



Commercial Terms and Conditions of Tatra banka, a.s. for Multicash and TatraPay services and payment instruments

Preamble

Commercial Terms and Conditions of Tatra banka, a.s. for Multicash and TatraPay services and payment instruments (hereinafter the “CTC”) govern the legal relations between the Bank and its Clients in providing the payment services through the Multicash electronic banking system and TatraPay service. Bank is a payment services provider under the Act on Payment Services.

Multicash electronic banking system is allocated to Clients under special contractual relationships and enable the Bank's Clients to implement the following payment services under the conditions defined in the relevant agreements and these CTC:

- cashless payment transactions - transfers of funds from or to an account by means of a one-off payment order (including a batch order), in the form of a payment order or a SEPA direct debit order.

Client is entitled to use the TatraPay service under special agreement on the operation of the TatraPay service. Using the TatraPay service, the Bank ensures for the client the execution of payment orders of third parties - the Client's customers.

Under the above-mentioned agreements or in connection with them, the Bank's Clients are provided with also other services defined in the agreements and the CTC.

Terms and Definitions

Unless the context of these CTC indicates otherwise, the terms below will have the following meanings for the purposes of these CTC:

Bank - Tatra banka, a.s., Hodžovo námestie 3, 811 06 Bratislava, Company ID No.: 00 686 930, registered in the Commercial Register of the District Court Bratislava I, Sec.: Sa, File No. 71/B, Tax ID No.: 2020408522

Client - a natural person-entrepreneur or a legal entity that holds a Current Account with a Bank and who has entered with the Bank into a special agreement on the use of the Multicash electronic banking system or an agreement on the operation of the TatraPay service

Consumer - a natural person, who does not act within the capacity of their employment, profession or business activities, or as a statutory body of a legal entity, proxy or representative thereof (including representative of a natural person - entrepreneur) upon concluding and/or performing the relevant agreement. Bank declares that it does not consider any legal entity or natural person-entrepreneur to be a consumer, even if such a person employs less than

ten persons or its annual turnover or total annual balance sheet value does not exceed EUR 2 000 000

GTC - General Terms and Conditions of Tatra banka, a.s.
Act on Banks - Act of the National Council of the Slovak Republic No. 483/2001 Coll. on Banks and on amendments and supplements to certain laws as amended
Act on Payment Services - Act of the National Council of the Slovak Republic No. 492/2009 Coll. on payment services and on amendment to certain acts, as amended,

Multicash

1. Under special agreements, the Client is entitled to deliver payment orders and SEPA direct debit orders to the Bank in the form of electronic file exchange (hereinafter the “EFE”).
2. In the case of payment by EFE, the client delivers to the Bank an electronic file with payment orders and/or SEPA direct debit orders, unless expressly agreed otherwise in writing between the Bank and Client, signed by electronic signatures of persons designated by the Client. The rights and obligations of the Bank and Client regarding the preparation and execution of SEPA direct debit orders are regulated in a separate agreement between the Bank and Client. Conclusion of such a special agreement is a condition for processing and execution of SEPA direct debit orders delivered via the Multicash payment instrument by the Bank.
3. Client and the Bank may also agree by a separate agreement on sending of other files with other legally relevant documents in the form of EFE.
4. Entry, transmission, processing of payment orders, SEPA direct debit orders and other additional functions (e.g. according to par. 3) are ensured by software provided and owned by the Bank. Bank provides this software to the Client free of charge for the entire duration of the Agreement on the Use (Provision) of the MultiCash Electronic Banking System. Client is obliged to respect the copyright to the software. Technical equipment is provided by the Client, in accordance with the specification agreed in the agreement.
5. Any unprofessional interventions in the software supplied by the Bank, which may cause the client application to malfunction, shall be borne by the Client, and the Bank may demand reimbursement of the costs incurred to bring the client's side into serviceable condition.

