

PRODUCT TERMS AND CONDITIONS FOR USE OF GOOGLE PAY IN EQUA BANK FOR INDIVIDUAL ENTREPRENEURS AND LEGAL ENTITIES

1. INTRODUCTORY PROVISIONS

- 1.1. The Product Terms and Conditions for the use of Google Pay in Equa bank for Individual Entrepreneurs and Legal Entities (hereinafter "**PTC GP**") shall govern the rules for the use of Cards in Google Pay pursuant to the Agreement, the Price List, the Interest Rate List, the Terms and Conditions for Payment Card Holders of Equa bank for Individual Entrepreneurs and Legal Entities, the Product Terms and Conditions of Payment Services of Equa bank for Individual Entrepreneurs and Legal Entities, the Product Terms and Conditions for Current Accounts and Direct Banking of Equa bank for Individual Entrepreneurs and Legal Entities, and the Business Terms and Conditions of Equa bank for Individual Entrepreneurs and Legal Entities (hereinafter "**BTC**"), forming an integral part of them, and in connection with these documents.
- 1.2. The Bank shall communicate every amendment to the PTC GP to the Customer no later than two (2) months before the day on which this amendment shall become effective in writing, by e-mail or through Direct Banking. The Customer shall be entitled to reject the amendment to the PTC GP by the effective date of the amendment and to terminate the Agreement pursuant to the BTC. Should the Customer not reject the amendment as of its effective date, the amendment shall be deemed to be agreed by him/her. The Bank shall specifically inform the Customer of this consequence in a notification of an amendment to the PTC GP.
- 1.3. As a rule, the Bank shall introduce amendments to the PTC GP only in justified cases and within the necessary scope (i.e. legislation or regulatory changes, having an impact on the functioning of the Bank or on the cooperation of the Customer or on increasing the efficiency of processes related to the provision of Banking Services).
- 1.4. Capitalised terms or phrases in the PTC GP shall have the meaning defined in the BTC or a meaning specified in the individual provisions of the PTC GP, the Product Terms and Conditions for Current Accounts and Direct Banking of Equa bank for Individual Entrepreneurs and Legal Entities or in the Product Terms and Conditions of Payment Services of Equa bank for Individual Entrepreneurs and Legal Entities or in the Product Terms and Conditions for Payment Card Holders of Equa bank for Individual Entrepreneurs and Legal Entities. The definition shall be applied uniformly both to the singular and plural form.

2. TERMS AND CONDITIONS OF USE

- 2.1. The following shall be needed for the use of Google Pay:
 - A mobile device, supporting the NFC technology, with an installed Android operating system, version 5.0 or higher,
 - A Gmail account,
 - Enabled locking of the mobile device, using a selected method (e.g. a password or gesture).
- 2.2. Google Pay can be downloaded by the Card Holder into the mobile device **only through Google Play**.
- 2.3. When registering the Card in Google Pay, the Card Holder shall be requested to provide the complete Card data, such as the **full Card number, its validity date, and CVC/CVV** as well as the data of the Card Holder, such as the address and the mobile telephone number.
- 2.4. Before completing the Card registration, a unique single verification code to verify the Card Holder shall be sent **to the mobile telephone number of the Card Holder, which is registered in the Bank**.
- 2.5. **Several Cards may be registered** in Google Pay, including cards by other issuers.
- 2.6. When the first Token is added, it shall automatically be set as the **initial Token**.
- 2.7. When adding an additional Token, the Card Holder may set a new initial Token at any time.
- 2.8. The Bank shall be entitled not to allow the issuance of a Token to the Card Holder.
- 2.9. The validity period of the Token shall be identical with the validity period of the Card, not exceeding **three (3) years from the Token issuance**. When the Token validity expires, the Card must be registered again.
- 2.10. The provider may suspend or terminate the availability of Google Pay. The suspension or termination of availability of Google Pay shall be governed by the terms and conditions of the Provider.
- 2.11. The Bank shall be authorised to unilaterally terminate or limit Payment Transactions using Google Pay at any time.
- 2.12. The Card Holder shall be obliged to:
 - Protect Google Pay as well as the mobile device against software misuse, and the mobile device against loss or theft,
 - Secure the mobile device using a selected method,
 - Not communicate the security method of the mobile device and the Card data to a third party,
 - Immediately inform the Bank of an unauthorised use of Google Pay and/or a loss and theft of the mobile device.

