card or by entering the number of a Payment Card and the CVC2 or CVV2 Code or in another manner set in point 4.23 herein, except in cases when pursuant to applicable generally binding regulations the Bank need not verify the identity. The Bank and the Client have agreed that, if the character of the technical equipment permits that, the Client shall prove his identity to the Bank, in communication between the Bank and the Client through that technical equipment, by Using a Payment Card and by entering the PIN code.
- 4.26 A Card Holder may handle the funds on an Account or Accounts and to draw a loan from the Card Account through a Payment Card as follows:
- (a) with a Debit Card, only up to the permitted Limits for using the Payment Card set out in an agreement on issuing and using a Payment Card, and up to the disposable balance on the Account or Accounts,
 - (b) with a Charge Card, only up to the disposable Card Framework Limit or Total Card Framework Limit, in accordance with the limits permitted by the Bank for using a Charge Card and Additional Cards.
- 4.27 All payment transactions made through a Payment Card shall be debited by the Bank to the Account or Accounts for which the Payment Card was issued, without undue delay, no later than on the next Business Day, after obtaining relevant information or basic data necessary for clearing such payment transactions. The Bank may block the amount of a forthcoming payment transaction on the Account or Accounts during the period from obtaining information or basic data about the payment transaction to clearing the transaction. Payment transactions made with a Payment Card abroad shall be cleared by the Bank in accordance with the conditions of international card companies. The clearing method and the method of determining the exchange rate shall be set by the Bank by Publication. The Bank and the Client have agreed that the Bank may debit an Account or Accounts even without the Client's Instruction, if a Merchant delivers to the Bank a modified request for making a Payment Card transaction, on condition that the Client has made the transaction concerned at the Merchant. This applies without prejudice to the Client's right to complain about debiting funds from an Account.
- 4.28 If a Payment Card has been issued for two Accounts denominated in different currencies, then a payment transaction made by that Payment Card shall be primarily debited from the Account denominated in the local currency. If the funds are insufficient on the local-currency Account from which a payment transaction should be debited, then the payment transaction shall be debited to the other Account for which the Payment Card has been issued. The currency conversion shall be made at an exchange rate Published by the Bank in effect at the time the payment operation is cleared. If a Payment Card has been issued for Accounts denominated in the same currency, the Bank shall debit the transaction from any Account.
- 4.29 If a Card Holder has lost a Payment Card or if his Payment Card has been stolen or if a Card Holder believes that a third party has learnt information necessary for making an MO/TO Transaction with his Payment Card or if a Card Holder or an account holder thinks that a Payment Card may be misused, then the Card Holder or the account holder shall, without undue delay, report this fact by phone and shall apply for imposing a Ban on the Payment Card; the above facts shall be reported through the round-the-clock SporoTel service to the appropriate Authorisation Centre to the telephone number Published by the Bank in effect on the day this report is made, or shall report this fact to the Bank to the phone number Published by the Bank in effect on the day this notification is made. The Card Holder or the account holder shall also report these facts to the local police department and shall apply to it for a confirmation of reporting this. As security rules must be followed when using a Payment Card, breach of this duty shall be considered gross negligence and a serious breach of these Business Conditions.
- 4.30 The Bank shall impose a Ban on a Payment Card on condition that the Card Holder or the account holder has given his first name and surname, the number of the Payment Card or Account/account for which the Payment Card has been issued, the type of the Payment Card, discreet datum, and the circumstances under which the reported event took place. A Card Holder shall never report the PIN-code. For a good reason the Bank shall impose a Ban on a Payment Card even without being told the discreet datum. In such cases, the Bank may, instead of the discreet datum, require the Client to provide the Client's Identification Datum or his Authentication Datum or the Client's other identification data or other control data necessary for the identification of the Client and of the Payment Card on which the Ban is to be imposed.
- 4.31 The Client shall be liable up to the amount of EUR 100 for misusing a Payment Card and for withdrawing funds by such Payment Card misuse due to the Client's negligence in using the Payment Card, unless otherwise sated in these Business Conditions.
- The Client shall be fully liable for the misuse of a Payment Card and withdrawal of funds by reason of this misuse until the time of telephone notification and filing an application for executing a Ban on the Payment Card as set out in point 4.29 herein, provided that the requirements of point 4.30 are met as well, if the funds have been withdrawn due to the Card Holder's gross negligence in using the Payment Card. The Client shall be liable for the withdrawal of funds by reason of a Payment Card misuse even after the moment of filing the application for imposing a Ban on the Payment Card, if the funds were withdrawn due to the Client's

fraudulent action. If funds have been withdrawn otherwise than by the Client's fraudulent action, then the Client may request the Bank to refund the money that have been withdrawn by misusing his Payment Card at the time after filing the application for imposing a Ban on the Payment Card in accordance with these Business Conditions. The Client shall be liable for damages caused by his gross negligence and a serious breach of the Client's duties under the Agreement, these Business Conditions or the GBCs.

- 4.32 Imposition of a Ban on a Payment Card may be requested by the Card Holder or the account holder. The account holder may request a Ban on any Payment Card issued for the Account. A Card Holder may only request a Ban on a Payment Card of which he is the holder. If a Payment Card has been issued for an Account with a Joint Deposit, the account holder cannot request the imposition of a Ban on the Payment Card which has been issued to other co-holder of the account; this applies without prejudice to the provisions of points 4.33 to 4.35 of the Business Conditions.
- 4.33 For security reasons, in exceptional cases, the Bank may execute a Ban on a Payment Card upon request of a third party on condition that this party demonstrates to the Bank that this request is credible. In this case, the Bank shall in no event be liable for possible unauthorised execution of the Ban on the Payment Card and possible resulting damages.
- 4.34 In order to prevent or minimize the damage, the Bank may execute a Ban on a Payment Card even without request of the Card Holder or account holder, for reasons relating to the Payment Card's security or suspected unauthorized or fraudulent use of the Payment Card, especially if there is reasonable suspicion that the Payment Card is being misused, and if the Bank is required to do so by a generally binding legal regulation. For the same reasons the Bank may also adopt and take other security measures aimed at protecting the Client, his funds, Payment Card or the Bank. For the same reasons the Bank may also issue to the Card Holder a Substitute Card even without request of the Card Holder or account holder. The Bank shall notify the Client without undue delay of imposing a Ban on a Payment Card and of the reasons for doing so. Such notification shall be carried out in an appropriate manner, by phone, e-mail, Electronic Services, in writing or in person in the Bank's Place of Business. After the reason for imposing a Ban on a Payment Card has ceased to exist, the Bank may, at its discretion, cancel the Ban on the Payment Card. In deciding on such Ban cancellation the Bank shall have regard to the security of the further use of the Payment Card. The Bank shall notify the Client of the cancellation of a Ban on a Payment Card in an appropriate manner, by phone, e-mail, Electronic Services, in writing or in person in the Bank's Place of Business.
- 4.35 Repealed with effect from February 1, 2010.
- 4.36 After executing a Ban on a Payment Card or after cancelling a Payment Card, the Bank need not issue to the Card Holder a Substitute Card or a new Payment Card.
- 4.37 After a Ban on a Payment Card has been imposed, the person identified in point 4.32 herein that has requested the Ban on the Payment Card may apply to the Bank for cancelling the Ban on the Payment Card either in person in the Bank's Place of Business or through the round-the-clock SporoTel service. For security reasons the Bank may decline to execute this request if it assumes that the reason to Ban the Payment Card continues to exist or if there is a risk of misusing the Payment Card. Upon execution of a Ban on a Payment Card for reasons other than the Card Holder's or the account holder's request as described in section 4.32 of the Business Conditions, the Bank may cancel the Ban on the Payment Card, if the reasons for which the Ban on the Payment Card was imposed do not exist any longer.
- 4.38 If the account holder or Card Holder disagrees to a payment operation debited to an Account or a Card Account, he must, without undue delay, notify the Bank of his disagreement and to give facts regarding his complaint. He must do so in writing within 13 months of the making of the payment transaction. The account holder or the Card Holder must support his complaint with relevant documents.
- 4.39 The Bank may, within its authority, carry out further verification of a complaint. The Bank shall advise the account holder or Card Holder of the way of handling his complaint within a time limit set out in the Customer Complaint Rules. If a complaint regards the use of a Payment Card abroad, the time for verifying the complaint depends not only on the verification of the facts complained about on the part of the Bank, but also on the complaint verification on the part of the foreign bank which bank or whose equipment (e.g. POS terminal, Imprinter, ATM, etc.) executed the relevant payment transaction abroad. If the Bank needs cooperation of a foreign bank in verifying a customer complaint, the Bank shall take all steps relating to the verification and handling of the complaint without undue delay after the delivery of the complaint from the Client, and then after receiving the opinion and relevant documents relating to the complaint from the foreign bank, the Bank shall immediately inform the Client of the result of the complain verification.
- 4.40 If the account holder or Card Holder does not file a complaint with the Bank within the time limit set out in point 4.38, it is assumed that he agrees to the payment transaction made and to the data stated in the statement of the Account or Card Account, and his rights regarding liability for defects and his title to indemnity shall expire.
- 4.41 If a Card Holder returns goods to a Merchant or if a Merchant does not provide a required service to a Card Holder, the Merchant must draw up a Credit Document and ensure its processing and give one confirmed copy of the Credit Document to the Card Holder.
- 4.42 The Client may deliver to the Bank through Electronic Services a proposal to make an Agreement or an amendment to an Agreement, notably a proposal to change the permitted Limits for using a Payment Card or

