

# BUSINESS TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC BANKING SERVICES - ENTREPRENEURS AND COMPANIES

## INTRODUCTION

UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 - Michle, Registration No.: 649 48 242, registered with the Companies Register of the Municipal Court in Prague, section: B, insert No.: 3608, within the framework of pursuing banking activities in the territory of the Slovak Republic through UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava, Registration No.: 47 251 336, registered with the Companies Register of the Bratislava I District Court, section: Po, insert No.: 2310/B (hereinafter referred to as **“the Bank”**), provides its customers - entrepreneurs (hereinafter referred to as **“the Account Owner”**) and other Users with the electronic banking services which are defined in the Overview of Services and Parameters of Electronic Banking (hereinafter referred to as **“the Overview of Services and Parameters”**), which the framework of which (the services) it is possible to communicate with the Bank, in relation to the use of the selected banking services, in the way agreed, namely with the use of the Internet network, public telecommunication networks or networks of mobile operators (hereinafter referred to as **“the Electronic Banking Services”**).

These Business Terms and Conditions for the Provision of Electronic Banking Services - Entrepreneurs and Companies (hereinafter referred to as **“the Business Terms and Conditions”**) lay down the binding rules for the relationships between the Bank and the Client in connection with the provision of Electronic Banking Services.

These Business Terms and Conditions are also binding for the relationships following from other agreements which stipulate so expressly. These Business Terms and Conditions constitute an integral part of the Agreement on Electronic Banking Services Provision concluded between the Bank and the Account Owner (hereinafter referred to as **“the Agreement”**) and are binding for the Client since the effective date and validity date of the Agreement or any other agreement on the basis of which the Electronic Banking Services are provided, in the wording of changes, if any, made in compliance with the wording of these Business Terms and Conditions.

## I. GENERAL PROVISIONS FOR THE PROVISION OF EB SERVICES

- 1 The Bank provides the Electronic Banking Services to the selected banking services under the terms and conditions stipulated in the relevant Agreement and also in compliance with the valid legal regulations, General Business Terms and Conditions for the Performance of Banking Deals (hereinafter referred to as **“the GBT&C”**), these Business Terms and Conditions, Business Terms and Conditions for the Provision of Payment Services, Business Terms and Conditions for the Issuance and Use of Credit Cards, in compliance with the relevant Pricelist of Banking Services for the determined clientele segment (hereinafter referred to as **“the Pricelist”**) and, as the case may be, according to further contractual documentation depending on the type of the agreed Electronic Banking Service.
- 2 These Business Terms and Conditions govern the way of performing electronic payment system, communication between the Bank and the Client in electronic way, transmission and storing of data used (i) by the Bank as basis for the processing of the Client's payment orders in both domestic and foreign payment systems, including other instructions of the Client. Moreover, (ii) they are used by the Client as information database about balances on its accounts maintained with the Bank and about transactions made on these accounts and also about other relevant banking information.
- 3 The Client is using the Electronic Banking Services according to the Agreement and these Business Terms and Conditions in compliance with the relevant authorisations stipulated by licence conditions.
- 4 Single Electronic Banking Services are provided to the Client on the basis of the Agreement.

- 5 For the purposes hereof, a user of Electronic Banking Services shall mean the Account Owner if the Account Owner itself uses the Electronic Banking Services and then any other natural person who was granted by the Account Owner in the way compliant with these Business Terms and Conditions an authorisation to use banking services on its account by means of the Electronic Banking Services and these Electronic Banking Services were made available for that person by the Bank on the basis of an authorisation granted by the Account Owner and in compliance with the Business Terms and Conditions (hereinafter referred to as **“the User”**). By means of the authorisation for the User, the Account Owner gives consent to the Bank to the provision of the User with any information which would otherwise be subject to bank secret and also to receive documents, which will be sent by the Bank, on behalf of the Account Owner.
- 6 The term Client shall represent a joint denomination for the Account Owner and User (hereinafter referred to as **“the Client”**).

