

## TERMS AND CONDITIONS OF PAYMENT SERVICES OF EQUA BANK A.S. FOR INDIVIDUAL ENTREPRENEURS AND LEGAL ENTITIES

### 1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions of Payment Services of Equa bank a.s. for Individual Entrepreneurs and Legal Entities (hereinafter **"Terms and Conditions"**) shall govern the procedures of the Bank when performing Payment Services in the Payment Accounts of the Customers, maintained by the Bank.
- 1.2. When providing Payment Services, the Bank shall adhere to the valid legal regulations, in particular the Payment Services Act, as amended (hereinafter **"Payment Services Act"**), which covers the respective regulations of the European community, defining the rights and obligations of the providers (Bank) and the users of the Payment Services (Customers). Furthermore, the Bank shall comply with trade practices and procedures of the banks in the Czech Republic (hereinafter **"CR"**) and the principles defined by the Czech National Bank (hereinafter **"CNB"**) for the area of payment services.
- 1.3. The Bank shall communicate every amendment to the Terms and Conditions to the Customer in writing, by e-mail or through Direct Banking no later than two (2) months before the day on which this amendment is expected to become effective. The Customer shall be entitled to reject the Amendment to the Terms and Conditions no later than prior to the day on which such Amendment shall become effective and to cancel the respective Agreement in writing, with immediate effect as of the day of delivery of the cancellation to the Bank. Should the Customer reject the Amendment in writing and should the Customer fail to cancel the Agreement, the Bank shall consider such rejection to be a draft agreement to terminate the Agreement as of the day preceding the day on which the Amendments shall become effective; the Bank shall terminate all services concerned by the proposed change as of such day. Should the Customer not reject the amendment as of the date specified above, the amendment shall be deemed agreed to by the Customer. The Bank shall specifically inform the Customer of this consequence in a notification of the change of the Terms and Conditions.
- 1.4. As a rule, the Bank shall introduce amendments to the Terms and Conditions only in justified cases and within a necessary scope (i.e. legislation or regulatory changes, having an impact on the functioning of the Bank, the cooperation of the Customer or on increasing the efficiency of processes related to providing Payment Services).
- 1.5. Capitalised terms or phrases in these Terms and Conditions shall have the meaning defined in Article 9 or the meaning specified in the individual provisions of these Terms and Conditions or in the BTC or other product Terms and Conditions which the Bank has issued or will issue for individual products if they are relevant for the Terms and Conditions (hereinafter **"PTC"**). The definitions shall be applied uniformly both for the singular and the plural form.
- 1.6. The Customer shall be entitled to dispose of the funds in the Payment Account pursuant to the respective Agreement up to the amount of the Available Balance in the Account.
- 1.7. Payment Transactions shall be performed in the Payment Accounts maintained in CZK and in selected foreign currencies EUR and USD and alternatively in other currencies depending on the current offer of the Bank.

### 2. PAYMENT ORDER

#### 2.1. ACCEPTANCE OF PAYMENT ORDER

- 2.1.1. The Customer shall be entitled to set up a Payment Order. The Payment Order may also include an instruction that the Bank repeatedly transfer the same amount to the same account of the Payee as of a particular date (hereinafter **"Standing Order"**).
- 2.1.2. The Bank shall define Time Periods for the provision of payment services in relation to the individual methods used to submit or deliver the Payment Order to the Bank as well as individual specific conditions of performing Payment Transactions. Should the Payment Order be accepted when the Time Period for providing payment services has ended, the Payment Order shall be deemed accepted at the beginning of the following Working Day.
- 2.1.3. The Customer shall be obliged to submit the Payment Order to the Bank within the Time Periods set by the Bank (Time Periods for Provision of Payment Services); for counting Time Periods, the Moment of Acceptance of Payment Order is crucial, i.e. the day/hour of submission of the Payment Order to the Bank. In the case of a future due date, the Payment Order shall be accepted only on the day of the requested maturity. Should the Bank receive a Payment Order for which sufficient funds are not available, this Order shall be deemed accepted when funds needed for its performance are available. Should the funds not be available at the latest by the end of the Time Period for a repeated settlement, the Payment Order shall not be performed by the Bank. The definitions of Working Days, opening hours and a Time Period for a repeated settlement are listed in Annex 2. During a repeated settlement of a payment, the Bank shall perform the Order with a due date as of the day of processing. For a conversion, an exchange rate valid at the time of processing shall be applied. Repeated settlement shall not be performed in the case of payment transactions performed by a payment card through a Merchant and in the case of direct debits. In the case of the respective type of the Payment Transaction, within a Working Day on which the Moment of Acceptance of Payment Order occurred, the Bank shall debit funds from the account of the Customer, i.e. the Bank shall perform the Payment Order, only provided that all the conditions of its effectiveness are fulfilled simultaneously:

- formalities of the Payment Order pursuant to the valid BTC or other conditions set by the Bank;
  - authorisation of the Payment Order in the manner and within the time period defined by the Bank;
  - sufficient funds to perform the Payment Transaction in the Payment Account of the Customer;
  - and the fulfilment of other conditions set by valid legal rules.
- 2.1.4. The Bank shall inform the Customer of the rejection or non-performance of the Payment Order at the earliest opportunity and provably through the Direct Banking. Should the Payment Order not be performed due to insufficient funds in the Payment Account of the Customer, the Customer shall be informed at the beginning of the opening hours of the following Working Day. The Bank shall not be liable for the order of processing payments due on the respective Working Day.
- 2.1.5. The Payment Order must be submitted to the Bank using exclusively one of the methods agreed in particular for this case. This method must be accurate, comprehensible, complete, and correct, fulfilling other conditions set by the general law and these Terms and Conditions, the BTC, the PTC and the Agreement. The Bank shall not be obliged to check whether the data are correct, accurate or complete. This is the responsibility of the Customer.
- 2.1.6. The following minimum conditions must be fulfilled should the Customer submit a Payment Order:
- should the Payment Order be set up through Direct Banking, Security Features must be used and the acting person must duly be authenticated to do so;
  - should the Payment Order be set up by a provider of a Payment Initiation Service, Security Features assigned by the Bank or Security Features assigned by the provider of the Payment Initiation Service must be used or communicated;
  - should the Payment Order is set up by Card, the conditions set out in the respective PTC must be fulfilled.
- 2.1.7. The Bank shall perform the Payment Order on the initiative of the Payee only if the Customer has granted consent to the Bank. Unless the Bank and the Customer otherwise agree, every Direct Debit Authorisation for the respective account number must include a limit for a particular transaction. This transaction shall be debited, as expected by the Customer, from the Payment Account of the Customer based on his/her Direct Debit Authorisation.
- 2.1.8. The Payment Order may also be set up by the Authorised Person on behalf of the Customer under the conditions set out by the Agreement. The provisions of this Article relating to the Customer shall apply similarly to the Authorised Person.