a request to change the Payment Card transactions permitted on an Account or a request for issuing a Renewed Card or a request for non-issuance of a Renewed Card. Upon delivery of such a request the Client shall identify himself/herself in a manner credible beyond doubt by giving his/her Identification Datum and Authentication Datum or shall identify himself/herself by other Security Objects or in other manner agreed upon between the Bank and the Client. It is the Bank's right, but not duty to accept this proposal. If the Bank opts to accept this proposal, it shall notify the Client of this acceptance mainly through Electronic Services or in other agreed manner and shall make the changes requested by the Client.

4.43 A Card Holder's right to use a Payment Card shall also be terminated by the execution of a Ban on the Payment Card or by a written notice of termination of an agreement on issuing and using a Payment Card which has been filed:

- a) by a Client without giving a reason, in which case the notice of shall take effect one day after the day on which the notice of termination was delivered to the Bank, or
- b) by the Bank without giving a reason, in which case the notice shall take effect two months after the day on which the notice was delivered to the Client, unless the Bank has specified a longer notice period in the notice.

If a Client has committed a fraud in connection with a Payment Card issuance and use agreement or in connection with the use of the Payment Card, then the Bank may terminate the Agreement with effect on the day on which the notice of termination is delivered to the Client.

If the Bank substantially breaches its duties under the Agreement, these Business Conditions, GBCs or other components of the Agreement, then the Client may terminate the Agreement by a notice taking effect on the day it is delivered to the Bank.

4.44 If a Substitute Card or a Renewed Card has not been issued to a Card Holder, then the Agreement on Issuing and Using a Payment Card, under which the Payment Card had been issued, shall expire on the day this Payment Card expires.

4.45 An Agreement on issuing and using a Payment Card under which a Debit Card has been issued to a Client shall expire automatically upon expiry of the Current Account Agreement for which this Debit Card has been issued. In such case, the notice of termination of the Current Account Agreement is deemed to be also a notice of termination of the Agreement on issuing and using the Payment Card under which the Debit Card for this Account has been issued to the Client.

Where a Payment Card has been issued for two Accounts, the termination of the Current Account Agreement shall also simultaneously mean the termination of the agreement on issuing and using the Payment Card in the part regarding the issuance and use of the Payment Card in connection to this Account.

An agreement on issuing and using a Payment Card under which an Electronic Card has been issued shall expire not later than 8 calendar days before the expiry date of the Current Account Agreement for which such Debit Card has been issued. An agreement on issuing and using a Payment Card under which an Embossed Card has been issued shall expire not later than 30 calendar days before the expiry date of the Current Account Agreement for which such Debit Card has been issued. If the Bank learns in a credible manner of the death of the Card Holder, the Bank shall impose a Ban on a Payment Card issued by the Bank to this Card Holder and shall cancel the Payment Card. If the Debit Card is canceled for the reason of the death of the Card Holder, the Agreement on Issuing and Using a Payment Card, under which the Payment Card had been issued to this Card Holder, shall expire in that part which refers to the issue and use of such Payment Card.

4.46 The Account Holder and the Card Holder undertake to physically damage or destroy the Payment Card without undue delay after their right to use the Payment Card expires or after the Payment Card expires. The Bank may determine by Publication the types of Payment Cards which Clients must return to the Bank after their expiry. If they fail to meet this obligation, the account holder and the Card Holder shall be jointly and severally liable for all payment transactions associated with a possible misuse of the Payment Card and for damage incurred by the Bank.

After the termination of an agreement on issuing and using a Payment Card, the mutual rights and duties of the Bank and the Client under that agreement shall be settled in accordance with the applicable provisions of such agreement on issuing and using the Payment Card, the Business Conditions, GBCs and other documents which are part of the agreement on issuing and using the Payment Card.

4.47 The Account Holder authorizes the Card Holder to conclude a travel insurance policy for the Debit Card issued under an agreement on issuing and using a Payment Card. The Card Holder is authorized to conclude such agreement at any time throughout the duration of the agreement on issuing and using a Payment Card. The Bank may debit the Client's current account with the sum of money equal to the amount of the annual insurance premium as set in the travel insurance policy for the Debit Card issued under the agreement on issuing and using a Payment Card, if the Card Holder has concluded such insurance policy.

4.48 Special provisions regarding an Own Card:

4.48.1 When preparing and selecting the design of an Own Card, the Client shall comply with the procedures and conditions set in the Rules for creating an Own Card's Design (hereinafter referred to as the "Rules for an Own Card") published on the Bank's website. The Client shall get acquainted with and honour the Rules for an Own Card. The Client shall be fully liable for breaching the Rules for an Own Card.

4.48.2. The Client may select the design of his Own Card as follows:

- a) a picture from the Bank's picture gallery published at the Bank's website, or
- b) an own picture supplied by the Client.

If the Client chooses his own picture for his Own Card, then the Client declares that the picture:

- a) complies with Act 618/2003 on Copyright and Copyright-Related Rights (Copyright Act), he is the author or an authorized holder of the copyright, notably personality and property rights to the supplied picture, and any other rights similar to copyright law or is entitled to use the picture for an Own Card, and does not breach third-party rights by using the picture,
- b) complies with Act 40/1964 Civil Code and does not infringe personality protection rights of the natural person depicted on the photograph,
- c) does not infringe the personal data protection rights of the natural person depicted on the photograph as set forth in Personal Data Protection Act 428/2002 without the express consent of the depicted person,
- d) does not infringe any rights and legitimate interests of third parties resulting from legal regulations which protect trademarks, notably Trademark Act 55/1997,
- e) does not breach the rights and legitimate interests of third parties whatsoever, and his actions do not constitute an unfair competition as set forth in Act 513/1991 Commercial Code.