## **II. OVERVIEW OF SERVICES AND PARAMETERS**

- 1 In a special document titled Overview of Services and Parameters, the Bank is publishing the list of products and the description of single Electronic Banking Services, including information about the provided payment services, about means of communication and technical requirements on the Client's equipment, about security instruments and the way of using them, about maximum expenditure limits, about technical conditions for the receipt of notices of loss, theft, misuse or unauthorised use of a mean of payment, and also other related information. The Bank is publishing the Overview of Services and Parameters in their current wording on its web site and updates it from time to time; the Overview of Services and Parameters is also available at the Bank's branches.

## **III. SECURITY OF EB SERVICES**

- 1 In the Overview of Services and Parameters or in user manuals to single Electronic Banking Services, as the case may be, the Bank usually defines the security instruments for securing access of the User to the Electronic Banking Services (the so-called authorisation and authentication tools).
- 2 In the Overview of Services and Parameters, the Bank usually defines the identification signs for primary and secondary identification of the User during communication with the Bank.
- 3 Prior to the utilisation of a banking service by means of the Electronic Banking Services, the User is obliged to identify itself by the identification signs required by the Bank and defined in the relevant contractual documentation.
- 4 Secondary identification signs are used for communicating with the Bank if it is not possible to use the primary identification signs or any of them or in extraordinary cases which are worthy of special attention.
- 5 The Client is obliged to take any measures to ensure the security of the EB Services, in particular, to protect the security instruments and identification signs against misuse by an unauthorised person and to immediately inform the Bank about any misuse or suspicion of misuse of a service (for instance, in the case of loss or theft of security instruments). A description of measures that the Client is obliged to take to protect the security of the payment instrument and the secure notification method of the Bank to inform the Client in the case of any suspected fraud, in the case of fraud or security threat is specified in the Principles of Secure Communication and Data Protection constituting part of the Contract.
- 6 The Bank is entitled to block User's access to the Electronic Banking Services at its own initiative and/or upon request of the User in the case of misuse of Electronic Banking Services or if there is justified suspicion that such a misuse will or could occur. The User can anytime change valid passwords and PINs.
- 7 If the User serves a request for blocking access to the Electronic Banking Services, the Bank is obliged to take all the necessary security measures following the delivery of such a request. The cost connected with blocking access of the User to the Electronic Banking Services shall be borne by the Account Owner.

- 8 If the Account Owner blocks Security Instrument for the User on the basis of a written request delivered to the Bank, the User shall not be entitled to ask the Bank for unblocking the Security Instrument. In such a case, only the Account Owner can ask the Bank for unblocking the Security Instrument, namely on the basis of a written request delivered to the Bank.
- 9 The Client may not procure copies of the contents of programme media and is obliged to use solely such equipment which cannot, due to its errors, including virus, engender or make operation of systems impossible.
- 10 The Client is further obliged to allow the Bank, upon request of the latter, to check the fulfilment of single obligations connected with the operation of the Electronic Banking Services systems.

#### **IV. ELECTRONIC MAIL**

- 1 The Bank may provide the Client with information also by means of electronic mail.
- 2 For the purpose of transmission and disclosure of information and notices by the Bank to the Client in connection with the use of Electronic Banking Services, the environment of the relevant electronic banking application is deemed to be the agreed place of delivery. Information and notices sent by the Bank shall be deemed to have been delivered on the day of their delivery to the mail box of the relevant electronic banking application.
- 3 The Bank performs distribution of electronic mail messages (hereinafter referred to as “the EMMs”) to the Bank’s communication server. The Client is obliged to continuously collect EMMs from the Bank’s communication server. EMMs are deemed to have been collected by the Client on the day of their actual collection by the Client, otherwise on the 5th calendar day following their placement on the Bank’s communication server.