## 2.2. REJECTION OF PAYMENT ORDER

- 2.2.1. The Bank may refuse to perform the Payment Order without prior notice if:
- the Payment Order does not fulfil the necessary formalities or has not been duly authorised;
  - merchant or another entity involved in a Payment Transaction does not support the strong authentication of the user or otherwise fails to support a secure transfer of payment data;
  - the Bank evaluates the Payment Transaction as risky in terms of security;
  - the performance of the Payment Order is in conflict with the obligations imposed on the Bank by general law;
  - conditions are fulfilled to enable the Bank to block the Payment Instrument;
  - there are insufficient usable funds in the Payment Account of the Customer;
  - the amount of the Payment Transaction, specified in the Payment Order, exceeds the agreed limit for the respective Payment Transaction (i.e. if a Limit of a Card or an Account, assigned to the Card, is exceeded as a result of performing a Payment Order);
  - the amount of Payment Transaction equals zero after rounding it up to the account currency;
  - the account of the Payee is the same as the account of the Payer in the case of a Payment Transaction within the Bank;
  - it is not submitted by a person authorised to set up such a Payment Order; or
  - in the case of a Payment Order on the initiative of the Payee, the consent of the Customer to the Payment Transaction is not given to the Bank based on such a Payment Order.
- 2.2.2. Should the Bank receive a bulk Payment Order, and all the items cannot be performed due to insufficient funds, the Bank will perform only a part of the bulk Payment Order, setting the order of the individual payments, while rejecting the remaining ones. The Bank may apply the same procedure should it receive further Payment Orders with the same due date.
- 2.2.3. A Payment Order which has been submitted by a provider of the Payment Initiation Service may also be rejected by the Bank in the case of:
- a suspicion of an unauthorised or fraudulent use of a Payment Instrument or Security Features;
  - a Payment Order having been submitted by an individual who is not authorised to provide the Payment Initiation Service;
  - a provider of the Payment Initiation Service having failed to prove his/her identity to the Bank pursuant to the law.
- The Bank shall inform the Customer of the rejection of the Payment Order submitted by the provider of the Payment Initiation Service in advance or at the earliest opportunity.
- 2.2.4. Should the Bank refuse to perform the Payment Order, it will not be accepted.
- 2.2.5. The Bank shall inform the Customer of the rejection of the Payment Order as specified in these Terms and Conditions.

- 2.2.6. Should additional costs, i.e. Fees or costs charged by another provider of Payment Services, be incurred to the Bank when performing a Payment Transaction, the Bank shall be entitled to charge these additional costs to the Customer. This shall not apply if the additional costs were incurred as a result of an incorrectly performed Payment Transaction, for which the Bank shall be liable.
- 2.2.7. Should the Payment Transaction consist of a transfer of funds to a Payment Account of the Customer, the Bank shall be entitled to deduct the Fees from the transferred amount before it is credited to the Payment Account of the Customer, unless otherwise defined by the respective legal regulation.

### 2.3. WITHDRAWAL OF PAYMENT ORDER

- 2.3.1. The Customer shall not be entitled to withdraw a Payment Order and his/her consent to its performance on the due date of the Payment Order. If the Payment Order is submitted to the Bank on the initiative of or by the Payee, the Payer shall not be entitled to withdraw his/her consent to the performance of such a Payment Transaction after he/she has submitted the Payment Order or has granted consent to such a Payment Order to the Payee. A Payment Order submitted by a provider of the Payment Initiation Service cannot be withdrawn after the Customer has submitted it to the provider of the Payment Initiation Service.
- 2.3.2. In the case of a Standing Order or a Direct Debit Authorisation, the Customer shall be entitled – in the case of pending Payment Transactions – to withdraw the Payment Order or the Direct Debit Authorisation despite the fact that such a Payment Order has already been accepted by the Bank. However, the Customer shall not be entitled to withdraw a Standing Order or a Direct Debit Authorisation in the case of already performed Payment Transactions and Payment Transactions due on the respective day.
- 2.3.3. The Payer may not withdraw a Direct Debit Authorisation after the end of the opening hours of the Bank, immediately preceding the day which has been agreed by the Payer and the Payee as the day on which the amount of the Payment Transaction shall be debited from the Payment Account of the Payer.
- 2.3.4. Should the Customer withdraw a Payment Order or a consent to its performance after a deadline for its withdrawal has expired according to this Article of the Terms and Conditions, and the Bank permits him/her this withdrawal, the Customer shall be obliged to pay the Fees and costs of the Bank, as well as the costs of other providers of Payment Services related to the return of the payment, or the costs arising from exchange rate differences. If the cancellation of the Payment Order is connected with a return of funds, the funds shall be returned to the Customer only after the Bank has received them. The Bank shall reserve the right not to comply with the request of the Customer to withdraw a Payment Order or the consent to its performance pursuant to this paragraph.
- 2.3.5. The Payer shall be entitled to request a return of the Payment Transaction performed on the initiative of or by the Payee within eight (8) weeks from the day on which the funds were deducted from his/her Payment Account if a precise amount of the Payment Transaction was not set at the moment of granting consent to the Payment Transaction and if the amount of the Payment Transaction at the same time exceeds the amount which the Customer could reasonably expect with respect to all the circumstances. However, this shall not apply to a change of the exchange rate if a reference exchange rate, agreed by the Customer and the Bank, was used. The Customer and the Bank have agreed that this rule shall not apply if the Customer has granted consent to the Payment Transaction directly to the Bank and if the information about the precise amount of the Payment Transaction has been provided to the Customer by the provider or the Payee, or has been made available in the agreed manner no later than four (4) weeks before the Moment of Acceptance of Payment Order. The Customer shall be obliged to provide the Bank with the information and the documents evidencing that the conditions above have been fulfilled. The Bank shall return the amount of the Payment Transaction within ten (10) Working Days from the day on which the request of the Customer was received; alternatively, the Bank shall reject its return, informing the Customer of the reasons for the rejection. The Bank may not return the amount of the Payment Transaction also due to the fact that the Customer did not provide the required information and the documents, or the Bank did not receive the required amount of the Payment Transaction from the Payee or the provider of the Payee within this deadline.
- 2.3.6. The Payment Account of the Payee has been credited funds by a Payment Transaction, performed on the initiative of or by the Payee. Thus, upon the request of the Bank, the Customer shall be obliged to provide the Bank with the information and documents necessary to evaluate whether conditions for the return of the amount pursuant to this Article have been met. The Payment Account of the Payee has been credited funds by a Payment Transaction, performed on the initiative of or by the Payee. Thus, the Customer agrees that the Bank debit the funds from this Payment Account or any other Payment Account which the Bank has returned or wishes to return to the Payee or the provider of the Payee. If none of the Payment Accounts of the Customer contains sufficient funds, the Bank shall ask the Customer to pay the missing funds within a reasonable period. If the Customer fails to do so, the Bank shall be entitled to settle the funds, debiting the Payment Account of the Customer, even though this settlement results in a debit balance in the Payment Account of the Customer. Such a debit balance is an unauthorised debit balance in the Payment Account of the Customer. Thus, the Bank shall be entitled to charge the Customer an interest in the amount set in the Price List valid on the day the debit balance was created.

### 2.4. PERFORMANCE OF PAYMENT TRANSACTIONS

- 2.4.1. The Bank shall perform only authorised Payment Transactions. A Payment Transaction shall be authorised if the Customer has granted consent to it. Authorisation of Payment Transaction shall mean:

- An authorisation of a Payment Transaction, set up in the Direct Banking and listed in the respective part of the BTC.
- Through a provider of the Payment Initiation Service using features provided by the Bank or Security Features provided by the provider of the Payment Initiation Service. Before entering the Security Features in the application of the provider of the Payment Initiation Service the Customer needs to check on the website of the CNB that the provider is an authorised provider of this service.
- The authorisation of the Payment Transactions, performed by Cards, is listed in the respective part of the PTC for the holders of Payment Cards.