In the event of infringement of the rights and interests protected by law of persons as described in the preceding sentences of this point, the Client declares that:

- he is entitled to use the motif for the picture and is entitled to provide the picture to the Bank and to entities cooperating with the Bank as a basis for issuing and using an Own Card,
- he has obtained the consent of the persons concerned to use the motif or the picture on an Own Card and shall demonstrate to the Bank the written consent of the persons concerned upon the Bank's request,
- if the consent of the persons concerned is revoked or if the title to use the motif on the picture expires, the Client shall notify the Bank of these facts and shall immediately hand over the Own Card to the Bank.

4.48.3. The Client shall be liable for any loss or damage incurred by the Bank or a third party due to untrue, incomplete or inaccurate declarations of the Client, and the Client undertakes to reimburse the Bank in full for such loss or damage.

4.48.4 The Client declares that the own picture supplied by him contains only the picture data and is free of any other data or programs such as viruses or spam or data that could contain viruses, spam or other unsolicited data, information, etc. The Client shall be liable for any loss or damage incurred by the Bank or other persons providing support to the Bank in the preparation, production or distribution of an Own Card incurred due to the Client's untrue, incomplete or inaccurate declarations in this point, and the Client undertakes to reimburse the injured party in full for such loss or damage.

4.48.5. When creating his picture for an Own Card, the Client shall comply with the criteria set by the Bank regarding the contents of the picture as described in the Rules for an Own Card. The Bank may change such criteria at any time.

4.48.6. The Client authorizes the Bank to give the Client-supplied picture to other processors that provide support to the Bank in the preparation, production and distribution of the Own Card. The Client understands that the picture may be modified during processing or minor changes may be made in the content of the picture e.g. in its colors and that the issued Own Card need not completely correspond to the original picture supplied. The Bank shall not be liable for deviations of the issued Own Card from the original picture caused by the producer of the Own Card.

4.48.7 The Client shall not have legal title to the acceptance of a picture supplied by him.

4.48.8 The Client expressly agrees that by approving a Client-supplied picture the Bank shall not assume liability for compliance with the conditions set forth in point 4.48.2 of these Special Provisions regarding an Own Card and shall not relieve the Client of its responsibility for meeting these conditions.

4.48.9 Unless the Bank and the Client have agreed otherwise, the Client shall receive a Renewed Card or a Substitute Card with the picture agreed by the Bank and the Client in an agreement on issuing and using a Payment Card or in an amendment to the agreement on issuing and using a Payment Card. In the case of a Credit Card, the Client shall be issued a Renewed Card or a Substitute Card with the standard design used by the Bank for Credit Cards.

4.49 The Client understands that a Payment Card's functionality may in certain cases (notably in payment transactions made by a Payment Card abroad) be limited due to an incompatible technical setting of the equipment for Payment Card reception on the part of some Payment Card recipients. The acceptability of a certain type of a Payment Card in individual countries may be checked by the Card Holder on the websites of individual card companies.

B. SPECIAL PART

5. Electronic Service – SporoPay

- 5.1 The Bank provides an Internet Merchant with the special Electronic Service SporoPay under a special agreement on establishing and using the SporoPay service provided that mainly the following conditions are met:
- a) the Internet Merchant has an Account with the Bank together with the special Electronic Service Mailbanking, and
 - b) meets certain technical conditions for connecting the Internet Merchant's website with the Bank's system.
- 5.2 An Internet Merchant has no legal title to enter into an agreement on establishing and using the SporoPay service. The Bank may give its consent to a draft agreement on establishing and using the SporoPay service after assessing the technical capability of the Internet Merchant and the operability of the Merchant's website which will allow the Client to place electronic orders for goods and services offered by the Internet Merchant and to make payments for ordered goods and services.
- 5.3 The day on which an Internet Merchant receives the Bank's acceptance of a draft agreement on establishing and using the SporoPay service is regarded as the day on which the agreement on establishing and using the SporoPay service was entered into. The agreement on establishing and using the SporoPay service also includes a technical description of this Electronic Service which the Bank determines by Publication and which the Bank may amend unilaterally due to changes in the Bank's technical capabilities and the Bank shall determine these changes by Publication.
- 5.4 An Internet Merchant must cooperate with the Bank in establishing a technical connection between its website and the Bank's system.
- 5.5 An Internet Merchant must notify the Bank mainly of a change in the address of its website on which it operates its Internet shop. An Internet Merchant may request the Bank to provide the special Electronic Service SporoPay also in Internet shops other than those stated by the Merchant in its draft agreement on establishing and using the SporoPay Service. The Bank may decline such a request by an Internet Merchant.
- 5.6 After entering into an agreement on establishing and using the SporoPay Service and in accordance with normal business practice, the Bank shall give the Internet Merchant an advertising banner with the logo of the SporoPay Electronic Service. If the communication between the Bank and the Internet Merchant within the SporoPay Service is secured by the Secret Key, the Internet Merchant when using this Security Object shall perform all duties required by the Bank for using Security Objects. The handover of the Secret Key by concluding an agreement on establishing and using the SporoPay Service or its change is performed in way agreed in this agreement. The Bank is authorized to set the way how this act is performed by the Internet Merchant or by the Authorized person of the Internet Merchant and to enable it through the Electronic Service.
- 5.7 The Internet Merchant shall place the advertising banner with the SporoPay Electronic Service logo in a visible place of its virtual shop website and shall ensure that the Client that has opted to pay through the Electronic Service is always re-directed to the Bank's system.
- 5.8 The Bank shall not be liable for the accuracy of the data stated in a payment or for damages incurred by reason of not making a payment for goods and services requested by the Client, if the Internet Merchant did not give the Client the correct Account number of the Internet Merchant to which the payment should have been credited or a correct datum for the identification of this payment.
- 5.9 The Bank shall not be liable for the execution of the Client's electronic order for goods and services, nor for the delivery of ordered goods and services by an Internet Merchant.
- 5.10 The Bank shall execute an Instruction submitted by the Client to pay for ordered goods and services to an Internet Merchant in accordance with the provisions of point 3.16 herein, except for the provisions regulating the Client's right to state a future due date of an Instruction and the provisions of Article 5 – Payment Services of the GBCs which, in this case, shall be applied as appropriate.
- 5.11 The contractual relationship between the Bank and an Internet Merchant based upon an agreement on establishing and using the SporoPay Service may be terminated by:
- (a) a written notice of termination from the Internet Merchant without giving a reason, taking effect 5 business days from the delivery of the written notice to the Bank,
 - (b) a written notice of termination from the Bank without giving a reason, taking effect 5 business days from the day the written notice is delivered to the Internet Merchant,
 - (c) terminating the contractual relationship between the Bank and the Internet Merchant based upon a Current Account Agreement regarding the Internet Merchant's Account to which the Bank must credit payments for goods or services made by the Client through the SporoPay Service,
 - (d) terminating the contractual relationship between the Bank and the Internet Merchant based upon an EB Agreement, if the provision of such Electronic Service was a precondition to providing the SporoPay Service under an Agreement on Establishing and Using SporoPay Service.
- 5.12 On the day the contractual relationship with the Bank based upon an agreement on establishing and using the SporoPay Service is terminated, the Internet Merchant must meet all its obligations pursuant to this contractual relationship with the Bank, in particular it shall remove the advertising banner with the SporoPay Electronic Service logo from its website; otherwise the Merchant shall indemnify the Bank for the damage incurred as a result, or shall provide an adequate satisfaction or shall indemnify the Bank in cash for goodwill loss or shall surrender the windfall profit.

