



# Commercial Terms and Conditions of Tatra banka, a.s. for electronic banking services Business banking<sup>TB</sup>

## Preamble

Commercial Terms and Conditions of Tatra banka, a.s. for **Business** banking<sup>TB</sup> (hereinafter the "**BBOP**") govern the legal relations of Tatra banka, a.s., Hodžovo námestie 3, 811 06 Bratislava, Company ID No.: 00 686 930, registered in the Commercial Register of the City Court Bratislava III, Section: Sa, File No. 71/B, Tax ID No.: 2020408522 (hereinafter the "**Bank**") and its clients in providing the electronic banking services **Business** banking<sup>TB</sup> of Tatra banka, a.s. (hereinafter the "**BBTB**") on the Internet. The Bank is a payment services provider under the Act on Payment Services for BBTB payment instruments. BBTB is provided to clients under the BBTB Agreement and allows the Bank's clients to perform the rights and transactions under the terms and conditions defined in the BBTB Agreement and these BBOP in the extent agreed upon in Annex 2 to the BBTB Agreement or, if not stated otherwise, in the extent defined in the current version of Annex 1 to the BBOP.

## Article I

### Terms and Definitions

Unless the context of the BBOP or BBTB Agreement provides otherwise, the terms below will have the following meaning for the purposes of the BBOP and BBTB Agreement:

**Administration in BBTB** – administration of settings for Profiles of rights, Signing Roles, Signing Rules, Client's Users in BBTB and Instant Payment Limits including the option to unilaterally change and amend or cancel the provisions by the Client directly in BBTB and access the information on their current status.

**Active form of rights** – allows the User to create, edit and delete electronic orders and/or electronic applications through BBTB (it concerns the rights to Create, Edit, Delete, Revoke, Approve, Import) and obtain the information provided through BBTB (in particular the right to View).

**Letter of Credit** – letter of credit pursuant to the VÚP, unless these BBOP state otherwise.

**Automatic rights and transactions** – the rights and transactions automatically assigned to the User together with the access to BBTB regardless of the assigned Profile of rights.

**BBOP** – Commercial terms and conditions of Tatra banka, a.s. for electronic banking services **Business** banking<sup>TB</sup>, as amended.

**Current Account** – means common term for (i) Account Holder's current account established pursuant to

Section 708 et seq. of the Commercial Code, made accessible in BBTB and specified in Annex 1 to BBTB Agreement and (ii) corporate debit payment cards issued for the current account.

**Certification** – confirmation of electronic transaction by the authorised User through IAAP, while the Signing Rules do not apply to the electronic transaction under Annex 1 to BBOP.

**Batch** – batch file containing at least one electronic order

**Daily limit** – amount specified in the Signing Rule, which, along with the currency limit specified in the Signing Rule, expresses the maximum amount of the sum of individual amounts for payment as specified in all Batches together that can be signed using the applicable Signing Rule for a calendar day.

**Deposit agreement** – deposit agreement in terms of Capital Markets Commercial Conditions of Tatra banka, a.s. unless otherwise specified in these BBOP.

**Electronic application** – application relating to the Accounts, Other Bank Products or Administration in BBTB delivered by the Client to the Bank through BBTB. Individual types of applications are set out in the Matrix of rights and transactions and will be made available to the Client in BBTB upon Bank's decision.

**Electronic transactions** – common term for electronic orders and electronic applications.

**Electronic means** – means joint term for Profile of rights, Signing Role, Signing Rules and IAAP.

**Electronic signature** – advanced electronic signature pursuant to the Regulation (EU) 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC including qualified electronic signature.

**Electronic order** – payment order made from Account Holder's current account accessible in BBTB and specified in Annex 1 to BBTB Agreement, while the given payment order is delivered by the Client to the Bank through BBTB. Electronic order shall also mean Standing order, SEPA Direct Debit Mandate and SEPA Direct Debit.

**Factoring** – assignment of receivables of a third party to the bank for remuneration based on a contract referring to the General commercial terms and conditions of Tatra banka, a.s. for factoring and forfeiting dated 10 January 2014, as amended.