By his/her consent/authorisation, the Customer also confirms to have been informed of such a Payment Transaction before the consent to performing the Payment Transaction.

- 2.4.2. The Bank shall credit the amount of the Payment Transaction to the Account of the Payee after it has been credited to the account of the Bank and as soon as the Bank receives the documents necessary for providing the amount to the Payee from the provider of the Payer. The Bank shall subsequently be entitled to deduct the amount of the Payment Transaction credited to the account of the Payee of the Payment Transaction, should the Bank not receive coverage of the transferred amount from the correspondent bank to its account.
- 2.4.3. The Bank shall be entitled to debit the amount of the Payment Transaction from the account of the Payee and to return it to the provider of the Payer if it is an authorised collection transaction in CZK, performed in the territory of the CR, and if the provider of the Payer requested the Bank for its return within a time period set by the Payment Services Act.
- 2.4.4. If a conversion between a foreign currency and CZK or between foreign currencies is necessary during the provision of payment services, the Bank shall convert the currencies according to the principles set out in the respective Articles of the BTC.
- 2.4.5. The Customer shall be informed of a performed Payment Transaction (i.e. of crediting or debiting the transferred amount) by the Direct Banking and a statement from the Payment Account of the Customer or alternatively by an SMS/e-mail notification.
- 2.4.6. Should a Payment Transaction on the initiative of the Customer be performed incorrectly, the Bank shall make every reasonable effort upon the request of the Customer to trace the Payment Transaction and to inform the Customer of the result.
- 2.4.7. Should the Bank perform the Payment Transaction incorrectly and the payment fails to be duly and timely credited to the account of the bank of the Payee, the Bank shall ensure its subsequent and proper performance, restoring the original status of the Payment Account of the Customer, as if the payment had been performed duly and timely. The Customer shall be entitled to cancel the payment until the subsequently performed payment is credited to the account of the bank of the Payer and the Bank restores the original status of the Payment Account of the Customer.
- 2.4.8. In the case of the Payment Initiation Service, the Bank shall provide the Customer with services for which the provider of the Payment Initiation Service shall be liable to the Bank in connection with an incorrectly performed Payment Transaction, only upon the condition that the Bank receives the respective amount from the provider of the Payment Initiation Service.
- 2.4.9. The Bank shall be entitled to charge Fees for the provided Payment Services according to the Price List valid on the day of settlement of the Fee.
- 2.4.10. Should an unauthorised Payment Transaction have been performed, having incurred no loss to the Customer, the Bank shall take the following measures no later than on the following Working Day after the respective Customer or another authorised person has informed the Bank of such an unauthorised Payment Transaction:
- the Bank shall restore the status of the Payment Account of the Customer, from which the amount of the Payment Transaction had been debited, to a status as if such a debit had not occurred; or
  - the Bank shall return the amount of the Payment Transaction to the Customer, unless the procedure above is possible.

This shall not apply if the Bank suspects the fraudulent behaviour of the Customer. The Bank shall return the amount of the Payment Transaction to the Customer for which he/she did not grant consent, provided that the Bank has received the Payment from the provider of the Payment Initiation Service.

- 2.4.11. The Customer shall be liable for an unauthorised Payment Transaction in the following cases:
- the loss was caused by the use of a lost or a stolen Payment Instrument or by its misuse or unauthorised use; in this case, the Customer shall be liable for the loss of up to EUR 50 (in the case of a Payment Transaction in another currency than EUR, the conversion will be made using an exchange rate announced by the CNB as of the day preceding the day on which the unauthorised Payment Transaction was settled);
  - the loss was caused by the fraudulent behaviour of the Customer, or by the Customer having wilfully or through gross negligence having breached the obligation to use the Payment Instrument pursuant to agreed terms and conditions, in particular the obligation to take all adequate measures to protect Security Features of the Payment Instrument or the obligation to inform the Bank without undue delay of a loss, theft, misuse or an unauthorised use of the Payment Instrument. In this case, the Customer shall be liable for the loss of funds in the full amount.

The liability for the loss in connection with the use of the Payment Card is specified in the respective part of the PTC for the holders of Payment Cards.

- 2.4.12. Unless the Customer acted in a fraudulent manner, the Bank shall cover the loss from the unauthorised Payment Transaction, in particular in the following cases:
- the Customer could not establish the loss, theft or misuse before performing the unauthorised payment, or
  - the loss, theft or misuse of the Payment Instrument was caused by the Bank, or
  - the loss of funds occurred after the Customer had informed the Bank of the loss, theft, misuse or unauthorised use of the Payment Instrument, or
  - the Bank has not provided the Customer with adequate means for the notification of the loss, theft, misuse or unauthorised use of the Payment Instrument.
- 2.4.13. The Customer shall be obliged to inform the Bank of a Disputed Transaction without undue delay after he/she has learnt of it no later than within thirteen (13) months from the debiting of funds from his/her Account.
- 2.4.14. The Customer shall be obliged to notify of the Disputed Transaction in writing by sending a form entitled "Declaration of Card Holder of Disputed Transaction" in the case of a Payment Transaction or "Declaration of Disputed Payment Transaction" in the case of payments in Direct Banking by use of funds agreed in the BTC, without undue delay from the delivery of the Current Account Statement, listing the Disputed Payment Transaction. Should the complaint fail to be submitted within this deadline, without being hindered by specific reasons, the complaint shall be deemed not to have been submitted without undue delay. In such a case, the complaint may be deemed unauthorised. The Customer shall be obliged to fill all the data required by the Bank and to attach photocopies of documents related to the Disputed Transaction, no later than within ten (10) Working Days from the delivery of a notice of the Bank to complete the data and/or to provide necessary documents.
- 2.4.15. Failure to cooperate as requested by the Bank, at any stage of the complaint procedure, may result in a termination of the complaint procedure to the detriment of the Customer or in a withdrawal of a prior compensation of the Disputed Transaction, which was performed in favour of the Customer Account.
- 2.4.16. The complaint procedure of the Payment Transactions performed by Card is listed in the respective part of the PTC for Payment Card Holders.
- 2.4.17. Should the Bank provide the Customer with the service according to Article 2.4.10 and it transpires that the Customer was not entitled to this service, the Customer shall be obliged immediately to return this service to the Bank upon the request of the Bank to the full extent to which the Customer was not entitled to this service.
- 2.4.18. A description of measures which the Customer must take to protect his/her Security Features, information on how the Customer may report the loss, theft, misuse or an unauthorised use, and conditions under which the Bank may block the Payment Instrument are specified in the respective parts of the BTC and PTC.

## 2.5. INFORMATION OF ACCOUNT BALANCE AND TRANSACTIONS

- 2.5.1. The Customer shall be informed of the account balance and settled transactions in the Internet banking and by the Statement of the Payment Account of the Customer.
- 2.5.2. Information on the performed Payment Transaction shall occur in the Payment Account of the Customer no later than on the following Working Day.
- 2.5.3. The Customer may obtain information on the Payment Account also through another provider of the Account Information Service, with the use of Security Features assigned by the Bank or Security Features assigned by the provider of the Account Information Service. Before entering the Security Features in the application of the provider of this service, the Customer needs to check on the website of the CNB that the provider is an authorised provider of the Account Information Service.
- 2.5.4. Should the Customer use applications of third parties for the Internet banking, the Bank shall not be liable for the use of such an application or for information obtained by the Customer through such an application.
- 2.5.5. The Bank shall inform another provider of Payment Services, who has issued a Payment Card to the Customer, of the balance in the Payment Account of the Customer, provided that the Customer has granted consent to the Bank to do so.
- 2.5.6. The Bank shall provide the Customer with the information on the rejected Payment Order, including a Payment Order submitted by a provider of the Payment Initiation Service in the Internet banking, no later than on the following Working Day.