6. Electronic Services – Homebanking and Multicash

- 6.1 The Bank shall provide the Client with the HB Service on the basis of an HB Agreement provided that the HB Client meets the technical requirements for the provision of this service which the Bank determines by Publication. The Bank provides an MC Client with the MC Service based on an MC Agreement provided that the MC Client meets the technical requirements for the provision of this service which the Bank determines by Publication. The technical requirements for providing individual Electronic Services may be unilaterally changed by the Bank due to changes in the technical capabilities of providing particular Electronic Service.
- 6.2 A Client has no legal title to enter into an HB Agreement or an MC Agreement. If an HB Agreement or an MC Agreement is made between parties present in person, then such agreement is made at the moment of signing by the last party to the agreement. If an HB Agreement or an MC Agreement is to be made between parties which are not present in person, then the HB Client shall submit to the Bank a proposal to enter into an HB Agreement, or the MC Client shall submit to the Bank a proposal to enter into an MC Agreement. If the Bank accepts the Client's proposal, then the moment the Bank's acceptance of the Client's proposal is delivered to the Client is regarded as the day on which the HB Agreement or the MC Agreement was entered into.
- 6.3 An HB Agreement includes also an Application to an HB Agreement, in which the HB Client shall state:
- (a) a list and contact data of HB Client-authorized contact persons with whom the Bank may communicate in urgent matters,
 - (b) Accounts and identification thereof to which the HB Client requests the provision of HB Service,
 - (c) identification of the Account to which the Bank may debit charges for providing the HB Services and consent to such collection by the Bank of the Charges for providing HB Services.
- In addition, in an Application to an HB Agreement, an HB Client may:
- (d) in the Specimen Signature part, authorize third parties to handle the funds on the Account through the HB Service
 - (e) impose individual restrictions on handling the funds on the Account by setting HB Limits.
- 6.4 An MC Agreement also contains an Application for an MC Agreement in which the MC Client shall state:
- (a) a list and contact details of MC Client-authorized contact persons with whom the Bank may communicate in urgent matters,
 - (b) Accounts and identification thereof, on which Accounts the MC Service requested by the MC Client should be provided,
 - (c) identification of the Account from which the Bank may collect the Charges for providing the MC Service and the MC Client shall give his consent to the Bank to such collection of Charges for providing the MC Service.
- In an Application for an MC Agreement, an MC Client may also:
- (d) in the Specimen Signature part, authorize third parties to handle the funds on the Account through MC Service,
 - (e) determine individual limitations for handling the funds on the Account by setting MC Limits,
 - (f) determine Signature Classes for individual Authorized Persons.
- 6.5 The Bank provides the HB Service to the full extent permitted by the HB Service software modules. The Bank may, upon the Client's request, provide the full scope of the HB Service software modules also to an HB Client who only receives the HB Service to the extent of the HB Communication Module or the HB Basic Module or to an HB Client who only uses the HB Service for processing and exchanging Compatible Files to the extent of the HB Communication Module. An HB Client that only uses the HB Service for processing and exchanging Compatible Files with the Bank may use this service only in the extent of the HB Communication Module.
- 6.6 The Bank also may provide the Client with the HB Service or the MC Service to other accounts with the Bank, if the account holder has authorized the Client to have access to data regarding the Client or these accounts or to operate these accounts through the HB Service or the MC Service provided by the Bank to that Client as an HB Client or an MC Client to the extent specified in a special power of attorney.
- 6.7 An HB Agreement or an MC Agreement also includes other contractual documents relating to the HB Agreement or to the MC Agreement or to providing and using such Service by the Client. Unless otherwise agreed by the parties to the agreement, any annex to an HB Agreement or an MC Agreement may be amended throughout the duration of the contractual relation with the consent of both parties by replacing it with a new annex meeting the same formal requirements. The parties hereto have agreed that the completed part of a new annex shall replace in full the data specified in the same part of the preceding annex while those parts which are left blank in the new annex shall remain in effect as specified in the preceding annex, unless the manner of changing data is set forth in the annex or the parties to the agreement have agreed otherwise. Data specified in any modified annex to an HB Agreement or an MC Agreement shall take effect on the Business Day immediately following the day on which the change was approved by both parties to the agreement unless otherwise specified in the annex.
- 6.8 After entering into an HB Agreement or an MC Agreement, the Bank shall hand over to the Client the necessary HB software or MC software on a medium, together with the user's manual containing instructions

for using the HB Service or the MC Service. These facts shall be mutually confirmed by the Bank and the Client in a written protocol.

- 6.9 After entering into an HB Agreement, the Bank shall ensure creation of an activation file and, upon request of the HB Client, also the installation and demonstration of operability of the HB software in the HB Client's premises. After entering into an MC Agreement, if the MC Client's requests so, the Bank shall directly in the MC Client's premises perform or ensure the installation and demonstration of operability of the whole MC software or the installation and demonstration of some parts of the MC software into the pre-existing MC software in the MC Client's premises.
- 6.10 The Bank may change the HB or MC software. The Bank shall notify the Client of this change and shall deliver to the Client the new HB or MC software. The Client may request the Bank to reinstall the HB or MC software or part thereof.
- 6.11 After termination of an Authorised Person's power of attorney granted by a Client in an Application to an HB Agreement or in an Application for an MC Agreement or in a separate proxy of attorney, the Client shall advise the Bank of this fact without undue delay and shall deliver to the Bank an updated Application for an HB Agreement or Application for an MC Agreement. The Client shall be liable for damages caused by reason of breaching of this obligation.
- 6.12 After the installation of the HB or MC software, each Authorised Person that has at least one of the "Signing" or "Communication" access rights shall, by using his HB or MC software, generate his secret and public Electronic Signature keys. Within 3 working days of receiving the HB or MC software, the Client shall hand over all public keys of the Electronic Signature of Authorised Persons in the electronic form on a medium together with protocols on which the Bank and the Client shall mutually confirm this fact in writing. If the Client fails to meet this duty duly and timely, the Bank may opt not to permit the Client the access to this HB Service or MC Service until he meets this duty.
- 6.13 Any Authorised Person and, in the HB or MC System also the Bank, may change or cancel its secret key and the associated public key of the Electronic Signature. The party to the agreement that has made the change shall hand over the new public key of Electronic Signature to the other party to the agreement without undue delay. The cancelled public key of Electronic Signature shall be retained by the Client or the Bank for 6 months from the day it was cancelled.
- 6.14 Each Authorised Person shall take all measures needed to protect from disclosure his access password to the HB or MC system and his secret key of the Electronic Signature key, in order to protect it from accessing or misusing by an unauthorised person, and shall use these Security Objects subject to the conditions and rules prescribed for using them as well as the principles set forth in Article 3 Electronic Banking of these Business Conditions. The security principles must be observed in using these Security Objects and therefore breach of these duties shall be regarded gross negligence and a serious breach of these Business Conditions. The Bank shall not be liable for damages caused by breaching this obligation by an Authorised Person. The parties hereto have agreed that the Client shall be responsible in full for performing any duty of an Authorized Person under an HB or MC Agreement, Business Conditions, GBCs or a user manual by any Authorized Person. The Bank and the Client have agreed that the provisions of section 12 of the Payment Services Act shall not apply in its entirety to the contractual relationship between the Bank and the Client based on an HB Agreement or an MC Agreement.
- 6.15 The Bank and the Client have agreed that the creation and use of an Electronic Signature that is the subject of performance under an HB Agreement or an MC Agreement shall only be governed by the provisions of the HB Agreement or of the MC Agreement and applicable provisions of these Business Conditions, and shall not be subject to the provisions of the Act 215/2002 on Electronic Signature and on Amending and Supplementing Some Laws or any other generally binding legal regulation which has superseded this law.
- 6.16 A Client has the right to use an installed HB or MC software exclusively in accordance with the HB Agreement or the MC Agreement, Business Conditions and the GBCs, and must comply with the procedures set out in the HB Service or the MC Service operating manual, and in doing so the Client shall follow the provisions of paragraph 3.24 herein where applicable. If the Client breaches this duty, he shall be liable for all damages caused. The Bank and the Client have agreed that the provisions of section 32(1) of the Payment Services Act shall not be used in relation to the user's manual. The Bank and the Client have agreed that the Bank may change the user's manual with immediate effect, unless the Bank determines otherwise.
- 6.17 The Bank cannot contact a Client through the HB Service or MC Service on its own initiative. The Bank may prepare for the Client various messages, i.e. text messages and files which contain updates of the Business Conditions, GBCs, results of the execution of Orders, requests, notifications, inquiries, information, a new public key of the Bank's Electronic Signature, various business messages, etc. These messages are delivered to the Client after establishing his connection with the Bank. The Client agrees to this form of sending messages through the HB Service or the MC Service. The Client shall pay due attention to all messages delivered by the Bank as such message is binding for the Client from the moment it was delivered by the Bank, unless the Bank has determined otherwise. The Client shall be liable for damages caused by breaching this duty. The Bank and the Client have agreed that the provisions of section 32(1) of the Payment Services Act shall not apply to such messages.