**IAAP** – identification, authentication and authorisation means specified under agreement the on IAAP.

**Individual matrix of rights and transactions** – a combination of rights and transactions specifically agreed between the Bank and the Client in Annex 2 to

BBTB Agreement, while this combination is, unless the Bank and the Client agree expressly otherwise, a subset of the maximum scope of rights and transactions defined in the current version of Annex 1 to BBOP. In case of a need to change the Individual matrix of rights and transactions, the Bank shall be entitled to make the change unilaterally, without the necessity to conclude an addendum to the BBTB Agreement in case the change relates to technical settings of the BBTB environment, which does not impact the scope of rights and transactions of the Client. The Bank shall notify the Client of the change as per the previous sentence via a message in BBTB.

**Card Account** – means common name for (i) Account Holder's card account, made accessible in BBTB and specified in Annex 1 to BBTB Agreement and (ii) corporate credit cards issued to the given card account.

**Client** – natural person – entrepreneur or legal person which entered into BBTB with Bank.

**Instant Payment Limit** – limit of an Instant Payment made via BBTB. The Client is entitled to maintain the Instant payment limit via electronic application. The electronic application for changing the Instant Payment Limit can be submitted by User with the relevant Profile of rights, Signing Role and Signing Rule in compliance with the Matrix of rights and transactions. The Instant Payment sum is included in the Daily limit, Weekly limit, Monthly limit and Transaction limit. The Instant Payment Limit for the Account will be considered to be the currently valid Instant Payment Limit established on the basis of the electronic application for limit change accepted by the Bank as the most recent in time. Any change of the Instant Payment Limit will not result in an increase to the Daily limit, Weekly limit, Monthly limit or Transaction limit. The maximum Instant Payment Limit is determined by the Bank.

**Account Holder** – a person for which the Bank maintains the Account, while it can be a Client or third person

**Matrix of rights and transactions** – common term for Standard matrixes of rights and transactions and Individual matrixes of rights and transactions

**Monthly limit** – the amount specified in the Signing Rule, which, along with the currency limit specified in the Signing Rule, expresses the maximum amount of the sum of individual amounts for payment as specified in all Batches together that can be signed using the applicable Signing Rule for a calendar month.

**Instant Payment** – SEPA instant payment in terms of the GTC, unless otherwise set out in these BBOP, made via BBTB. With the Instant Payment, financial means are credited to the beneficiary's account in a few minutes.

**Other Bank products** – any Bank products and services except for the Accounts.

**Verification of Payee at transfer** – a feature provided by the Bank which, in cooperation with the payee's

bank, ensures that the IBAN number entered by the payer matches the payee's name, if this information is included in the payment order. Verification of Payee at transfer is governed by the relevant provisions of the GTC, unless otherwise set out in these BBOP.

**Passive form of rights** – allows the User to obtain information provided through BBTB (in particular, the right to View).

**Signature** – confirmation of an electronic transaction by the authorised Signer through IAAP, while the Signing Rules do not apply to the electronic transaction under Annex 1 to BBOP.

**Signer** – User defined in the Signing Rule either by the name and surname or through Signing Role, who can sign the electronic transactions included in the Signing Rule.

**Signing Role** – a group of users created for the purpose of defining Signers in the Signing Rule. A particular User can have only one Signing Role assigned. In the Signing Rule the Signing Role can occur as many times as individual Users have the Signing Role assigned.

**Signing Rule defines:**

- a) Signers, who can sign the electronic transactions included in the rule,
- b) Sequence of individual Signers' signatures,
- c) Electronic transactions that can be signed under the given rule,
- d) Accounts to which the electronic transactions included in the rule relate,
- e) Currency of limits,
- f) Transaction limit,
- g) Daily limit,
- h) Weekly limit,
- i) Monthly limit.

Signing Rule must include at least one electronic transaction and at least one Signer.

**User** – a natural person authorised/empowered by the Client to access BBTB and so that in the name of the Client and through the Client as well as in the name of the Account Holder performed legal acts through BBTB in the extent in greater detail determined by relevant Profiles of rights, Signing Roles, Signing Rules assigned to the User by Client in line with BBTB Agreement and to whom the Bank assigned IAAP.

**Premium API – Accounts** – is a service that enables access to banking information related to accounts in terms of the Commercial Conditions of Tatra banka, a.s. for Premium API services, unless these BBOP state otherwise. For the purposes of Premium API – Accounts, accounts are Accounts according to BBOP, as well as Accounts maintained by other payment service providers according to Commercial Conditions of Tatra banka, a.s. for Premium API services.