- 2.13. The Card Holder shall acknowledge that, should Google Pay be uninstalled, the Card shall not be removed from the device and Payment Transactions shall not be enabled by the mobile device. The Bank recommends that the Card Holder first remove the Card from Google Pay and then uninstall Google Pay.

3. RECOGNISING TRANSACTIONS AND CARD LIMITS

- 3.1. The Card Holder may use Google Pay to perform a Payment Transaction up to the amount of the Card Limit.
- 3.2. Should the Card Holder authorise the Payment Transaction, he/she grants consent to the Payment Transaction. The authorisation of the Payment Transaction cannot be withdrawn.
- 3.3. The Payment Transaction shall be authorised by bringing the mobile device with Google Pay and the Token closer to the payment terminal. The screen of the mobile device must be on. For security reasons, the following may be requested:
- To unlock the mobile device using the selected method,
 - To enter the PIN code of the Card on the payment terminal, and/or
 - To sign the receipt according to the valid signature on the Card (this may be required in particular when authorising a Payment Transaction on a payment terminal abroad).
- 3.4. The Card Holder shall have access to the latest Payment Transactions, which the Bank transmits to the Provider in an anonymous form, in Google Pay. The complete history of Payment Transactions shall be available to the Card Holder in Internet Banking or on the Account Statement when it has been settled.

4. DEFINITION OF TERMS

Capitalised terms shall have the following meaning, unless otherwise follows from the text of the PTC GP:

Agreement – shall have the meaning defined in the BTC.

Bank – shall have the meaning defined in the BTC.

Card – an embossed debit payment card issued for the Account; for the purposes of the PTC GP, a Card shall also be a new card and a renewed card, unless otherwise expressly defined by the PTC GP. The Card shall also enable contactless Payment Transactions to be performed.

Card Holder – a person who shall be entitled to dispose of funds in the Account based on an instruction of the Customer and to whom the Bank shall grant a separate authorisation to access the Account through Direct Banking or to whom a Card shall be issued upon the request of the Customer for the Account of the Customer.

Card Limits – the maximum amount, by which the amount of Payment Transactions by Card shall be limited from the respective Account per day (00:00-23:59), unless the Agreement on Issuance of the Payment Card shall specify another reference period or another limitation of the size of individual Payment Transactions as separate transaction limits in particular for cash withdrawals, for purchases at Merchants or Payment Transactions by Card on the Internet; these limits shall not allow that a maximum amount for Payment Transactions be exceeded; should it be reduced, partial Card Limits shall adequately be reduced as well.

Customer – shall have the meaning defined in the BTC.

Google Pay – an application in the device of the Card Holder or a function in the setting of the Android system in the mobile device of the Card Holder, which shall enable Payment Transactions with a mobile device using a Token and which uses the NFC (Near Field Communication) technology.

Payment Transaction – the movement of funds in the Payment Account, connected with payment services – transfer of funds, payment by Card (including a contactless performance of Payment Transaction).

Price List – shall have the meaning defined in the BTC.

Provider – shall be Google Ireland Limited situated in Ireland, Gordon House, Barrow Street, Dublin 4, providing the Google Pay application based on the Agreement concluded with the Bank.

Token – an equivalent of a card in Google Pay, which shall be created to register the Card in Google Pay.

5. FINAL PROVISIONS

- 5.1. The Card Holder shall consent to the contents of the PTC GP and shall be obliged to adhere to them.
- 5.2. The PTC GP shall become effective on **1 January 2022**.