#### **V. OPERATION OF THE SYSTEM**

- 1 The Client is entitled to use the Electronic Banking Services 365 days a year, 24 hours a day.
- 2 The Bank can suspend or limit the use of systems for the period necessarily required for their maintenance or for data processing.
- 3 The Bank shall inform the Account Owner and/or User about all the relevant facts connected with the provision of Electronic Banking Services, changes to parameters of Electronic Banking Services and the like.
- 4 Prior to the making Electronic Banking Service available, the Bank shall secure, on the basis of a request from the Account Owner, a professional re-training of the Client for the use of the relevant Electronic Banking Service if the Electronic Banking Service is not provided to the Client by a third party, thus not by the Bank or by a person authorised by the Bank. If the relevant Electronic Banking Service is provided to the Client by other holder of licence rights, the Account Owner confirms by its signature attached to the Agreement that it has been fully acquainted with the Electronic Banking Service and does not require re-training by the Bank or by a person authorised by the latter for the use of the Electronic Banking Service.
- 5 At the beginning of the use of the relevant Electronic Banking Service, the Client is obliged to perform testing of the system of the Electronic Banking Service and to establish an initialization connection with the Bank.
- 6 The Bank shall provide for Clients a consultancy service connected with technical operation of Electronic Banking Services.

#### **VI. LIABILITY**

- 1 The Bank shall execute an instruction made by the Client by means of the Electronic Banking Service if the instruction is compliant with these Business Terms and Conditions, other terms and conditions of

the Bank for the services provided by the Bank, with related Electronic Banking Services and compliant with legal regulations.

- 2 The Bank shall be liable for damage under the terms and conditions stipulated by the GBT&C. Thus, in particular, the Bank shall be liable for damage:
  - a) suffered by the Client:
    - by misuse of the Electronic Banking Service by an unauthorised person on the Client's side;
    - by misuse of the system by an authorised person;
    - by a technical blackout on the Client's equipment;
    - by breakdown of telephone network or data network;
    - by breach of secrecy of delivered messages which the Bank could not influence;
    - by other circumstances which exclude liability of the Bank (Section 374 of the Commercial Code);
  - b) caused by the provision of incorrect or duplicate data or by incorrect use of the system by the Client or by the failure to comply with its obligation to immediately notify the Bank of suspicion of misuse of the system by a third party;
  - c) caused by the use of the system by the User after the Account Owner cancelled its right to dispose of the funds on the account without cancelling also access rights of the User in the systems of the used Electronic Banking Service by means of submission of a new instruction for setting or instruction for termination of access;
  - d) which arose due to misuse or disclosure of security instruments of the system (access passwords, PIN passwords and codes, certificates and their security passwords and other security instruments of systems) caused by the Client;
  - e) which will arise due to unauthorised use of authorisation and authentication tools and other security components of Electronic Banking Services in the period between the cancellation request of the Account Owner and the actual cancellation in the banking system;
  - f) which will arise due to unauthorised use of electronic banking systems for other purposes than those for which they were provided;
  - g) which was caused by breach of the Client's obligation to monitor and renew validity of security instruments of Electronic Banking Services.
- 3 Prior to the transmission of single data files, the Account Owner is obliged to save the transmitted data in full wording so as to allow the Bank or person authorised by the latter to anytime perform their check if any. The Account Owner is obliged to keep these records for the period of at least thirty working days since the day of their dispatch to the Bank. During that period of time, the Bank is entitled to anytime perform check of these records and the Account Owner is obliged to allow the Bank or person authorised by the latter to perform the check.
- 4 The Account Owner is obliged to immediately inform the Bank about all changes concerning its own identification and identification of Users and about other information about its person. The Bank shall not be liable for damage suffered due to the breach of this obligation on the part of the Client. That shall be without prejudice to the regulation of exclusion or limitation of the Bank's liability according to the GBT&C.
- 5 The Account Owner is obliged to acquaint Users, who based on the Account Owner's authorisation are authorised to use Electronic Banking Services, with the GBT&C, these Business Terms and Conditions and shall be liable for their compliance by these persons.