## 3. CASHLESS PAYMENT SERVICES

### 3.1. DOMESTIC PAYMENT SERVICES

- 3.1.1. Domestic Payment Services in CZK are transfers/collections of funds in CZK in the territory of the CR. The Bank participates in the payment system of settlement finality, operated by the CNB. Payment Transactions in CZK in the territory of the CR are performed by the Clearing Centre of the CNB.
- 3.1.2. The Bank performs transfers/collections of funds in CZK in the territory of the CR by single Transfer Orders, Standing Orders as well as Direct Debit Authorisations.

3.1.3. The bank account details of the Payer/Payee unequivocally identify the Payment Account of the Customer within the domestic payment services, i.e. they represent a Unique Identifier which consists of the account number of the Payer/Payee and the identification code of the provider of the Payer/Payee.

3.1.4. The mandatory formalities of the Transfer Order/Direct Debit within the domestic payment services include:

- a Unique Identifier of the Payer (bank details of the Payer);
- a Unique Identifier of the Payee (bank details of the Payee);
- an amount of the Payment Transaction in CZK, specified numerically;
- a constant payment code if required by a special legal rule, or if a payment representing income or expenditure of the government budget is concerned (the responsibility for giving the mandatory constant payment code lies with the Customer);
- a due date;
- A designation of a standard, immediate (should the Bank offer such service at present) or an express priority.

In the case of Standing Orders, the following additional fields need to be completed:

- a title of the Standing Order;
- a date of the first payment;
- a frequency.

In the case of Direct Debit Authorisations, the following additional fields need to be completed:

- a title of the Direct Debit Authorisation;
- a limit, i.e. a limit per an individual transaction for the particular account number.

3.1.5. The optional formalities of a Transfer Order within the domestic payment services in CZK are as follows:

- a variable payment code – a combination of up to ten identification digits without dashes and slashes;
- a constant payment code – a combination of up to ten identification digits without dashes and slashes;
- a specific payment code – a combination of up to ten identification digits without dashes and slashes;
- a message for the Payer/Payee.

3.1.6. Based on a Transfer Order debiting the Payment Account of the Customer, an amount in CZK shall always be transferred to the account of the Payee with another domestic provider of the Payment Services. A Standing Order shall be used based on a requirement of the Payer to perform repeated payments of fixed amounts on a fixed date to the account of the Payee within the Bank or to an account of the Payee with another provider in the CR.

3.1.7. A collection Payment Transaction from an account of the Payer shall be performed only if the Customer grants a Direct Debit Authorisation.

3.1.8. The Bank shall return the collected amount of the Payment Transaction to the Customer in the case of a justified request within ten (10) Working Days from the receipt of the request of the Customer, submitted along with the respective documents. In the case of an unjustified request, the Bank shall reject the request for the return of the collected amount, informing the Customer of the reasons for the rejection.

3.1.9. Time Periods for domestic payment services:

Transfers within the Bank – in the case of CZK transfers between CZK accounts, the Bank shall be obliged to debit the funds from the Payment Account of the Customer and to credit them to the account of the Payee no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. In the case of foreign currencies or transfers requiring a conversion, the Bank shall be obliged to debit the funds from the account of the Payer no later than by the end of the Working Day on which foreign exchange trades are settled in the CR and in the main centre of the currency in which the payments are made or from/to which they are converted, and on which the Moment of Acceptance of Payment Order occurred. If the Moment of Acceptance of Payment Order occurs at a point after the expiration of the Time Period for providing payment services, the Payment Order shall be accepted on the next Working Day. If the Customer gives a due date on a day which is not a Working Day, the Payment Order shall be performed on the Working Day immediately following such a due date.

Transfers to other banks in the CR:

- If the Moment of Acceptance of Payment Order occurs at a point after the expiration of the Time Period for providing payment services, the Payment Order shall be accepted by the Bank on the next Working Day. If the Customer gives a due date on a day which is not a Working Day, the Bank shall perform such a Payment Order on the Working Day immediately following such a due date.
- Standard transfers in CZK – the Bank shall be obliged to debit the funds from the account of the Payer no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. If the standard transfer in CZK is accepted by 10:30, the amount shall be credited to the account of the provider of the Payee on the very same day; if the order is accepted after 10:30, the amount shall be credited to the account of the provider of the Payee no later than by the end of the nearest Working Day following the Moment of Acceptance of Payment Order.

- Express transfers in CZK – the Bank shall be obliged to debit the funds from the account of the Payer no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. In the case of setting up a domestic Payment Order with the express priority, the Bank shall be obliged to ensure that the amount is credited to the account of the provider of the Payee no later than by the end of the same Working Day on which the Moment of Acceptance of Payment Order occurred.
- Immediate transfers in CZK – should the Bank offer such service at present, the funds shall be deducted from the Account of the payer and the Bank shall safeguard that the order to perform an immediate payment be delivered to the provider of the payee usually within seconds. This shall be a service to which there is no entitlement and which the Bank may offer to Customers. An immediate outgoing payment may only be sent to the provider who accepts such type of payment for the respective Account of the payee at the given moment. Setting up the immediate payment shall be limited by the amount of CZK 400000, unless otherwise stipulated. Immediate payments may only be set up from the payment Account maintained in CZK. The immediate outgoing payment can neither be set up with a future due date nor through a batch import.
- Standing Orders – the Customer shall be obliged to submit a Standing Order no later than by the end of the Time Period for providing payment services, i.e. on the Working Day of the first payment of such an Order. The moment at which a payment becomes effective shall be on the day defined by the Customer in the Standing Order as the due date. If the due date is not a Working Day, the moment at which a payment becomes effective shall occur on the following Working Day. If the due date is the last day of the month and at the same time not a Working Day, the Bank shall perform such a Standing Order on the nearest preceding Working Day. The Customer shall be obliged to submit an application for a change/cancellation of the Standing Order to the Bank no later than on the Working Day before the effective moment/due date of the Standing Order.
- Direct Debit Authorisation – A Direct Debit Authorisation must be delivered to the Bank no later than by the end of the Time Period for providing payment services and one (1) Working Day before the expected day of the first collection. The Customer shall be obliged to submit the application for a change/cancellation of the Direct Debit Authorisation to the Bank no later than on the Working Day before the effective moment/due date of the Direct Debit Authorisation.

Time Periods for the provision of domestic payment services are specified in the Annex to these Terms and Conditions.