**Annex No. 1 to BBOP** – defines:

- a) Standard matrixes of rights and transactions as provided by the Bank for Current Accounts,
- b) Standard matrixes of rights and transactions as provided by the Bank for Card Accounts,

- c) Standard matrixes of rights and transactions as provided by the Bank for Other Bank Products,
- d) Standard matrixes of rights and transactions as provided by the Bank for Administration in BBTB,
- e) Automatic rights and transactions,
- f) Electronic transactions, to which Signing Rules apply.

**Profile of rights** – means the list of Accounts, Other Bank Products and Administration in BBTB and the assigned and applied Matrixes of rights and transactions. Each User can have one particular Profile of rights assigned.

**Approval** – confirmation of an electronic transaction by the authorised User required prior to signing the relevant electronic transaction.

**SEPA payment 24/7** – Instant Payment, Internal Bank Payment in EUR and SEPA Payment made between accounts in banks engaged in SEPA in the Slovak Republic, processed by the Bank in the 24/7 mode

**SEPA Direct Debit** – electronic order for SEPA Direct Debit in terms of the GBC unless otherwise set out in these BBOP. Client is entitled to send SEPA direct debit orders via **Business banking<sup>TB</sup>** and the Bank is obliged to process them only if the Client has also concluded with the Bank a special agreement on the provision of the SEPA direct debit payment service - e.g. SEPA direct debit payment service agreement (SEPA CORE DIRECT DEBIT payment scheme) or another similar agreement concluded between the Bank and the Client regulating a different SEPA direct debit payment scheme.

**SEPA Direct Debit Mandate** – a mandate for a SEPA Direct Debit in terms of the GBC unless otherwise set out in these BBOP.

**Manners of Proving Disclosure:**

- a) written confirmation of the Government Office of the Slovak Republic or electronic confirmation of the Government Office of the Slovak Republic signed by electronic signature or secured electronic signature evidencing disclosure of the BBTB Agreement in the Central Register of Contracts if the Client is an obliged person, which is obliged to disclose the agreement in the Central Register of Contracts,
- b) notarial deed certifying legally important facts, namely disclosure of the BBTB Agreement on the Client's website if the Client is an obliged person, which is obliged to disclose the agreement on the Client's website,
- c) notarial deed certifying legally important facts, namely disclosure of the BBTB Agreement on the website of the Client's founder, if the Client is an obliged person, which must disclose the agreement on the website of the Client's founder,
- d) document proving disclosure of BBTB Agreement in the Business Journal, if the Client is an obliged person, which must disclose the agreement in the Business Journal.

**Standard matrix of rights and transactions** – a standard combination of rights and transactions disclosed by Bank in Annex 1 to BBOP.

**Transaction limit** – the amount specified in the Signing Rule, which, along with the currency limit specified in the Signing Rule, expresses the maximum amount of the sum of individual amounts for payment as specified in one Batch that can be signed using the applicable Signing Rule.

**Standing order** – standing order in terms of the VÚP, unless these BBOP state otherwise.

**Weekly limit** – amount specified in the Signing Rule, which along with the currency limit specified in the Signing Rule, expresses the maximum amount of the sum of individual amounts for payment as specified in all Batches together that can be signed using the applicable Signing Rule for a calendar week.

**Accounts** – common term for Current Account and Card Account.

**Loan** – loan pursuant to the VÚP, unless these BBOP state otherwise.

**Internal Bank Payment in EUR** – payment in EUR where both the principal's account and the beneficiary's account are maintained with the same provider of payment services. For conversion Instant Payments in EUR, the Bank will convert the financial means according to the table of exchange rates applicable at the time of processing. An Internal Bank Payment in EUR made via BBTB is not included in the Instant Payment Limit.

**VOP** – General Commercial Terms and Conditions of Tatra banka, a.s. for clients being natural persons – entrepreneurs and legal persons, as amended.

**VÚP** – Full version of General Credit Terms and Conditions of Tatra banka, a.s., as amended.

**Act on Banks** – Act of the National Council of the Slovak Republic No. 483/2001 Coll. on Banks, as amended.

**Act on Payment Services** – Act of the National Council of the Slovak Republic No. 492/2009 on Payment Services, as amended.

**Guarantee** – guarantee pursuant to the VÚP, unless these BBOP state otherwise.

**BBTB Agreement** – Agreement on Providing Services Through Electronic Banking System **Business banking<sup>TB</sup>** concluded between the Bank and the Client.

**IAAP Agreement** – Agreement on assignment and principles of using identification, authentication and authorisation means concluded between the Bank and the User.