## **VII. CESSATION OF RIGHTS AND OBLIGATIONS**

- 1 The rights and obligations of the Parties which arose by the Agreement and these Business Terms and Conditions shall cease to exist:
  - a) on the basis of a written agreement concluded between the Parties;
  - b) by a written notice of termination of the Agreement served by the Bank or the Account Owner without indication any reason;

- c) on the basis of a decision of the Bank if the Account Owner does not serve a request for renewal of access to the system of the relevant Electronic Banking Service within one month following the day when access to the system was blocked;
  - d) as at the date of cancellation of the last account of the Account Owner to which the relevant Electronic Banking Service is used;
  - e) by death of the Account Owner - natural person or by cessation of the Account Owner - legal entity without a legal successor unless otherwise agreed in the Agreement. The Bank shall not be liable for the suffered damage arisen in such a case if it had no information about that fact. That shall be without prejudice to the regulation of exclusion or limitation of the Bank's liability according to the GBT&C.
- 2 The Bank is entitled to immediately cancel access to Electronic Banking Services for any Client who has access to the systems and to withdraw from the Agreement with effect into the future if any of the Clients was breaching its obligations stipulated by these Business Terms and Conditions. The withdrawal from the Agreement shall take effect since the day of delivery of the Bank's written notice of withdrawal from the Agreement to the Account Owner.

## **VIII. FINAL PROVISIONS**

- 1 The GBT&C and related valid legal regulations of the laws of the Slovak Republic shall apply to the rights and obligations not regulated by these Business Terms and Conditions.
- 2 Both Parties undertake to maintain confidential nature of all messages received by Electronic Banking Services, namely also following the termination of use or operation of these products.
- 3 The Client is obliged to use the Electronic Banking Services in compliance with these Business Terms and Conditions, Overview of Services and Parameters and also to follow the user documentation for the relevant Electronic Banking Service.
- 4 The Bank shall send information concerning the operation of Electronic Banking Services to the Client in the way referred to in Article IV hereof.
- 5 In order to improve the quality of services provided by the Bank in connection with change of the Bank's business policy or in connection with the development of the legal environment or on the basis of changes on banking, money and capital markets or in order to secure prudent business of the Bank and bank stability, the Bank is entitled to modify or supplement these Business Terms and Conditions or to replace them fully and is also entitled to change the name and/or functionality of the relevant Electronic Banking Service or to replace the relevant Electronic Banking Service by a new Electronic Banking Service and also single terms and conditions of the Agreement if agreed so with the Account Owner. Any change of these Business Terms and Conditions, change of name and/or functionality of the relevant Electronic Banking Service or its replacement by a new Electronic Banking Service, together with indicating its effective date, shall be Published by the Bank in its Business Premises and on its web site and/or by means of the relevant Electronic Banking Service if allowed so by the Electronic Banking Service.
- 6 In the case of such a change of the Business Terms and Conditions or conditions of the Agreement, the Bank shall Publish the change within the deadline: not later than 15 days prior to the effective date of the change.
- 7 In such a case, the Account Owner is entitled to express its disagreement with such a change of the Business Terms and Conditions by means of a written notice served to the Bank in the form of registered mail matter so that the Bank receives the mail matter not later than on the day preceding the effective date of the change.
- 8 If the Account Owner does not notify the Bank that it does not accept the change of these Business Terms and Conditions within the deadline referred to in Article VIII (6) hereof, it shall apply that the Account Owner has accepted the change of the Business Terms and Conditions and agrees to the

change and the change shall take effect towards the Account Owner on the day as at which the changed Business Terms and Conditions take effect.

- 9 If the Account Owner expresses its disagreement with change of the Business Terms and Conditions and no agreement is reached, both the Bank and the Account Owner are obliged to terminate their obligation relationship with immediate effect, whereupon all mutual claims of the Parties following from the terminated relationship (if there are any as at the date of termination) shall become payable immediately.
- 10 The provisions of Section 32(1) and the provisions of Section 33(4) of Act No. 492/2009 Coll. on Payment Services, as amended, shall not apply to the contractual relationship under the Agreement.
- 11 If the rights and obligations of the Parties regulated herein change directly due to change of the legal regulation from which it is not possible to deviate contractually, Article VIII (5) through (9) hereof shall not apply. The Bank shall inform the Account Owner about such a change.
- 12 These Business Terms and Conditions are valid since 13 January 2018.