- 6.18 All Orders and messages delivered to the Bank shall be signed by a valid Electronic Signature, and the Orders shall comply with HB Limits determined by the HB Client in an Application for an HB Agreement or MC Limits determined by the MC Client in an Application for an MC Agreement, otherwise the Bank shall refuse these Orders and messages and shall not execute such Orders. Any communication between an Authorised Person and the Bank through the HB Service or the MC Service is only possible with the use of a valid Electronic Signature, otherwise the Bank shall refuse to communicate with the Authorised Person.
- 6.19 In each Order delivered to the Bank through the HB Service, the Client shall state the value date of the Order or may order the Bank in this Order to execute the Order immediately upon its delivery. The Client may also use the HB Service for delivering to the Bank Instructions with Conversion to make transfers to an Account/account with the Bank or Instructions with Conversion denominated in the local currency to transfer funds to an account with other bank in Slovakia.
- 6.20 The Client may use the MC Service for delivering to the Bank an Order in which he orders the Bank to execute the Order without undue delay upon receipt of the Order by the Bank or to execute it at a future date. The Client may also use the MC Service for delivering to the Bank Orders with Conversion to make funds transfers to an Account/account with the Bank or Instructions with Conversion denominated in the local currency to make transfers to an account with other bank in Slovakia.
- 6.21 An Order in which the Client states as the value date the Business Day on which this Order is delivered to the Bank (same-date Order), i.e. the current value date, shall be executed by the Bank if this Order is delivered to the Bank before the deadline set by the Bank by Publication. After this deadline set by the Bank by Publication, the Bank only accepts Orders with the value date on the immediately following Business Day or later. In case, the Order will be delivered after this time, the Bank is authorized to execute such Order with the value date of the next Business Day. An Order with a future value date shall be executed by the Bank on the value date of that Order.
- 6.22 The Bank shall execute a delivered same-day Urgent Instruction and a Cross-Border Instruction of the Client immediately upon receipt by the Bank for processing, on condition that the Client has delivered the Order to the Bank before the deadline set by the Bank by Publication. The Bank shall execute the Client's delivered Urgent Instruction and a Cross-Border Instruction with a future value date on the date which the Client has indicated as the value date of that Order. The latest possible future value date which the Client may state for an Urgent Instruction and a Cross-Border Instruction is 30 calendar days from the day on which the Order is delivered to the Bank, and such value date cannot be a non-business day or a bank holiday.
- 6.23 The execution of Instructions with Conversion by the Bank shall be subject to the provisions of point 3.18 herein where applicable. In an Instruction with Conversion, the Client shall state the same-day value date and at the same time shall instruct the Bank to execute such Order without undue delay after receiving it for processing. If the Client delivers such Instruction with Conversion after a deadline set by the Bank by Publication, the Bank shall not execute such Instruction with Conversion. Before delivering an Instruction with Conversion through the HB Service, the HB Client shall procure through the HB Service the Bank's current currency exchange rate list, otherwise the Bank shall refuse to accept and execute such Instruction with Conversion from the Client.
- 6.24 The Bank shall execute Cross-Border Instructions delivered by the Client only if the Cross-Border Instruction is correctly filled out by the Client. A correctly filled out Cross-Border Instruction in this case is a correctly filled out Bank-prescribed form in the HB or MC System as set forth in the user manual for the HB Service or the MC Service.
- 6.25 The Client shall not revoke same-day Orders delivered by the Client to the Bank containing an order to execute the Order immediately upon delivery, nor shall he revoke same-day Urgent Instructions and Cross-Border Instructions through the HB Service. The Client may revoke through the HB Service same-day Orders which do not contain the order to execute the Order immediately upon delivery and Orders with a future value date before the deadline set by the Bank by Publication. The Client shall not revoke through the MC Service any Orders delivered by the Client to the Bank.
- 6.26 It is the Client's responsibility to ensure that Orders delivered to the Bank are proper, complete, true, executed in accordance with these provisions of the Business Conditions, GBCs and with generally binding legal regulations in effect and with normal business practice, and that the funds on the Account/account, from which the Bank is ordered to execute the transaction, are sufficient. If this duty is not fulfilled, the Bank shall refuse to execute the Order, and in this case the Bank shall not be liable for damages incurred by the Client by reason of the Bank's refusal to execute the Order. The Bank need not verify whether the data given in delivered Orders are complete, factually correct and true.
- 6.27 After receiving Orders through the HB Service, the Bank shall automatically carry out a formal inspection. Shortcomings identified by this inspection are recorded in a separate shortcomings list which the Bank forwards to the Client. When the Bank receives an Order and declares it formally correct, the Bank still may elect not to execute the Order.
- 6.28 By delivering an electronic file with Orders through the HB Service File Transfer, the Client gives the Bank an Instruction to execute all Orders contained in the delivered electronic file. The number of Orders which the Client may deliver to the Bank in this manner in one electronic file is limited, and the limit is set by the Bank by Publication. The Bank may change the limit in response to changes in the technical capabilities of the Electronic Service concerned. The Bank shall execute Orders contained in an Orders electronic file delivered

by the Client through the File Transfer only if the whole Orders electronic file is signed by the valid Electronic Signature and at the same time if all conditions for Order execution set forth in point 6.18 are met for each single Order contained in such file, except that each single Order in such file need not be signed with an Electronic Signature. The Bank shall reject and shall not execute the Client's Orders contained in an electronic file delivered to the Bank through the File Transfer if such file contains any Instruction with Conversion, Cross-Border Instruction or Urgent Instruction or if the Client does not respect the time for submitting an Order set by the Bank by Publication.

- 6.29 The contractual relationship between a Client and the Bank based upon an HB Agreement or an MC Agreement may be terminated by:
- (a) a written notice of termination by the Client without giving a reason, taking effect 3 business days after the delivery of the notice
 - (b) a written notice of termination by the Bank without giving a reason. The notice period starts on the day immediately following the delivery date of the written notice and ends on the last day of the calendar month in which the notice has been delivered to the Client, in this case the provisions of section 33(3) of the Payment Services Act shall not apply to the contractual relationship established between the Bank and the Client under an HB Agreement or an MC Agreement,
 - (c) a written notice of termination of a Current Account Agreement delivered to the Bank by the Client in accordance with the Current Account Agreement, if at the time of terminating the Current Account Agreement the Bank is providing the Electronic Service concerned to the Client only on the Account opened and maintained by the Bank under the Current Account Agreement concerned; in such case the contractual relation shall be terminated at the end of the notice period set in the Client's notice,
 - (d) the Bank's written notice of termination taking effect on the day the notice is delivered, by reason of the Client's fraudulent actions or breach of the Client's duty under an agreement or required by law,
 - (e) terminating the contractual relation between the Bank and the Client based on a Current Account Agreement otherwise than as set forth in subparagraph c), if at the time of the termination of the Current Account Agreement the Bank is providing the HB Service or the MC Service to the Client only on an Account opened and maintained by the Bank under the Current Account Agreement concerned,
 - (f) upon lapse of a power of attorney granted by the account holder to the Client in a special authorization to operate the Account through the HB Service or the MC Service, if at the time of terminating that power of attorney the Bank is providing the Electronic Service concerned to the Client only on the Account specified in the said authorization.