Banking services provided through BBTB are categorised as transactions performed with regard to:

- a) Current Accounts
- b) Card Accounts
- c) Other Bank Products
- d) Administration in BBTB

Concerning the individual transactions, the User can have either a Passive form of rights or an Active form of rights.

## **Article II IAAP**

1. For the purpose of identification and authentication in communicating with the Bank through BBTB, in performing legal acts through BBTB, as well as for authorisation of orders delivered through BBTB, the User uses the IAAP which were assigned to the User by the Bank under or in connection with the IAAP Agreement or which were assigned by the Bank to the User under an agreement between the User and the Bank upon utilisation of the IAAP assigned to the User by the Bank in the past. IAAP assigned under the agreement between the User and the Bank are considered IAAP under the IAAP Agreement. The Bank is obliged to identify the User solely through IAAP. Legal relations of the Bank and the User/ Client concerning the use of the individual IAAP, their safety, method of change and responsibility relations are regulated by the relevant IAAP Agreement and Commercial Terms and Conditions of Tatra banka, a.s. on electronic banking.
2. Payment limits – maximum expense limits set for BBTB as payment means are defined by the relevant BBTB Agreement. For authorisation and/ or signing the payment orders entered through payment means of BBTB, only IAAP Card and reader are used. IAAP Card and reader, while always used in a non-limitative form that allows an authorised person to act within the scope of such person's authorisations defined in the BBTB Agreement and its relevant annexes, while the payments made through the BBTB payment instrument are not included in the daily / monthly payment limits made through means of payment which are not regulated by BBOP. This BBOP provision on determining payment limits takes precedence over the provisions of the Commercial terms and conditions of Tatra banka, a.s., for electronic banking services, Part One, Section II., paragraph 11.

## **Article III Handling the Funds on the Current Account through BBTB**

1. A payment order stating the current business day as the due date will be executed subject to delivery by the Client to the Bank of such payment order on the current business day before the cut-off time for the relevant type of the payment order. The Bank is not obliged to process the payment order with the

date of the current business day delivered to the Bank after the cut-off time for the relevant type of the payment order.

2. After the lapse of the cut-off time on the current business day, the Bank accepts the payment order stating the following or any later day as the due date. The payment order stating a future date as a due date will be executed by the Bank on the payment order due date.
3. In the case of insufficient funds in the Current space Account on the due date, the Bank will repeat execution of the payment order throughout the due date until cut-off time.
4. It also applies that if the batch file includes several payment orders and there are not sufficient funds in the relevant Current Account, the Bank is entitled to decide which payment orders are executed and to what extent. The Bank is not obliged to execute payment orders not amounting to the financial coverage on the relevant Current Account. The Client is required to check the individual payment orders contained in the batch file at the latest on the business day following its processing by the Bank.
5. In similar conditions the Bank will execute also the payment orders contained in a separate batch file determined by the Bank for submission of payment orders from the funds designated for wages of employees not subject to execution pursuant to separate legal regulations. However, such payment orders will only be executed upon the prior request of the Client/Account Holder delivered to the Bank and its favourable consideration by the Bank. The sum of such payment orders will not be included in the respective payment limits in terms of the Signing Rule, and these payment limits will not apply to the respective payment orders. To submit and authorise/ sign such payment orders will be the authorised Users entitled to authorise/sign payment orders under the respective Signing Rule from the respective Current Account. The cut-off time for such payment orders has been set for 2:00 p.m. of the business day.
6. The Client can open, modify or cancel the Standing order via BBTB. The Standing order sum is included in all the selected payment limits under the Signing Rule, only once, on the day when the respective file containing the Standing order is signed. If the sum of the last Standing order payment is determined (i.e. Standing order for a definite period), the higher of the following two values is included in the limit: (1) Standing order sum, (2) sum of the last Standing order payment.
7. The Client can also modify or cancel the Standing order by means of BBTB, which was not delivered to the Bank by means of BBTB.
8. The Client can open, modify or cancel a SEPA Direct Debit Mandate by means of BBTB.

9. The Client can use BBTB even to modify or cancel a SEPA Direct Debit Mandate not delivered to the Bank by means of BBTB.