## 3.2. OUTGOING FOREIGN PAYMENT TRANSACTIONS

- 3.2.1. Foreign payment services are Payment Services to/from abroad or Payment Transactions in foreign currencies to/from the CR (hereinafter "Foreign Payment Transactions").
- 3.2.2. The Bank shall perform Foreign Payment Transactions by means of single Transfer Orders to abroad/in a foreign currency in the CR.
- 3.2.3. The Bank shall perform Foreign Payment Transactions in currencies listed in the Exchange Rate List (Foreign Exchange).
- 3.2.4. The bank account details of the Payer/Payee within the foreign payment services unequivocally identify the Payment Account of the Customer, i.e. they represent the Unique Identifier which consists of the account number of the Payer/Payee and the identification code of the provider of the Payer/Payee.
- 3.2.5. The obligatory formalities of Foreign Payment Transactions include:
- a Unique Identifier of the Payer (account number or IBAN) and the precise name and address of the Payer;
  - a Unique Identifier of the Payee (account number or IBAN) and the precise name and address of the Payee;
  - In the case of transfers to the member states of the European Union (hereinafter "EU")/European Economic Area (hereinafter "EEA") and SEPA payments, the account number of the Payee must be given in the IBAN format;
  - the precise name and address of the provider of the Payee, BIC (SWIFT address) or the national bank codes of the provider of the Payee (except for transfers in EUR to the member states of the EU/EEA and SEPA payments);
  - a transfer amount expressed numerically;
  - a due date;
  - a specification of the transfer currency (a currency code according to the Code List of the CNB or the Exchange Rate List);
  - a payment purpose – information for the Payee;
  - a charging code: OUR (all Fees are to be paid by the Payer), BEN (all Fees are to be paid by the Payee), and SHA (the Payer pays the Fees of his/her bank and the Payee pays the Fees of other banks) to countries outside the EU/EEA or in currencies other than those of the EU/EEA;
  - for payments to the member states of the EU/EEA in the currencies of the member states of the EU/EEA, which do not include a currency exchange, and for SEPA payments, the charging code SHA must be given;
  - a specification of a standard or express payment; SEPA payments are always performed as a standard.
- 3.2.6. The optional formalities of a Transfer Order within the foreign payment services in CZK are as follows:
- a category;
  - a message for the Payer;
  - a reference of the SEPA payment;
  - information on the original Payer of the SEPA payment;
  - information on the original Payee of the SEPA payment;

- 3.2.7. In the case of Foreign Payment Transactions, the Bank shall be entitled to define the transfer method and to use intermediary relationships of its own choice and at its own discretion.
- 3.2.8. The Bank shall be entitled not to perform a Payment Order should there be insufficient funds in the account of the Payer to perform the Payment Transaction and to settle the respective Fee. The Bank shall also be entitled not to perform a Payment Order with the charging code BEN if the amount of the Payment Transaction is lower than CZK 1000 or the equivalent in a foreign currency.
- 3.2.9. The Bank shall be entitled not to accept a Payment Order from the Customer which contains a payment to countries which are on the list of countries suspected of supporting terrorism, or to banks and their branches also outside these territories if the registration of the parent institution is in the country included in the list of countries supporting terrorism, or if the Payee or the provider of the Payee is included in sanction lists.
- 3.2.10. The Bank shall be entitled to refuse to perform a Payment Order if the provider of the Payee does not accept payments in the currency specified by the Customer, if the provider has not listed correspondent banks for the currency given by the Customer, or if the provider does not have any correspondent relationships with the Bank.
- 3.2.11. The account number in the IBAN format must be given in the case of transfers to the member states of the EU/EEA in the currencies of the member states of the EU/EEA and in the case of SEPA payments. In the case of transfers to the member states of the EU/EEA, the BIC code of the provider of the Payee must be given in addition to the transfers in EUR and SEPA payments. In the case of payments to the member states of the EU/EEA in the currencies of the member states of the EU/EEA, which do not include a currency exchange, and in the case of SEPA payments, the charging code SHA must be given. In the case of these transfers, the Bank shall be entitled to refuse the performance of the Payment Order should these conditions, including the provision of an invalid or incorrect IBAN or BIC format, not be fulfilled. In the case of transfers to the member states of the EU/EEA in the currencies of the member states of the EU/EEA, the Bank and intermediary providers of Payment Services in the member states of the EU/EEA shall be obliged to transfer the amount of the Payment Transaction fully without any reduction. In the case of Payment Transactions in the EU/EEA and in the currency of the EU/EEA which include a currency exchange, the Customer shall be obliged to use the Charging Codes SHA or OUR. In the case of the Payer providing the OUR code in the Order, the Fees related to the transfer shall be paid by this Customer. However, the Bank shall not be entitled to reduce the amount of transfer by these Fees. This provision shall not apply to transfers outside the EU/EEA or in a currency other than a currency of the EU/EEA.
- 3.2.12. In the case of Payment Transactions outside the member states of the EU/EEA or in a currency other than a currency of the EU/EEA, the Customer shall be authorised to give the Charging Codes BEN, OUR, or SHA. If the Payer stipulates that the Fees related to the transfer shall be paid by the Payee (BEN), the Customer hereby acknowledges that the amount of the Payment Transaction will be reduced by the Fees of the Bank and it also may be reduced by the Fees charged by intermediary banks. In the case of these Payment Transactions, the minimum amount of the Payment Transaction set by the Bank is CZK 1000 or the equivalent in a foreign currency. If the Customer stipulates the Charging Code SHA, the Customer hereby acknowledges that he/she will be charged the Fees of the Bank; at the same time the Payee may be charged the Fees of the provider of the Payee or intermediary banks, or the amount of transfer may be reduced by these Fees. If the Customer stipulates the Charging Code OUR, the Fees related to the transfer shall be paid by the Payer and the Bank cannot guarantee that the Charging code OUR will be adhered to by the provider of the Payee or by the intermediary bank; in parallel, Fees of intermediary providers may be additionally charged as well. In the case of Payment Transactions in the member states of the EU/EEA, the Customer shall be obliged to give the Charge Code SHA. Should the Customer select the Charge Code BEN or OUR, the Bank shall be authorised to change the Charge Code selected by the Customer to SHA.

### 3.3. INCOMING FOREIGN PAYMENT TRANSACTIONS

- 3.3.1. The Bank shall perform incoming Foreign Payment Transactions based on a Payment Order of the provider of the Payer, which must contain an unequivocal identification of the Payee, i.e. a Unique Identifier. A Unique Identifier for incoming foreign transactions is a bank account number in the IBAN format or a bank account number in the local format and the BIC code or the identification code of the Bank in the national format (6100).
- 3.3.2. The Bank shall credit funds to the Payment Account of the Customer if a correct Unique Identifier is given. The Bank shall not be obliged to check the compliance of the Unique Identifier with the account name or other details of the Payee. However, this shall not apply if performing the Payment Transaction should be in conflict with legal rules. The Bank shall credit the funds in the currency of the account regardless of the currency of the Payment Transaction.
- 3.3.3. In the case of incoming Foreign Payment Transactions, the Bank shall be entitled to reject or to return a payment to the provider of the Payer if a sufficient identification of the Payee is not given:
- in the case of Payment Transactions from the member states of the EU/EEA in the currencies of the member states of the EU/EEA without giving the account number of the Payer in the IBAN format (or another identifier of the Payer);
  - in the case of Payment Transactions outside the member states of the EU/EEA in the currencies other than those of the member states of the EU/EEA without giving the account number of the Payer (or another Unique Identifier of the Payer) and the name and address of the Payer;



- furthermore, the Bank shall be entitled not to process an instruction / to reject processing of an instruction from the provider of the Payer from a country which is included in the list of countries suspected of supporting terrorism, or through a provider and his/her branches also outside these territories if the registration of the parent provider is in the country included in the list of countries supporting terrorism, or if the Payee or the provider of the Payee is included in a sanction list.

3.3.4. The Bank shall charge a Fee according to the valid Price List in connection with the code type specified by the Payer.