When terminating an HB Agreement or an MC Agreement the Bank and the Client have also agreed that the provisions of section 33 of the Payment Services Act shall not apply in its entirety.

- 6.30 Subject to paragraph d) of point 6.29 or for other reasons of special importance, the Bank may block the HB Service or the MC Service. Information accepted before the blockage shall be processed by the Bank in the usual way.
- 6.31 On the day the contractual relationship is terminated, the Client shall stop using the HB software and remove the HB software from all computers on which it has been installed.
- 6.32 The Bank and the Client have agreed that the provisions of sections 32(1), 32(3), 38 to 43, 44(1) and 44(4) of the Payment Services Act in their entirety shall not apply to the contractual relationship established between the Bank and the Client under an HB Agreement or an MC Agreement.

7. Making an Overdraft Loan Agreement through SporoTel

- 7.1 Through the SporoTel service the Client may apply to the Bank for an overdraft loan on conditions set forth herein and provided that he proves his identity beyond doubt by stating his Identification Datum and Authentication Datum, and/or by other Security Objects. If any doubts arise, the Bank may require additional identification of the Client, or may refuse to make an overdraft loan to the Client through SporoTel.
- 7.2 If a Client applies to the Bank for an overdraft loan through SporoTel as described in point 7.1 herein, the Bank shall propose to the Client through SporoTel to make an Overdraft Loan Agreement with the content as set forth in point 7.6 herein and on conditions set forth in point 7.5 herein. Through SporoTel the Bank shall provide the Client with information on the overdraft loan to the extent set forth in subsections a) to d), g) to i) and partly also x) of point 7.6 herein.
- 7.3 The parties hereto have agreed that the Overdraft Loan Agreement with the content as set forth in point 7.6 herein and in the GBCs shall be made in the moment the Bank's agreement proposal is accepted by the Client and the Bank notifies the Client of accepting for execution the Order to pay the Charge for the overdraft loan application through SporoTel. The acceptance of the Bank's proposal by the Client in the preceding sentence means the Client's expression of his consent to enter into the Overdraft Loan Agreement and to give through SporoTel a Certification Datum for the Order to pay the Charge for an overdraft loan application through SporoTel in the amount set forth in subsection g) of point 7.6 herein.
- An Order to pay the Charge for an overdraft loan through SporoTel shall state the details listed below:
- (a) Account number of the Client – payer of the Charge to whom the Bank is going to provide the overdraft loan,

- (b) beneficiary's account number – shall be set by the Bank by Publication,
- (c) transfer amount – identical with the amount of the Charge for an overdraft loan application through SporoTel,
- (d) currency abbreviation – SKK,
- (e) constant symbol – shall be set by the Bank by Publication,
- (f) variable symbol – due date of the loan,
- (g) specific symbol – amount of the overdraft loan,
- (h) narrative for the beneficiary – I agree that the details of this loan and of myself may be disclosed as set forth in subsection x) of point 7.6 herein,
- (i) due date – identical with the date on which the Bank submitted to the Client the proposal to make an Overdraft Loan Agreement,
- (j) irrevocability of the Order.

If an Order to pay the Charge for an overdraft loan does not state the details set forth in the preceding sentence, then the Bank's proposal to enter into an Overdraft Loan Agreement has not been accepted. By delivering the said Order to pay the Charge for an overdraft loan, the Client gives his consent in the extent of and as set forth in subsection x) of point 7.6 herein.

The Bank's proposal to enter into an Overdraft Loan Agreement expires, if it has not been immediately accepted by the Client, even if the communication through Electronic Services between the Bank and the Client has been interrupted or terminated prior to the acceptance of the proposal.

7.4 If an Overdraft Loan Agreement between the Bank and the Client is made as set forth in point 7.3 herein, the Bank shall permit the Client to draw an overdraft loan no later than within seven business days. After entering into the Overdraft Loan Agreement the Bank shall provide the Client with information on the number of the overdraft loan granted.

7.5 Conditions on which an overdraft loan is made:

- a) the Client is the holder of the Account for which he requests the overdraft loan, and at the same time the Client has the right to operate the funds on this Account also through Electronic Services;
- b) the overdraft loan shall be made on the Account for which the Bank provides Electronic Service to the Client; if the Bank provides Electronic Services to the Client for more than one account, the Client in his overdraft loan application shall indicate on which Account the requested overdraft loan should be made.

7.6 The contents of an Overdraft Loan Agreement:

- a) the loan limit shall be set by the Bank; in doing so the Bank shall communicate with the Client through SporoTel,
- b) interest rate – variable, set by the Bank by Publication,
- c) interest due dates – annually, as of December 31 of a calendar year or on the day the Overdraft Loan Agreement is terminated, provided that the termination takes place before December 31 of the calendar year,
- d) final due date of the overdraft loan – the due date is the last day of the one-calendar-year-long period starting on the day the Overdraft Loan Agreement was made. If an Overdraft Loan Agreement is extended as set forth in subsection t) of this point, then the due date of the overdraft loan is extended by the same time as the term of the Overdraft Loan Agreement is extended, i.e. by 1 year.
- e) interest for delay – set by the Bank by Publication,
- f) interest for overdrawing the loan limit – set by the Bank by Publication,
- g) Charge for an overdraft loan application through SporoTel – set by the Bank by Publication,
- h) overdraft loan maintenance charge - set by the Bank by Publication,
- i) Charge for providing an overdraft loan - set by the Bank by Publication and payable upon making the agreement,
- j) the Bank shall make an overdraft loan to the Client's Account determined as set forth in subsection b) of point 7.5 herein,
- k) the Bank as the lender undertakes to make an overdraft loan to the Client as the borrower by executing the Client's orders to transfer or to draw funds from the Account on which the overdraft loan has been made, even if the Client has no claim from the Account established by crediting payments to the Account or by cash deposits on this Account, and this up to the loan limit. The Client may request drawdown of an overdraft loan until the loan's final due date, up to the loan limit set as described in subsection a) of this point,
- l) the Bank may refuse to execute a Client's request for transfer or withdrawal of funds if it exceeded the loan limit,
- m) if the amount of an overdraft loan drawn down before the final due date exceeds the loan limit set as described in subsection a) of this point, the Client shall pay to the Bank the agreed upon interest charges and interest for overdraft on the amount of drawn down funds exceeding the loan limit,
- n) the Client shall repay the overdraft loan within the agreed upon time, shall pay interest charges, Charges and costs relating to the overdraft loan when due, and shall comply with the provisions of the Business Conditions and GBCs,