#### **Article IV**

#### **Safe Use of BBTB and responsibility for electronic transactions**

1. The User and the Client (through the User) are obliged to use BBTB and individual IAAP in line with the conditions set out in the IAAP Agreement and BBOP. After assigning IAAP and making BBTB available, they are obligated to perform all reasonable steps to ensure the protection of IAAP. With regard to ensuring protection of IAAP and BBTB it is required at the Bank's opinion, given the experience of the Bank with providing electronic services and good practice in the field that the following acts can be considered reasonable, in particular:
  - a) do not leave IAAP unattended, and prevent any publication or disclosure of IAAP;
  - b) treat IAAP and BBTB as carefully as cash, do not leave them unattended or accessible at the time of your absence;
  - c) do not use password or other IAAP to access the payment means as a part of other systems (e.g. social networks, etc.);
  - d) do not write or otherwise record a password for access to the BBTB or any other IAAP and do not disclose it to a third party, even the police or Bank staff;
  - e) do not store the PIN code for the chip card together with the card, do not write the PIN code on a card or other medium, and not to disclose it to a third party, even the police or the Bank staff;
  - f) do not leave any recorded IAAP in the vicinity of technical facilities for providing services through BBTB;
  - g) an IAAP may not be a simple sequence of characters (e.g. a sequence of numbers 1234 or 0000) and/or any easy-to-find word. Also, when changing the PIN code to a chip card or to IAAP Reader<sup>TB</sup>, do not select combinations that are easy to detect (e.g. birthday, last four digits of a birth number or sequence of numbers 1234, 1111, etc.);
  - h) after finishing the work in BBTB, it is necessary to log out;
  - i) do not log in to BBTB from public and/or unknown computers;
  - j) use only secure WiFi networks and data services provided by telecom operators;
  - k) do not log in to BBTB through the link in e-mail or through other websites (except for the websites of Tatra banka);

- l) check the safety of connection to BBTB on <https://business.tatrabanka.sk/> and a valid certificate issued for the Bank;
- m) use duly licenced antivirus and anti-spyware program with the latest updates;
- n) use banking services provided through BBTB in line with BBOP.

More detailed information on safety instructions of the Bank can be found on the Bank's official website [www.tatrabanka.sk](http://www.tatrabanka.sk). The Bank has the legal view that the failure to perform or omission of the above acts may be considered as gross negligence on the part of the Client and/or User.

2. If the Client or User believe that the Client's BBTB or User's IAAP can be abused, they are required to contact the Bank without delay through any branch of the Bank or by telephone through the service DIALOG Live (24/7 non-stop service) on the published telephone number valid at the time of the call (at the time of the publication of these BBOP, for mobile phone calls on a truncated number \*1100 or \*TABA, for calls from the fixed line at 0800 00 1100, from abroad on +421 2/5919 1000) and request access restriction. Likewise, the Client and/or the User is required to proceed in the event of loss or theft of IAAP.
3. The Bank is entitled to block the use of BBTB or the User's IAAP even without the request of the Client or User:
  - a) due to reasons related to BBTB safety;
  - b) due to the threat of unauthorised or fraudulent use of BBTB;
  - c) due to suspicion of unauthorised or fraudulent use of BBTB;
  - d) due to a suspected violation of the BBOP obligations.
4. If the Bank's monitoring security systems assess the User's or the Client's behaviour as suspicious, the Bank reserves the right to block the relevant IAAP or BBTB or change the additional authentication or authorisation when executing BBTB by the Client's User. In this context, in order to increase the security of payment transactions, the Bank is entitled to use both automated and non-automated security monitoring systems to detect fraudulent behaviour in the electronic communications media environment (e.g. IP address comparison).
5. The Bank informs the User or the Client about blocking prior to blocking IAAP or BBTB or without undue delay after blocking the said IAAP or BBTB through SMS sent to a mobile phone registered by the Bank at the time of blocking or to the User and/or Client email address registered by the Bank at the time of blocking or by another suitable manner determined by the Bank.
6. In the event that a Client detects an unauthorised or incorrectly executed electronic transaction via BBTB, the Client will be entitled to a remedy from the Bank if, without undue delay from the date of the

unauthorised or erroneously executed electronic transactions, but not later than 13 months, the Client informs the Bank about detecting an unauthorised or incorrectly executed electronic transaction that provides the Client with the right to remedy. Given the fact that the electronic 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 Client and the User are obliged to inform the Bank about detecting unauthorised or incorrectly executed electronic transactions to provide the Bank with maximum possible co-operation in identifying the causes and consequences of such electronic transactions.