6. Bank is entitled to perform the installation of the Multicash electronic banking system, its change, servicing and maintenance also through an authorised third party designated by the Bank. Client will always be informed in advance in an appropriate manner about the identity of such third party. In the event that the Client requests the Bank to perform servicing or maintenance of the Multicash electronic banking system, the Bank is entitled to request the Client to provide access to the Multicash electronic banking system and the Client's information system remotely in order to perform such servicing and/or maintenance via remote access.
7. Client is responsible for the accuracy of the data in the file, for the correct use of electronic signatures, for the authorization of the file, for the secure storage of security features (e.g. PIN - personal identification number), for the protection of data authorising the Client to send the transaction file.
8. Specific security features for sending and authorising are listed in the relevant agreement. In the Agreement on the Use (Provision) of the MultiCash Electronic Banking System, it is in particular an electronic signature issued by the Bank under the Agreement on the Use (Provision) of the MultiCash Electronic Banking System intended exclusively for the closed Bank-Client system and exclusively for the needs of Multicash. Such electronic signature is issued without a time limit for the entire term of the Agreement on the Use (Provision) of the MultiCash Electronic Banking System. Electronic signatures of authorised persons are generated during the installation of the MultiCash electronic banking system on the Client side. In the case of adding new authorised persons to the existing MultiCash electronic banking system, which was installed in the past, the signature is generated by the Client together with the relevant authorised person or, at the Client's request, by a person authorised by the Bank. For each electronic signature, the authorised person chooses the password for the signature, which they are obliged to protect in accordance with par. 9 of CTC, and prints the "Application for registration of the public key". The application contains a HASH, which is used to verify and activate the signature key for the given electronic signature in the Bank. The application must always be signed by an authorised person who has generated an electronic signature and a statutory or other authorised representative of the Client according to the Client's signature specimen in the Bank. After generating the key and signing the application in accordance with the previous sentence, the application must be delivered to the Bank in person in the form of the original, unless the Banks determines otherwise for a specific case. The method of using the electronic signature for the Multicash system is specified in the Agreement on the Use (Provision) of the MultiCash Electronic Banking System.
9. Client and authorised persons contractually appointed by the Client are obliged to use the Multicash payment instrument and security elements in accordance with the conditions stipulated in the relevant agreements and these CTC. After allocating security features and making the payment instruments available, take all reasonable steps to ensure the protection of the security features. In particular, the following shall be considered as appropriate acts:
 - a) not to leave the security features unattended and prevent any disclosure or disclosure of the security features
 - b) not to store the PIN code for the chip payment card together with the given card, do not write down the PIN code on the card or other medium and do not disclose it to a third party, not even the police or Bank's employees,
 - c) not to use the password to access the payment instruments within other systems (e.g. social networks)
 - d) not to enter or otherwise record the password for access to the payment instruments and not to disclose it to a third party, not even the police or the Bank's employees
 - e) use duly licenced antivirus and anti-spyware program with latest updates
 - f) when remotely authorising payment transactions not to use public or unknown computers
 - g) to log off properly after finishing work with the payment instruments
 - h) treat the security features and payment instrument as carefully as cash, not leaving them anywhere unattended or accessible during their absence,

Failure to perform the above acts or their omission is considered gross negligence on the part of the Client and/or the Client's authorized person.
10. If the Client or their authorised person believes that the Client's payment instruments or the authorised person's security features may be misused, they are obliged to immediately contact the Bank through any branch of the Bank or by phone via DIALOG Live (24/7 service) on the phone number valid at the time of the call (at the time of publication of these CTC from the mobile phone on the abbreviated number *1100 or *TABA, for calls from the landline on the number 0800 00 1100, from abroad on the number: +421/2/5919 1000) and request that access be blocked. Likewise, the Client and/or authorised Person is required to proceed in the event of loss or theft of security feature.
11. In the event that the Client discovers an unauthorized or incorrectly executed payment transaction, they are entitled to a remedy by the Bank, if without undue delay from the date of discovery of an unauthorized or erroneous

payment transaction but no later than 13 months from the date of debiting or crediting the affected account, informs the bank that it has detected an unauthorised or incorrectly executed payment transaction, which entitles it to a remedy. Given the fact that the payment transaction may arise in a causal connection with the commission of a crime (e.g. fraud, damage and misuse of information on the information carrier or theft) or may result in unwarranted enrichment, the customer and the authorised person are obliged to inform the Bank about detecting unauthorised or incorrectly executed payment transactions to provide the Bank with maximum possible co-operation in identifying the causes and consequences of such payment transactions.