- o) an overdraft-loan claim of the Bank as the lender consists of the principal amount, interest charges, interest for delay, Charges and all fees and expenses of the Bank relating to the overdraft loan,
- p) if a Client fails to repay the principal amount, interest charges, interest for delay, charges and other expenses relating to the overdraft loan, then the Client shall immediately pay interest for delay upon the Bank's request,
- q) if a Client's financial behaviour changes, the Bank may unilaterally reduce the loan limit previously agreed upon with the Client as set forth in subsection a) of this point, and the Client agrees to this reduction. The Client shall be notified in writing of the change in the loan limit (new loan limit). The Client undertakes to repay the amount exceeding a new loan limit upon written request of the Bank and within the time set by the Bank in that request. If the amount exceeding a new loan limit is not repaid within the time set in a written notice, the outstanding amount shall be regarded as an unauthorised overdraft of the loan limit and shall be subject to the interest for overdraft. The Client promises to pay to the Bank all Charges relating to a change in the loan limit.
- r) the Bank and the Client have agreed that due fees and interest charges shall become part of the principal amount on their due date,
- s) an overdraft loan including interest charges accrued throughout the agreed upon term of the overdraft loan shall be immediately payable and due on the day the Bank learns that the data supplied by the Client on his special relationship to the Bank as set forth in the Bank Act 483/2001 are untrue,
- t) an Overdraft Loan Agreement is made for a definite period of time, for one year from the day of entering into this agreement pursuant to point 7.4 herein. An Overdraft Loan term is always extended by one year, unless the Client notifies the Bank, not later than one month before the expiry of the Overdraft Loan Agreement, that he does not wish to extend the term of the Overdraft Loan Agreement, but until a maximum of 65 years of age of the Client, unless otherwise agreed.
- u) a Client may terminate an Overdraft Loan Agreement only in writing. The notice of termination takes effect 8 days from the date of its delivery to the Bank. If the Client does not repay and settle all his obligations under this agreement within 8 days, the notice of termination shall take effect upon the full repayment and settlement of the Client's obligations.
- v) the Bank may terminate an Overdraft Loan Agreement in writing, if the Client has not drawn the granted overdraft loan during 6 consecutive months. The Bank may also terminate an Overdraft Loan Agreement in the cases specified in the GBCs and in accordance with the GBCs.
- w) unless otherwise stated herein, an Overdraft Loan Agreement may only be changed in writing, except for a change in the loan limit. A loan limit may also be changed upon the Client's request delivered to the Bank in a manner set forth in point 7.1 herein, without prejudice to the provisions of subsection g) of this point. The making of amendments to an Overdraft Loan Agreement shall be subject to applicable provisions of points 7.3 and 7.4 herein.
- x) the Client agrees to the disclosure of all details on all loans and bank guarantees granted to the Client, details on Receivables and details on Securities given by the Client to the Bank in connection with the granted loans and bank guarantees, details on Securities given by the Client for the repayment of loans and bank guarantees, and details on the Client's creditworthiness and trustworthiness from the viewpoint of the repayment of the Client's liabilities, including data obtained by the Bank during negotiations on making this Bank Business which are subject to the bank secret protection in the extent determined by the Act 483/2001 on Banks and on Changing and Amending Some Laws as amended, and on personal data protection under a special regulation; with the list of personal data, the purpose of their processing, conditions of gathering, and the list of persons concerned set forth in the Act 483/2001 on Banks and on Changing and Amending Some Laws as amended. The Client agreed that the data set out in the preceding sentence may be disclosed to: the auxiliary banking services company which runs a joint bank information register under the Act 483/2001 on Banks and on Changing and Amending Some Laws as amended, entities authorised to process data in the joint bank information register subject to conditions set forth in a special law, National Bank of Slovakia as well as to banks and affiliations of foreign banks pursuant to the Act 483/2001 on Banks and on Changing and Amending Some Laws as amended.
- y) If, for whatever reason, the Client's consent pursuant to the preceding subsection of this section is no longer in effect and in force, the Client shall deliver to the Bank, while the Overdraft Loan Agreement is in effect and in force, once a year not later than on July 15 of the calendar year, a document evidencing the status of all loans and credits granted to the Client and the status of the repayment thereof as of July 30 of the calendar year in all banks which participate in data sharing in the joint bank information register pursuant to section 92a of the Bank Act 483/2001. The Client shall also perform this duty at any time upon request of the Bank within the time specified by the Bank in a written request. The Client shall procure the document under this subsection at his own cost. If the Client breaches this obligation, the Bank may act as set forth in point 7.6 Cases of Breach of the GBCs.

7.7 The interest rates set out in point 7.6 herein take effect on the day the Overdraft Loan Agreement is made. Changes in any interest rate are governed by the GBCs.

7.8 The parties hereto have agreed that the application pursuant to point 7.1 herein is not considered an application for making an Overdraft Loan Agreement. It is the Bank's right, but not obligation to submit to the Client a proposal to make an Overdraft Loan Agreement as set forth in point 7.2 herein.

8. Charge Card

- 8.1 Based on an agreement on issuing and using a Payment Card – Charge Card, the Bank shall open a Card Account for the Client, and a Card Framework Limit or a Total Card Framework Limit shall be specified in the Agreement between the Bank and the Client, i.e. under the Agreement the Bank as a lender will grant the Client as a borrower funds up to the limit set out in the agreement on issuing and using a Payment Card, and the Client undertakes to disburse the granted funds and to pay interest. The Client may draw funds up to the Card Framework Limit and the Total Card Framework Limit only through a Charge Card or Charge Cards issued for the Card Account. The Bank and the Client have agreed not to apply that part of section 709 of the Commercial Code under which the Bank, on the basis of a written Payment Order, other Order or Instruction, is obliged to make electronic transfers from an Account in the name of the account holder to persons determined by the account holder, without prejudice to the provisions of the preceding sentence.
- 8.2 Under an agreement on issuing and using a Payment Card – Charge Card, the Bank shall issue a Charge Card. The Bank shall not issue a Charge Card for reasons worth special regard. A precondition to issuing a Charge Card for a Card Account is mainly the Client's (Card Account holder's) consent to making collections from an Account or from an account with other bank, the Account/account being owned by the Client, regular payments credited to the Account/account being considered by the Bank as sufficient and the Bank being able to make collections from the Account/account.
- 8.3 The Bank shall grant the Client a credit on the day an agreement on issuing and using a Payment Card – Charge Card is entered into.
- 8.4 The Bank's claim from a Card Framework Limit or a Total Card Framework Limit consists of the principal amount, parts and accessories thereof, the principal amount including also the interest, expenses and Charges relating to the Card Framework Limit or the Total Card Framework Limit, and the Card Account Holder undertakes to disburse to the Bank this claim from the Card Framework Limit or the Total Card Framework Limit. The Card Account Holder shall disburse to the Bank the Card Framework Limit or the Total Card Framework Limit not later than on the 10th day of the next calendar month after the month in which the Client and the Bank entered into an agreement on issuing and using a Payment Card, i.e. the 1st interest-bearing period.
- 8.5 If a Card Account holder fails to disburse the Bank's claim from the Card Framework Limit or the Total Card Framework Limit by the end of the first interest-bearing period, then the due date of the Card Framework Limit or the Total Card Framework Limit shall be extended until the last calendar day of the month in which the first interest-bearing period ends, i.e. the so-called 2nd interest-bearing period. If the Card Account holder fails to disburse the Bank's claim from the Card Framework Limit or the Total Card Framework Limit by the end of the first interest-bearing period, then he shall pay to the Bank an interest charge in the amount set by the Bank by Publication. The interest charge shall accrue from the day of the first drawing of the Card Framework Limit or Total Card Framework Limit in the first interest-bearing period until the end of the second interest-bearing period.
- 8.6 If a Card Account holder does not disburse the Bank's claim from the Card Framework Limit or the Total Card Framework Limit by the end of the 2nd interest-bearing period, then the Card Account holder is late on his payments from the first day after the end of the 2nd interest-bearing period, and the Bank may apply to the claim an interest for delay set by the Bank by Publication on a daily basis, the interest for delay applying to the period from the first day of delay (inclusive) to the day immediately preceding the day on which the Bank's claim is disbursed from the Card Framework Limit or the Total Card Framework Limit (inclusive).
- 8.7 On the last day of a calendar month, the Bank shall prepare a statement of a Card Account showing the Bank's total claim from the Card Framework Limit or the Total Card Framework Limit. The Bank shall collect its total claim from the Card Framework Limit or the Total Card Framework Limit from the Account/account on which the Card Account holder has permitted to make collections to be credited to the Card Account. With the consent of the Bank the Client may also repay the Bank's claim under point 8.4 herein by electronic funds transfer from an Account or account to the Card Account or in other appropriate manner.
- 8.8 If the Client fails to duly disburse the Bank's claim from the Card Framework Limit or the Total Card Framework Limit by the end of the first-interest-bearing period or if he fails to disburse the Bank's claim from the Card Framework Limit or the Total Card Framework Limit or part thereof when due, then the Bank may block the Charge Card and, from the first day of delay, charge interest for delay on the claim at a rate for delay which is set by the Bank by Publication.
- 8.9 The Client shall not exceed the agreed upon Card Framework Limit/Total Card Framework Limit for the Card Account, otherwise the Client shall be liable for damage caused by exceeding the limit. If the Client exceeds the agreed upon Card Framework Limit/Total Card Framework Limit in violation of the Agreement, then the Bank may charge the Client a fee set out in the Service Charge List for exceeding this framework limit. The Bank may charge interest for overdraft on the amount withdrawn above the Card Framework Limit or the Total Card Framework Limit, the rate of interest for overdraft being set by the Bank by Publication.