7. The Bank must inform the Client of the outcome of the processing of the electronic application and of the electronic order delivered via BBTB without undue delay after being processed through the BBTB. The provisions of the GTC on refusal to execute a payment order are not affected by the provisions of this paragraph.
8. Electronic applications delivered via BBTB outside the Bank business days will be considered delivered on the following business day. The Bank can process an electronic application even outside the business days, provided that the Bank's operational and technical capacities enable so. The Client will be informed about the outcome of the processing through BBTB.
9. Information on electronic applications and electronic orders delivered to the Bank via BBTB will be made available to the Client at BBTB for 13 months following the date of their entry into the BBTB.
10. Under Section 98, par. 1 of Act on Payment Services, the provisions of Section 3, par. 3 and 4, Section 6, Section 8, par. 3, Section 10, Sections 12 to 14, Sections 22, 22a and 31 to 44, except for Section 44, par. 2 and 3 and provisions of Section 98, par. 2 of the Act on Payment Services are not fully applied. Responsible relationships based on or related to the BBTB Agreement are governed by these BBOPs, in particular, that electronic applications and electronic orders delivered to the Bank that contain the designated User's IAAP will be considered User- defined acts of the Client, therefore full responsibility towards the Bank is borne by the Client.
11. Client and/or User communication with the Bank is routed through PCs with Internet access. For correct use of BBTB, you need to have a supported browser installed, which should meet the following conditions:
  - a) SSL support
  - b) JavaScript support
12. Into the BBTB message box, the Bank may send various messages for the Client and/or User (text messages and files that contain an update of these BBOP and/or other Bank commercial terms and conditions, notices on processing/non-processing of electronic transactions, alerts, information, miscellaneous business messages, etc.); or documents for approval, acceptance, confirmation or signing. The Client agrees with this form of sending messages.
13. Messages from the Bank pursuant to Article IV par. 12 of the BBOP are made available by means of the BBTB to all Users regardless of how their authorisations are defined in the Individual matrix of rights and transactions, without the need to change the BBTB Agreement.
14. The Client is required to ensure that Users pay due attention to all messages received by the Bank to the Client in the BBTB message box. The Client is responsible for damages caused by the breach of this obligation. All messages for the Client delivered by the Bank to the BBTB message box are considered as delivered to the Client on the day they are delivered to the BBTB message box. The Bank and the Client have agreed that, in relation to these reports, Section 32, par. 1 of the Act on Payment Services does not apply.
15. The inbox can provide Users with access to documents in electronic form, either directly to the User as an individual, Client or legal entity or other individual, in the name whereof the User is authorised to act.
16. Issuance and maintenance of the electronic signature or provision of other certification services pursuant to Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC is not subject to the performance of the Agreement on IAAP. The Bank shall determine the conditions, specifications and method of activation of the electronic signature, as well as the possibilities of its use in terms of the BBTB via [www.tatrabanka.sk](http://www.tatrabanka.sk). The respective conditions shall be binding for the Bank, Client and User.

## Article V Common Provisions

1. The Bank is not responsible for any damage suffered by the Client due to the Client's temporary inability to use services provided through BBTB in line with BBTB Agreement and these BBOP.
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, or any 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 and for the failure of the Client's and/or User's hardware or software equipment is borne by the Client.
3. The Bank is not responsible for damage and other consequences caused by:
  - a) entering of another person into an ongoing Bank and Client connection through technical facilities and networks;
  - b) disclosure and misuse of Client and Bank confidential data, including personal data of the customer, User and/or third party that the Bank or the Client is sending through the BBTB via or in connection with the provision of the service;
  - c) incorrect use of IAAP by the User;
  - d) use of electronic signature.
4. The Bank is responsible for damage caused by mistakes, misunderstandings and errors in the delivery of data via BBTB between the Bank and the Client/user or other Bank's offices, only if it caused it. This is also the case with multiple electronic applications and electronic orders issued via BBTB.
5. The Bank charges all fees associated with the provision of services defined by these BBOPs in accordance with the current Fee list of Tatra banka, a.s. and BBTB Agreement. The rules for changing documents under the GTC apply to changes in the Fee list (Article 5.4 of the GTC).
6. The Bank reserves the right to discontinue the provision of services, including payment services, during 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.
7. At the latest in three working days as of the day of insolvency declaration on the property of the Client or the Account Holder, the Bank shall remove the affected accounts from the list of accounts specified in Annex 1 to the BBTB Agreement, which means that services by the means of BBTB will not be provided for the affected accounts, not even in the Passive form of rights.