12. If the Bank refuses to execute a payment order entered via the Multicash payment instrument, it informs the client about the rejection of the payment order via the payment instrument in question. The provisions of the GTC on refusal to execute a payment order are not affected by the provisions of this paragraph.
13. Client is entitled to revoke a payment order submitted via the Multicash payment instrument under the Agreement with the Bank until the moment determined by the Bank and in the manner determined by the Agreement between the Bank and Client.
14. The Multicash payment instrument does not carry out payment transaction on Saturdays, Sundays and public holidays and non-working days.
15. Under Section 98, par. 1 of the Payment Services Act, the provisions of Sections 6, 8 par. 3, Section 10, Sections 12 to 14, Section 22 and the provisions of Section 33 to 44, with the exception of Section 44 par. 2. and 3. of the Payment Services Act do not apply in its entirety if the Client is not a consumer under the Payment Services Act or these CTC. Liability relationships established or related to Agreements on Use (Provision) of Multicash Electronic Banking System concluded between a Bank and a Client who is not a consumer under the CTC or the Act of the National Council of the Slovak Republic No. 492/2009 on Payment Services are governed by these CTC, while it applies in particular that payment orders delivered to the Bank, which contain the established security features of the Authorised Person, will be considered as acts of the authorised person designated by the Client, therefore the Client bears full responsibility towards the Bank.
16. When issuing certain types of security features under par. 8 or the relevant agreement, the Bank has the right to demand from the Client a security for their return in working order in the amount specified in the currently valid Service Charges of Tatra banka, a.s. or the relevant agreement under which they were provided.
17. If such security has been provided, the Bank is obliged to return it immediately after the return of the relevant security feature in working order. Client is obliged to return the relevant security features without delay, but no later than within 30 days from the termination of the relevant Agreement or from the date of the Bank's specified termination of use of security feature, whichever occurs first. If the Client does not deliver the affected security feature to the Bank within the specified period in working order, the Bank has the right to use the security provided by the Client in full to compensate the damage caused to the Bank by not returning the security feature in working order. Authorised person will not be informed of such use of the security.
18. If the Client or the authorised persons designated by the Client have used, as a security feature, the means that cannot be used as security features in the versions of the Telebanking/ Multicash electronic banking systems supported by the Bank as of 25. April 2013, the Client was obliged to return the affected security features by 30. 11. 2013. If the Client did not deliver the security features to the Bank within the specified period in working order, the Bank used the security provided by the client at the time of obtaining such security features in full to compensate the damage caused to the Bank by not returning the security features. Client will not be informed of such use of the security.
19. With regard to the introduction of SEPA payment schemes, the Bank has not provided the direct debit service in the form in which it provided it before the specified date. This service is replaced by the SEPA direct debit payment service, whereby the client is entitled to deliver SEPA direct debit orders to the bank via the Multicash electronic banking system and to request their execution only if, in addition to the Agreement on the Use (Provision) of the Multicash electronic banking system, the Client has also concluded with the Bank a separate agreement on the provision of the SEPA direct debit payment service in line with par. 2 of this part of CTC - e.g. SEPA Direct Debit Service Agreement (SEPA CORE DIRECT DEBIT payment scheme) or another similar agreement regulating a different SEPA payment scheme. In connection with the above, in the Agreement on the Use (Provision) of the MultiCash Electronic Banking System, the term "direct debit order" and the term "direct debit order processing (direct debit requests)" are replaced by the term "SEPA direct debit order" or "Processing of a SEPA direct debit order", all provided that the Client and the Bank have concluded a separate agreement on the provision of the SEPA direct debit payment service. The provisions of such Agreement on the Use (Provision) of the MultiCash Electronic Banking System will apply to SEPA direct debit orders only to the extent that they do not

conflict with a special agreement on the provision of the SEPA direct debit payment service. The provisions of such a special agreement on the provision of the SEPA direct debit payment service shall in these cases take precedence over the provisions of the Agreement on the Use (Provision) of the MultiCash Electronic Banking System. For the avoidance of any doubts, the Client is not entitled to deliver a direct debit order or SEPA direct debit via the Multicash electronic banking system and the Bank will not process such payment order with effect from 1 February 2014 unless the Client has concluded a special agreement on the SEPA direct debit payment service. At the same time, Annex 5 without compensation is deleted from the Agreement on the Use (Provision) of the MultiCash Electronic Banking System concluded between the Bank and Client. The provisions of CTC referred to in this paragraph shall take precedence over the provisions of such Agreement on the Use (Provision) of the MultiCash Electronic Banking System.