#### 3.4. TIME PERIODS FOR DOMESTIC PAYMENT SERVICES:

- In the case of transactions outside the EEA or in a currency other than a currency of the member state of the EU/EEA, the Time Periods for crediting to the account of the provider of the Payee shall depend on the method of processing transactions by intermediary providers of the Payment Service.
- Standard EUR transfers/euro payments/SEPA payments to the EU/EEA countries – the Bank shall be obliged to debit the funds from the account of the Payer no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. The transferred amount shall be credited to the account of the provider of the Payee no later than by the end of the fourth Working Day following the Moment of Acceptance of Payment Order.
- Standard transfers to the EU/EEA countries in the currencies of the EU/EEA except for EUR – the Bank shall be obliged to debit the funds from the account of the Payer no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. The transferred amount shall be credited to the account of the provider of the Payee no later than by the end of the fourth Working Day following the Moment of Acceptance of Payment Order.
- Standard transfers to countries outside the EU/EEA or in currencies other than those of the EU/EEA countries – the Bank shall be obliged to debit the funds from the account of the Payer no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. The transferred amount shall be credited to the account of the provider of the Payee no later than by the end of the fourth Working Day following the Moment of Acceptance of Payment Order.
- Express EUR transfers/euro payments to the EU/EEA countries – the Bank shall be obliged to debit the funds from the account of the Payer and to provide them to another provider no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. The amount of transfer shall be credited to the account of the provider of the Payee no later than by the end of the nearest Working Day after the Moment of Acceptance of Payment Order.
- Express transfers to the EU/EEA countries in the currencies of the EU/EEA countries except for EUR – the Bank shall be obliged to debit the funds from the account of the Payer and to provide them to another provider no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. The amount of transfer shall be credited to the account of the provider of the Payee no later than by the end of the fourth Working Day following the Moment of Acceptance of Payment Order.
- Express transfers to countries outside the EU/EEA or in currencies other than those of the EU/EEA countries – the Bank shall be obliged to debit the funds from the account of the Payer and to provide them to another provider no later than by the end of the Working Day on which the Moment of Acceptance of Payment Order occurred. The transferred amount shall be credited to the account of the provider of the Payee no later than by the end of the fourth Working Day following the Moment of Acceptance of Payment Order.
- Incoming payment transactions from abroad and in a foreign currency from the CR, accepted during the opening hours of the Bank – the Bank shall credit the funds to the account of the Payee on the same Working Day on which the amount of transfer was credited to the account of the Bank and on which the Bank received the documents necessary to provide the amount of transfer to the Payee pursuant to the table of Time Periods for Payment Services from the provider of the Payee. The Bank shall subsequently be authorised to debit the amount of the Payment Transaction credited to the Payment Account of the Payee, should the Bank not receive coverage of the amount of transfer to the account of the Bank from the correspondent bank.
- If the Bank is not able to identify the Payee, the Bank shall return the amount of the Payment Transaction to the provider of the Payer without undue delay. Transactions which must be further clarified or investigated by the Bank shall be credited to the account of the Payee immediately after completion of these activities, using the exchange rate valid as of the day of crediting. The Time Periods and the Moment of Acceptance of Payment Order for a transfer to/from abroad, set by the Bank, are listed in the Annex to the Terms and Conditions of Time Periods for Provision of Payment Services.

#### 4. CONVERSION / EXCHANGE TRANSACTIONS

- 4.1. The Bank shall convert the amount of the Payment Transaction in the conversion currency to the currency of the Payment Account of the Customer according to the principles defined in the respective paragraphs of the BTC. Information on exchange rates (Exchange Rate List) is available at the Points of Sale and also on the Homepage of the Bank.

#### 5. CORRECTIVE SETTLEMENT

- 5.1. Should the Bank fail to settle an amount of the Payment Transaction in CZK within cashless payment services in the CR or fail to use the bank account number according to the request of the Customer, having performed an incorrect Payment Transaction, the Bank shall transfer the funds immediately to the account of the authorised Payee in the correct amount along with the lost interest. Should the Bank have made a mistake in the settlement of the bank account number of the Payer or have debited a higher amount than the amount given in the Payment Order of the Customer, the Bank shall return the incorrectly debited funds and the lost interest to the Payment Account of the Customer immediately. A complaint pursuant to this paragraph may be filed within three (3) months from the day of occurrence of the mistake, which resulted in an incorrect Payment Transaction, unless a longer time period is stipulated by a general law binding for the Bank.

- 5.2. The Bank shall subsequently be authorised to require from a bank or a credit union in the CR maintaining the account of the unauthorised Payee, to debit the amount of the unauthorised Payment Transaction from the account of the unauthorised Payee and to provide it to the Bank to remedy the incorrectly performed Payment Transaction pursuant to the Act on Banks and the Rules of Payment System CERTIS. A complaint pursuant to this paragraph may be filed within three (3) months from the day of occurrence of the mistake which resulted in an incorrect Payment Transaction.
- 5.3. Should the bank or the credit union not settle the amount of Payment Transaction in CZK in the CR or not use the bank account number in accordance with the request of the Customer, having performed an incorrect Payment Transaction, and if the Customer is not an authorised Payee, the Bank shall be obliged to debit on the initiative of such a bank or credit union the incorrectly settled amount from the Payment Account of the Customer and to transfer it to such a bank or credit union to remedy the incorrectly performed Payment Transaction pursuant to the Act on Banks and the Rules of Payment System CERTIS. The Bank shall also be authorised to restore the status of the Account to a status in which it would have been if the Payment Transaction had not been performed incorrectly. A complaint pursuant to this paragraph may be filed within three (3) months from the day of occurrence of the mistake, which resulted in an incorrect Payment Transaction.

## 6. PAYMENT CARDS

- 6.1. To perform Payment Transactions by Card, Card Holders shall be obliged to comply with the valid Product Terms and Conditions of Holders of Payment Cards of Equa bank a.s. for Individual Entrepreneurs and Legal Entities which the Bank provides at the Points of Sale of the Bank and on the Homepage of the Bank.

## 7. CASH PAYMENT SERVICES

- 7.1. Concerning cash Payment Transactions, the Bank shall enable the Card Holder only a cash deposit to the Account for which the Card has been issued, using an ATM of the Bank, and furthermore a cash withdrawal from the Account for which the Card has been issued, using an ATM.
- 7.2. A cash deposit shall be a deposit of banknotes, not coins, in CZK, EUR, and USD or other currencies pursuant to the current offer of the Bank. The Bank shall be authorised to suspend the deposit of cash in the individual currencies without giving any reason. The maximum deposit amount of one Payment Transaction may be limited. Any suspension or limitation of the cash deposit as a result of a system decision of the Bank shall be notified on the Homepage of the Bank.
- 7.3. In the case of a cash deposit at an ATM of the Bank, the Bank shall proceed pursuant to Act No. 136/2011 Coll., on Circulation of Banknotes and Coins, as amended; the Bank shall in particular check the authenticity and validity of banknotes. Should the ATM of the Bank evaluate the inserted banknote as suspicious, it shall be withheld and submitted for scrutiny by the CNB. The time period for scrutiny of a suspicious or withheld banknote shall be up to 90 days. When the Payment Transaction has been recognised, the Bank shall be authorised to block an amount in the Account in the size corresponding to the value of the suspicious or withheld banknote; the Available Balance shall not increase by such amount. Should the CNB not confirm the suspicious banknote, such blocked amount shall be cancelled by the Bank.
- 7.4. The Bank shall inform the Card Holder of the cash deposit by a receipt, to be issued to the Card Holder by the ATM of the Bank.