By declaring insolvency on the property of the Client/ Account Holder, the Automatic rights and transactions and rights and transactions not linked to the Accounts will remain preserved.

8. The Client takes note of the fact that information displayed on the right in the section "View" for the Group of transactions: "Product overview" (as defined in the Matrix of rights and transactions) is of informative nature only.
9. As of the date of effect of these BBOP information about selected Client's products set by the Bank will be made available. The scope will be announced by the bank pursuant to Article IV of these BBOP. Information about other products will be made available gradually. The Bank shall provide the information about product availability at least 15 days in advance, in a way specified in Article IV of these BBOP.

## Article VI Temporary Provisions

1. For the Client who has concluded the BBTB Agreement prior to 15 June 2021, it applies, that the Standard matrix of rights and transactions will be extended by the rights and transactions related to the Product overview in the extent as set out in Annex 1 hereof; however, first after modification of the BBTB Agreement in the extent of Annex 2.
2. For the Client who has concluded the BBTB Agreement prior to 26 May 2023, it applies that the Standard matrix of rights and transactions will be extended by the rights and transactions to the application for Deposit Agreement in the case when the Client set up the matrix: Entering payments and applications. The right to "View" will be obtained by all Users regardless of the permissions resulting from the contractual documentation of the Deposit Agreement. Other Rights are defined in the contractual documentation of the Deposit Agreement.
3. For the Client who has concluded the BBTB Agreement prior to 2 September 2024, it applies that the Standard matrix of rights and transactions will be extended by the rights and transactions to the application for Premium API - Accounts in the case when the Client set up the matrix: Entering payments and applications.
4. For a Client who has concluded the BBTB Agreement before 1 July 2025, the Standard matrix of rights and transactions shall be extended to include the rights and transactions of SEPA Payment 24/7 and shall be in the extent as set out in Annex 1 hereto, without the need to amend the BBTB Agreement. It also applies that Users, entitled to authorise/sign transactions of SEPA Payment before these BBOP enter into force are Users entitled to authorise/sign also transactions

of SEPA Payment 24/7 pursuant to Article III these BBOP, and that in the same extent. Authorisation of these persons for SEPA Payments 24/7 shall be governed in Annex 1 hereto.

5. For a Client who has concluded the BBTB Agreement before 1 July 2025, the Standard matrix of rights and transactions shall be extended to include the rights and transactions of the Instant Payment Limit Management and shall be in the extent as set out in Annex 1 hereto, without the need to amend the BBTB Agreement. It also applies that Users, entitled to authorise/sign transactions of the Signing Rule before these BBOP enter into force are Users entitled to authorise/sign also transactions of the Instant Payment Limit Management, and that in the same extent. Authorisation of these persons for the Instant Payment Limit Management shall be governed in Annex 1 hereto.
6. For a Client who has concluded the BBTB Agreement before 1 July 2025, the Standard matrix of rights and transactions shall be extended to include the rights and transactions for electronic applications (Application for confirmation of account maintenance, Application for transaction confirmation, Application for transaction confirmation with a debit card, Application for transaction confirmation with a credit card ) when the Client has set the matrix: Entering payments and applications.