Client is entitled to deliver SEPA direct debit orders to the Bank in the name and for the benefit of a third party account via the Multicash electronic banking system only if such third party has a special agreement with the bank on the provision of the SEPA direct debit payment service. To avoid doubt, it applies that the Client is entitled to send SEPA direct debit orders on behalf of the third party even without concluding a Special SEPA Direct Debit Payment Service Agreement on their behalf.

TatraPay

1. Under special agreement, the Bank undertakes to ensure the execution of payment orders for the contractual partner - merchant via the TatraPay system operated 24/7 with the exception of technical maintenance.
2. The Bank will make¹ attempt by synchronous communication to provide information on the execution of the payment to the merchant. At the same time, the Bank will send this information in another independent way, via the communication channel defined in the relevant agreement on the operation of the TatraPay service and the Technical Manual.
3. Bank undertakes to keep a database of payers to the merchant for at least 70 days from the execution of the transaction.
4. Bank may not change or modify or interfere in any way with the content of data received from the merchant without the prior written consent of the merchant.
5. Bank will not make the payment if the data received from the merchant are not received in the agreed structure and via the agreed electronic channel specified in the Technical Manual for the TatraPay service. Bank considers such a payment to be incorrect.
6. Bank does not inform the merchant about the non-execution of an erroneous payment.
7. Bank shall not be responsible for delivering information on the execution of the payment to the merchant pursuant to par. 2.
8. Merchant undertakes to provide the Bank with payment data in the specified structure and through the agreed communication channel specified in the Technical Manual of TatraPay service.
9. When communicating with the Bank, a merchant undertakes to always check the Bank's security signature in accordance with the Technical Manual.
10. The Merchant is always obliged to check the actual execution of the payment before issuing the goods and/or providing the service by means of the Bank's **Internet** banking, the DIALOG Live service, or by means of another service of the Bank which enables the Merchant to obtain up-to-date information on the status and movements on the Current Account to which the payment made by means of the TatraPay service is to be credited (hereinafter the "Account"). This does not apply in cases where the bank's communication with the merchant and the security of the transmitted data is ensured through HMAC and ECDSA signatures. However, in such cases, prior to the delivery of goods or provision of services for the provision of which the Merchant accepts payment via TatraPay, the Merchant is obliged to check the HMAC and ECDSA signatures in the message received from the Bank in connection with the execution of the payment in question, in accordance with the Technical Manual. The merchant assumes full responsibility for any damage that arises by handing over the goods or by providing the service without performing the appropriate type of verification: actual execution of the payment or HMAC and ECDSA signatures according to the Technical Manual.
11. In order to control the execution of payments for goods and services, the merchant shall establish access to their account for through Internet banking, the DIALOG Live service, or through another Bank service that allows the merchant to obtain up-to-date account information.
12. The security of transmitted data is ensured by a security key, which ensures the authentication of the sender of the message and control over data integrity and, in the case of synchronous communication, also the SSL protocol ensuring the confidentiality of the communication.
13. Bank reserves the right to shut down the TatraPay system in the event of maintenance, software updates or prophylactics. If the planned intervention by the Bank is necessary, it will be implemented at a time determined and appropriately announced by the Bank.
14. The presentation of the virtual shop and the types of goods provided must not contain the promotion of violence, racism, they must not contradict good morals and the applicable laws.

15. In the event that the merchant does not validly and effectively include a new account to which the TatraPay service is to be linked in the agreement on the operation of the TatraPay service within 12 calendar months from the cancellation of the last account to which the TatraPay service is to be linked, the validity of the agreement on the operation of the TatraPay service expires on the expiration of the last day of the 12-month period, and the merchant is no longer entitled to use the TatraPay service.. The provisions of CTC referred to in this paragraph shall take precedence over the provisions of the agreement on the operation of the TatraPay service.

Service Charges along with the effective date thereof at its Business Premises and on its website, or in other appropriate way agreed on with the Client. The Bank shall deliver the publication at latest as of the change effective date. Service Charges of Tatra banka, a.s. are available at every branch of the Bank and on its web site, and that either as a separate document or as an integrated part of the Service Tariff.

6 Bank reserves the right to discontinue the provision of services including payment services in the case of maintenance of the Bank's information systems, software update, or prophylactics. In cases where such interruption can be envisaged, such planned intervention will be appropriately notified by the Bank.