## 8. PAYMENT INITIATION SERVICE AND ACCOUNT INFORMATION SERVICE

### 8.1. PAYMENT INITIATION SERVICE

- 8.1.1. The Bank shall perform a Payment Transaction based on a Payment Order received from an authorised provider of the Payment Initiation Service if the Customer grants consent to such a Payment Order.
- 8.1.2. The Bank shall provide information on the performance of the Payment Transaction or the refusal to perform the Payment Order and the reason for the refusal based on the consent of the Customer to perform the Payment Order and upon the request of the provider of the Payment Initiation Service.
- 8.1.3. The Bank shall not perform a Payment Order which has not been duly authorised by the Customer.

### 8.2. ACCOUNT INFORMATION SERVICE

- 8.2.1. Based on the consent granted by the Customer, the Bank shall provide the authorised provider of the Account Information Service with the following data:
- a list of Payment Accounts of the Customer;
  - a balance in the Payment Account of the Customer;
  - a list of transactions in the Payment Account of the Customer.
- 8.2.2. Based on the consent granted by the Customer, the Bank shall provide the provider of the Account Information Service with the data listed above for the period of ninety (90) days from the day of granting the consent. The Customer may withdraw his/her consent to the Account Information Service for the respective provider at any time.

## 9. DEFINITION OF TERMS

The Terms not listed here shall have the meaning pursuant to the BTC or the respective PTC.

**Account Balance** – a balance which does not include a reservation, blocking, restricted transferability, bans, minimum balance with the exception of non-recognised operations.

**Account Information Service** – a service consisting of providing information about the Payment Account on the Internet by a provider other than the provider maintaining the Payment Account.

**Available Balance** – free funds in the Account of the Customer or the Accounting Balance increased by the amount of overdraft and reduced by amounts which reduce the Accounting Balance (reservation, restricted transferability, bans, and minimum balance).

**BIC (Bank Identifier Code)** – a SWIFT address of the provider/bank, which enables an unequivocal identification of the respective provider/bank in the respective country.

**Card** – a debit payment card issued for the Account; the conditions for the issuance and use of the Card are set out in the separate PTC.

**Charging Code BEN** – all the Fees are paid by the Payee, i.e. the Payer does not pay any Fees. The Payer receives the amount of transfer, reduced by the Fees of the Bank and other intermediary banks. The Payee pays the Fees of his/her provider.

**Charging Code OUR** – all the Fees are paid by the Payer, i.e. the Payer pays the Fees of the Bank according to the valid Price List and also the Fees of the provider of the Payee or other intermediary providers.

**Charging Code SHA** – the Payer pays the Fees of his/her provider according to the valid Price List; the Payee shall pay the Fees of his/her provider or other intermediary providers.

**Collection** – a transfer of funds from the Payment Account, for which the Payee gives a Payment Order based on a consent which the Payer granted to the Payee, the provider of the Payee or his/her own provider.

**Direct Debit Authorisation** – consent to perform a single or repeated transfer of funds from the Payment Account of the Customer to the defined bank account of the Payee up to the defined limit, relating to every single transfer for which the Payee gives a Payment Order.

**Disputed Transaction** – a Payment Transaction against which the Customer submits a complaint at the Bank, in particular in cases when the Customer did not authorise it (e.g. a Payment Instrument was misused, the Account was accessed in an unauthorised manner) or performed it incorrectly or there was a technical error when the Payment Transaction was processed (e.g. a duplicate recognition, the ATM did not give the requested amount in cash, etc.).

**Euro Payment** – a payment directed to/from the European Economic Area in EUR, giving the valid Account number of the Payee / Payer in the IBAN format and with the Charge Code SHA.

**IBAN (International Bank Account Number)** – an international bank account number which enables the unequivocal identification of the Account number of the user of the respective provider/bank in the respective country.

**Moment of Acceptance of Payment Order** is the moment when the Bank receives a Payment Order. If the Payment Order is scheduled to be performed only after fulfilment of certain conditions or at the end of a certain period, it shall be deemed accepted only at this moment. A Payment Order accepted outside the opening hours of the Bank shall be deemed accepted at the beginning of the opening hours of the following Working Day.

**Payment** – a transfer of funds from the Payment Account of the Payer to the Payment Account of the Payee, based on a Payment Order directly given by the Payer to his/her provider.

**Payment Account** – an account used for the performance of Payment Transactions, maintained by the Bank or another provider of Payment Services; the Bank shall maintain the following Payment Accounts: Current Account and Savings Account in CZK and other currencies.

**Payment Initiation Service** – a service consisting of setting up a Payment Order to transfer funds from the Payment Account on behalf of the Payer by a provider other than the provider maintaining the respective Payment Account for the Payer if the Payment Order is set up on the Internet.

**Payment Instrument** – a personalised device or a set of procedures, agreed between the Bank as the provider of Payment Service and the Customer, used by the Customer to set up Payment Orders (e.g. Card, Telephone with a registered Card).

**Payment Order** – an instruction to perform a Payment Transaction.

**Payment Transaction** – a deposit of funds to a Payment Account, a withdrawal of funds from a Payment Account or a Transfer of funds if it is performed within a Payment Service.

**PTC (Product Terms and Conditions)** – shall mean the specific business Terms and Conditions issued by the Bank for individual Banking Services.

**SEPA payment** – a payment directed to/from the European Economic Area, Switzerland, San Marino, Monaco, Andorra, Vatican, and the UK in EUR, giving the valid account number of the Payee/Payer in the IBAN format and with the SHA fee type. The payment does not have any specific requirements for processing. The list of countries accepting SEPA Payments is specified at <https://www.europeanpaymentscouncil.eu/document-library/other/epc-list-sepa-scheme-countries>.

**Standing Order** – a Payment Order of the Payer to perform transfers of funds from the Payment Account of the Payer on predefined days or at regularly repeating intervals.

**Strong Customer Authentication (SCA)** – an authentication based on the use of two or more mutually independent Security Features from the categories such as knowledge (the fact known only by the user, e.g. PIN code, E-PIN, user name), holding (an item held only by the user, e.g. a SIM card linked to the Agreement), and inherence (items inherent to the user, e.g. a fingerprint, face recognition), where failure to fulfil one does not impact on the reliability of the others.

**Time Periods for Payment Services** – Time periods stipulated by the Bank in the Annex to these Terms and Conditions.

**Unique Identifier** – a combination of letters, digits or symbols, identifying the Customer or his/her Account when making Payment Transactions as defined by the provider.

**Working Day** – a day on which the provider of the Payer or the provider of the Payee, performing the Payment Transaction, usually perform activities necessary to perform this Payment Transaction.

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## 10. FINAL PROVISIONS

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10.1 These Terms and Conditions shall become valid and effective on **19 April 2021**.