- 8.10 The Bank may declare an early repayment of a Card Framework Limit or a Total Card Framework Limit in the event of termination of the contractual relation between the Bank and the holder of the Card Account under an agreement on issuing and using a Payment Card – Charge Card, and in this case the Card Account holder shall repay this Card Framework Limit or Total Card Framework Limit within time set by the Bank in an early repayment notice. The Card Account shall be terminated on the same day as the agreement on issuing and using a Payment Card on the basis of which the Client's Card Account was opened. The Card Holder's right to use the Charge Card also expires on the same day.
- 8.11 The contractual-legal relationship which will be established between the Bank as a creditor and a Card Account holder/Card holder with respect to the drawing and disbursing of a Card Framework Limit or a Total Card Framework Limit shall be governed, where applicable, by the provisions of Article 7 – Loans of the GBCs which regulate the contractual-legal relationships between the Bank and the Client based on a loan agreement.

C. FINAL PART

9. Charges, remunerations, costs

- 9.1 For services provided by the Bank, the Client shall pay the Bank Charges as set forth in the Service Charge List in effect on the day the paid-for service is provided or Charges agreed upon in the Agreement.
- 9.2 The application of charges, remunerations and expenses is detailed in the GBCs.

10. Customer complaint proceedings

- 10.1. The Bank and the Client have agreed that all legal relationships relating to the filing and handling of customer complaints and suggestions relating to the accuracy and quality of provision of Electronic Services and Payment Cards by the Bank and which are not explicitly governed by these Business Conditions shall be governed by the Customer Complaint Rules.
- 10.2 The Bank and the Client have also agreed that the Bank may amend the Customer Complaint Rules for reasons stated in points 11.7 (a) to (f) of these Business Conditions. The Bank shall amend the Customer Complaint Rules by Publication and such amendment shall take effect on the date specified in the Customer Complaint Rules. The complete text of the Customer Complaint Rules shall be set by the Bank by Publication.

11. Miscellaneous provisions

- 11.1 The Client declares that all funds with which the Client or an Authorised Person performs Bank Business are his property and that he is performing the Bank Business on his own account. This declaration is regarded as true and repeated in each execution of Bank Business, unless the Client declares otherwise in writing. If the funds with which the Client or Authorized Person perform a Bank Business are not the Client's property or if a Bank Business is to be done on other person's account, then the Client or the Authorized Person undertakes to deliver to the Bank a written declaration stating the first name, last name, identity number or date of birth and permanent address of the natural person or the name, registered office and registration number, if any, of the legal entity which owns the funds and on the whose account is the Bank Business to be done, together with that person's written consent to use its funds for performing the Bank Business and to perform the Bank Business on its account.
- 11.2 If any provision of the Business Conditions or any Agreement between the Client and the Bank becomes invalid or unenforceable, this shall have no effect on the validity and enforceability of the other provisions of these Business Conditions or the Agreement. In this case, the parties to the agreement undertake to replace invalid or unenforceable provisions by provisions that should be valid and enforceable and whose legal meaning and effect shall be as close as possible to those of the provisions which they replace.
- 11.3 All Agreements entered into between the Bank and the Client become valid and take effect on the day they are signed, unless otherwise agreed in the Agreement.
- 11.4 Unless the Bank and the Client agreed otherwise, all Agreements entered between the Bank and the Client in writing may be amended or supplemented only in writing and such an amendment shall be signed by both parties to the Agreement.
- 11.5 All Agreements entered into between the Bank and the Client shall be drawn up in such a number of originals that each party to the Agreement receives one original, unless otherwise agreed.
- 11.6 Legal relations between the Bank and the Client, which are governed neither by the Agreement nor by these Business Conditions, are subject, at the discretion of the parties hereto, to the GBCs and generally binding legal regulations in this order.
- 11.7 The Bank is authorized to amend or supplement these Business Conditions (and it is understood that an amendment is also the replacement of the Business Conditions in whole or in part by special business conditions), and if agreed with the Client, the Bank is also authorized to change the particular conditions of an Agreement, for the reasons below:
- (a) change of the applicable legal regulations, or

- (b) changes in the bank or financial market, that may objectively influence the provision of Bank Products or conditions of providing them, or
- (c) changes in the technical possibilities of the provision of Bank Products, or
- (d) securing the safe functioning of the bank system, or
- (e) securing prudent banking business of the Bank and banking stability, or
- (f) quality improvement and simplification of the provision of the Bank Products or the extension of the portfolio of Bank Products offered, in order to ensure the security of Electronic Services and Payment Card use, to minimize the risk of illegal actions relating to the misuse of Electronic Services, Security Objects (e.g. phishing) or Payment Cards.

The Bank shall determine the current wording of the Business Conditions or a particular condition of an Agreement by Publication, no later than two months before the change takes effect, except for changes relating to an HB Agreement, MC Agreement or an Agreement on providing the SporoPay Service which shall be set by the Bank by Publication no later than 15 calendar days before the particular change takes effect. The Client may express his disagreement with such a change by a written notice delivered to the Bank within two months of the determination of such a change by Publication, and in the case of changes in an HB Agreement, MC Agreement or an Agreement on providing the SporoPay Service within 15 calendar days of the day on which such change has been set by Publication. Otherwise, the amendments and supplements shall take effect on the day specified in them, if, after the Publication of the Business Conditions, or the particular condition of an Agreement, the Client (i) takes any action in relation to the Bank, or (ii) continues to accept the banking services from the Bank in such a way that from that situation it is obvious that he wishes to continue with the existing contractual relationship with the Bank, or (iii) confirms by his actions that he knows the wording of the amended or supplemented Business Conditions or the particular condition of an Agreement. If the Client expresses disagreement with such a change within the above time limit and if no agreement is reached, the Client may terminate his contractual relation with the Bank with immediate effect, and if the reason for the termination is disagreement with a change in the provision of payment services as set forth in a special regulation, then the Client may terminate the contractual relation free of Charge.

11.8 Repealed.

11.9 The Bank and the Client have agreed that the notification of the Client by Publication is also regarded as the delivery of information on amending the Business Conditions.

11.10 These Business Conditions shall take effect on September 10, 2002. All contractual relations between the Client and the Bank entered into after the effective date of these Business Conditions are subject to these Business Conditions, unless otherwise stated herein. The contractual relations that were governed by any original business conditions shall only be subject to these Business Conditions from the effective date of these Business Conditions onwards. The Client agrees that these Business Conditions supersede in full the original business conditions and similar documents of the Bank and such agreements shall only be subject to these Business Conditions unless otherwise stated herein.