Common Provisions

1. Bank shall not be liable for any damage incurred by the Client by not being able to use the payment services provided by payment instruments and Multicash and Tatrpay services in accordance with these CTC at a certain point in time.
2. The Bank is not responsible for damages caused by or associated with transmission errors, technical failures, interruption of the line, interference with the facilities of the telecommunication service provider or private network operators, as well as other technical problems of any kind, except for cases caused by the Bank intentionally or arising from gross negligence. Responsibility for the accuracy of the transmitted data, the failure of the Client's and/or merchant's hardware or software equipment is borne by the Client.
3. Bank shall not be liable for the damage and other consequences due to:
 - a) entry of another person into an ongoing connection between the Bank and Client via technical equipment and networks,
 - b) disclosure and misuse of Client-related data constituting banking secrecy, including personal data of the Client, transmitted by the Bank or the Client on the basis of or in connection with the provision of the service via electronic communication media,
4. Bank shall be liable for damage caused by errors, misunderstandings and mistakes in the delivery of data via electronic communication media between Bank and Client or other offices of Bank only if it is at fault. This also applies to issue of multiple orders via electronic communication media.
5. The Bank charges Client all fees associated with the provision of services defined by these CTC in accordance with the current Service Charges of Tatra banka, a.s. and applicable agreement. Bank is authorised to change the extent of provided products and services, as well as the amount of charges and prices for products and services in the Service Charges of Tatra banka, a.s. Changing the

Final Provisions

1. Mutual rights and obligations of Bank and Client not regulated by Agreement or these CTC are governed by GTC. These Commercial Terms and Conditions take precedence over the relevant agreement, if expressly stated herein or in the relevant agreement.
2. The manner of settling the disputes, if any, that could arise under or in connection with provision of the services defined by these CTC is specified in the relevant Agreement between Bank and Client and GTC.
3. Unless the Bank and Client have agreed otherwise, the legal relationships between them are governed by the laws of the Slovak Republic (excluding conflict-of-law rules of private international law as part of the legal regulations of the Slovak Republic) and disputes arising out of or in connection therewith, except for the disputes falling under the jurisdiction of the arbitration tribunal, fall under the competence of the courts the Slovak Republic having relevant subject matter and territorial jurisdiction.
4. Client is entitled to file a claim in a written form at any Bank's branch or via telephone by means of DIALOG Live service, and that during the business hours. Bank is obligated to accept the raised claim and decide upon justification thereof within the periods stipulated by the Order of Claim Procedure. Bank informs the Client of claim status in a written confirmation of claim processing delivered without unnecessary delay to the latest known address of the Client. The procedure and terms of complaint handling are governed by the GTC and the Bank's Complaint Rules. Unless otherwise agreed in the agreement with the Client, the Bank concludes the relevant agreement with the Client in the Slovak language and communicates with the Client in the Slovak language during the contractual relationship. Information and services determined by the Bank are provided in addition to the Slovak language also in English and German languages.

5. The Bank is authorised, depending on the amendments to particular legal regulations or its business policy, or upon the Bank's Management decision, to amend or completely replace these GTC (hereinafter the "Amendment"). Bank shall publish this Amendment in its business premises and on its website, together with the determination of its validity and effectiveness, and the Bank shall ensure the publication no later than two months before the change takes effect. If the Client disapproves of the amendment to the CTC, the Client is obligated to notify the Bank of the disapproval in writing at latest until the Amendment effective date. Unless the Bank and Client agree otherwise, they are entitled to terminate their mutual commitments and settle their respective liabilities. In case the Client fails to notify the Bank within the above-stated period of the disapproval of the amendment to the CTC, the Client shall be deemed giving consent to the amendment and the mutual relationships between the Bank and the Client shall as of the amendment effective date conform to the amended CTC.
6. Bank publishes the CTC on its website and in its Business Premises. CTC are valid even after the legal relationship between the Bank and Client terminates, and that until the complete settlement of mutual commitments. Client is authorised to ask for provision of the respective CTC in paper or electronic form at any time in the course of the contractual relationship with Bank.
7. CTC become valid upon the day of publication thereof at business premises of the Bank and effective on 1 September 2015. On the day of their effectiveness, these CTC fully replace the provisions of the Commercial Terms and Conditions for Electronic Banking, which entered into force and effect on 1 February 2014, regulating the services and payment instruments of Multicash and TatraPay.