**ANNEX 1 LIST OF MEMBER STATES OF EU/EEC AND THEIR CURRENCIES**

Member State of EU/EEC*)	Country code	Currency code
Aland Islands	AX	EUR
Andorra	AD	EUR
Austria	AT	EUR
Belgium	BE	EUR
Bulgaria	BG	BGN
Croatia	HR	HRK
Cyprus	CY	EUR
Czech Republic	CZ	CZK
Denmark	DK	DKK
Estonia	EE	EEK
Finland	FI	EUR
France	FR	EUR
French Guiana	GF	EUR
Germany	DE	EUR
Gibraltar	GI	GIB
Greece	GR	EUR
Guadeloupe	GP	EUR
Hungary	HU	HUF
Iceland	IS	ISK
Ireland	IE	EUR
Italy	IT	EUR
Latvia	LV	LVL
Lichtenstein	LI	CHF
Lithuania	LT	LTL
Luxembourg	LU	EUR
Malta	MT	MTL
Martinique	MQ	EUR
Mayotte	YT	EUR
Monaco	MC	EUR
Netherlands	NL	EUR
Norway	NO	NOK
Poland	PL	PLN
Portugal	PT	EUR
Réunion	RE	EUR
Romania	RO	RON
San Marino	SM	EUR
Slovakia	SK	EUR
Slovenia	SI	EUR
Spain	ES	EUR
Sweden	SE	SEK
Switzerland	CH	CHF
United Kingdom	GB	GBP
Vatican	VA	EUR

\*) member states of the European Union and the European Economic Area, i.e. member states of the EU and Lichtenstein, Iceland, Norway, dependent territories and countries which are included in the scheme of SEPA payments.

## ANNEX 2 TIME PERIODS FOR PROVISION OF PAYMENT SERVICES

### Working Days for performing Payment Transactions

Type of Payment Transaction	Working Day
Domestic Payment Transactions in CZK in the CR – domestic payment services	A day on which the banks in the CR are open and transactions are settled at the Clearing Centre of the CNB
Immediate transfers in CZK	Any day including weekends and holidays
Transfers abroad or to a domestic bank in a foreign currency	A day on which the banks in the CR and abroad are open and foreign exchange transactions are settled in the CR as well as the main financial centre of the transaction currency
Transfer in CZK without a conversion within the Bank	Any day including weekends and holidays
Transfer in a foreign currency and / or with a conversion within the Bank to 350 K CZK	Any day including weekends and holidays
Transfer in a foreign currency and / or with a conversion within the Bank above 350 K CZK	A day on which the banks in the CR and abroad are open and foreign exchange transactions are settled in the CR as well as the main financial centre of the transaction currency
Incoming domestic payment in CZK	A day on which the banks in the CR are open and transactions are settled at the Clearing Centre of the CNB
Incoming payment from abroad or from a domestic bank in a foreign currency	A day on which the banks in the CR and abroad are open and foreign exchange transactions are settled in the CR as well as the main financial centre of the transaction currency
Standing Order – a transfer in CZK without a conversion within the Bank	Any day including weekends and holidays
Standing Order – a transfer in CZK with a conversion within the Bank	Any day including weekends and holidays
Standing Order – a Payment Transaction in CZK to another domestic bank	A day on which the banks in the CR are open and transactions are settled at the Clearing Centre of the CNB
Direct Debit Authorisation – a Payment Transaction on the initiative of the Payee	A day on which the banks in the CR are open and transactions are settled at the Clearing Centre of the CNB

### Cashless Payment Services – Outgoing Payment Transactions

#### I. Domestic Payment Transactions in CZK in the CR – domestic payment services

Payment Order Priority	Acceptance of Payment Order	Debit of funds from the account of the Customer	Crediting funds to the account of the provider of the Payee
Standard	to 10:30	D	D
Standard	from 10:30 to 22:00	D	D+1
Express	to 12:00	D	D
Payment Order Priority	Acceptance of Payment Order	Debit of funds from the account of the Customer	Delivery of order to the provider of the Payee
Immediately	to 24:00	D	D

#### II. Foreign Payment Transactions

##### A. EUR transfers/euro payments to the countries of the EU/EEC

Payment Order Priority	Acceptance of Payment Order	Debit of funds from the account of the Customer	Crediting of funds to the account of provider of the Payee
Standard	to 16:00	D	D+1
Express	to 12:00	D	Max. D+1

##### B. SEPA payments

Payment Order Priority	Acceptance of Payment Order	Debit of funds from the account of the Customer	Crediting of funds to the account of provider of the Payee
Standard	to 16:00	D	D+1

C. Transfers to the countries of the EU/EEC in the currencies of the countries of the EU/EEC except for EUR

Payment Order Priority	Acceptance of Payment Order	Debit of funds from the account of the Customer	Crediting of funds to the account of provider of the Payee
Standard	to 16:00	D	D+4
Express	to 12:00	D	Max. D+4

D. Transfers to the countries outside the EU/EEC or in currencies other than the currency of the countries of the EU/EEC

Payment Order Priority	Acceptance of Payment Order	Debit of funds from the account of the Customer	Crediting of funds to the account of provider of the Payee
Standard	to 16:00	D	D+4
Express	to 12:00	D	Max. D+4

**Cashless Payment Services – Incoming Payment Transactions**

Type of Payment Order	Delivery to the Bank from the counterparty	Crediting of funds to the account of the Bank and receipt of documents for recognition	Crediting funds to the account of the Customer
Domestic transfer	D	D	D
Transfers from abroad and in foreign currency from the CR	to 16:00	D	D
Transfers from abroad and in foreign currency from the CR	after 16:00	D	D+1

**Internal transfers within the Bank**

Type of Payment Order	Acceptance of Payment Order	Debit of funds from the account	Crediting funds to the account
Transfer of CZK without a conversion	to 22:00	D	D
Other transfers/conversions to 350 K CZK	to 23:55	D	D
Other transfers/conversions above 350 K CZK	to 16:00	D	D

**Standing Orders**

Type of Payment Order	Acceptance of Payment Order	Date of the first payment – debiting funds from the account	Crediting funds to the account
Transfer in CZK without a conversion within the Bank	to 22:00	D	D
Transfer in CZK with a conversion within the Bank	to 16:00	D	D
Payment Transaction in CZK to another domestic bank	to 22:00	D	D+1

**Direct Debit Authorisation**

Type of Payment Order	Acceptance of the Direct Debit Authorisation	Effective date – debiting funds from the account (in the case of acceptance of the Payment Transaction on the initiative of the Payee)	Crediting funds to the account
Payment Transaction on the initiative of the Payee	to 22:00	D+1	D+1

**Cash Payment Services**

Type of Payment Order	Acceptance of Payment Order	Crediting funds to the Account
Deposit at an ATM of the Bank	to 22:00	D

**TIME LIMITS FOR REPEATED SETTLEMENT**

In the case of insufficient available funds to perform a Payment Order, the Bank shall conduct a repeated settlement for some types of Payment Transactions. As a rule, the Bank shall perform a repeated settlement of the respective type of Payment Transaction only on a Working Day, i.e. on the due date of the Payment Transaction with the deadlines specified below:

Type of Payment Order	Repeated settlement on day D	Frequency of the repeated settlement on day D	Rejection of the Payment Order
Standard domestic Payment Transactions in CZK	to 23:55	usually every 60 minutes from acceptance	D+1
Immediate domestic Payment Transactions in CZK	Not to be performed		
Express domestic Payment Transactions in CZK	to 13:00	usually every 60 minutes from acceptance	D
Standard transfers abroad or to a domestic bank in a foreign currency	to 23:55	usually every 60 minutes from acceptance	D+1
Express transfers abroad or to a domestic bank in a foreign currency	to 23:55	usually every 60 minutes from acceptance	D+1
Transfers within the Bank	to 23:55	usually every 60 minutes from acceptance	D+1
Standing Orders – first payment	to 22:00	usually several times a day	D+1
Standing Orders – repeated payments	to 23:55	usually every 60 minutes from acceptance	D+1
Payment Transaction on the initiative of the Payee	Not to be performed		D

D is a Working Day for the respective type of the Payment Transaction