## **Article VII Final Provisions**

1. Mutual rights and obligations of the Bank and the Client not governed by BBTB Agreement or these BBOP are governed by the GTC. These Commercial Terms and conditions prevail over the BBTB Agreement unless specified otherwise.
2. The manner of settling the disputes, if any, that could arise under or in connection with provision of the services defined by these BBOP is specified in BBTB Agreement and the GTC.
3. Unless the Bank and the 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 of the Slovak Republic having relevant subject matter and territorial jurisdiction.
4. The 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, during business hours. The Bank is obligated to accept the raised claim and decide upon justification thereof within the periods stipulated by the Order of Claim Procedure. The 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 or by any other means arranged with the Client upon take-over thereof. The procedure and terms of complaint handling are governed by the GTC and the Bank's Complaint Rules. Unless otherwise agreed in the BBTB Agreement with the Client, the Bank concludes the relevant contract with the Client in the Slovak language and communicates in the Slovak language during the contractual relationship with the Client. In addition to the Slovak language, the information and services provided by the Bank are provided also in the English language.
5. The Bank is entitled, depending on changes in the applicable legislation or business policy, or under the management's decision, to change or replace these BBOP, including Annex 1 (hereinafter the "Change"). This Change will be published by the Bank in its business premises, on its website, and delivered to the Client by the BBTB, together with its validity and effectiveness, and the Bank will make the disclosure at least 15 days before the change of the BBOP is effective.
6. If the Client does not agree with the amendment to these BBOP, the Client is obliged to inform the Bank in writing that the Client does not accept changes to the BBOP, not later than on the effective date of the BBOP amendment. Unless the Bank and Client agree otherwise, they have the right to terminate mutual relationships free of charge and settle their mutual claims.
7. If, within the time limit specified in par. 6 above, the Client fails to inform the Bank of disagreement with the amendment to the BBOP, it applies that they agree with the change and that the relationship between the Bank and the Client is governed by the amended BBOPs from the effective date of the amendment.
8. If the Client notifies the Bank that it does not accept the amendment and fails to exercise the right to terminate the contractual relationship, the Bank is entitled to suspend providing BBTB to the Client.
9. The Bank publishes the BBOP on its website and in its commercial premises. The BBOP survive even after the legal relationship between the Bank and the Client terminates, and that until the complete settlement of mutual commitments thereof. The Client is authorised to ask for the provision of the respective GTC in paper or electronic form at any time in the course of the contractual relationship with the Bank.
10. These BBOP become valid and effective as of the day when SEPA Direct Debit orders are made available via BBTB, however not earlier than 15

days as of the day, when published at commercial premises of the Bank. The Bank will inform the Client of making the SEPA Direct Debit orders available by means of the users in the BBTB environment, not later than on the day when this possibility is made available. For the avoidance of doubt, to extend the authorizations to include SEPA direct debit orders, the relevant change to the Authorization Matrix is required. As of the day when these BBOP become effective, shall replace the BBOP, which became effective as of 5 October 2025.

## 1. Automatic rights and transactions

Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Bank messages	Bank message	X			X			
Document management	Digital signing of documents	X	X					
	Document upload	X	X					
User settings	Log in	X						
	Request to create or change log in password	X	X					
	Application for change of contact details	X	X					
	Notifications setting	X	X		X			

## 2. Scope of rights and transactions to Accounts

2.1. Standard matrixes of rights and transactions as provided by the Bank for **Current Accounts**:

PASSIVE								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Accounts	Account movements	X						
	Account	X						
	Account statements	X						
	Beneficiaries administration	X	X	X	X			X
Bulk payments	Foreign payment							
	SEPA payment							
	SEPA payment 24/7							
	SEPA direct debit							
Standing orders	Standing order - Preview							
	Standing order - Creation							
	Standing order - Modification							
	Standing order - Cancellation							
SEPA Direct Debit Mandates	SEPA Direct Debit Mandate - Preview							
	SEPA Direct Debit Mandate - Creation							
	SEPA Direct Debit Mandate - Modification							
	SEPA Direct Debit Mandate - Cancellation							
Debit cards	Debit card display	X						

Applications related to current account	Application for cancellation of authorised persons on account								
	Application for deposit agreement								
	Application Premium API - Accounts								
	Application for confirmation of account maintenance								
	Application for transaction confirmation								
Applications related to debit card	Application for debit card blocking								
	Application for issue of replacement debit card								
	Application for change of debit card limits								
	Application for change of debit card continents								
	Application for debit card unblocking								
	Application for printing of debit card PIN code								
	Application for cancellation of debit card								
	Application for transaction confirmation with a debit card								

ENTERING PAYMENTS								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve**	Import
Accounts	Account movements	X						
	Account	X						
	Account statements	X						
	Beneficiaries administration	X	X	X	X			X
Bulk payments	Foreign payment	X	X	X	X		X	X
	SEPA payment	X	X	X	X		X	X
	SEPA payment 24/7	X	X	X	X		X	X
	SEPA direct debit							
Standing orders	Standing order - Preview	X						
	Standing order - Creation	X	X	X	X		X	
	Standing order - Modification	X	X	X	X		X	
	Standing order - Cancellation	X	X	X	X		X	
SEPA Direct Debit Mandates	SEPA Direct Debit Mandate - Preview	X						
	SEPA Direct Debit Mandate - Creation	X	X	X	X		X	
	SEPA Direct Debit Mandate - Modification	X	X	X	X		X	
	SEPA Direct Debit Mandate - Cancellation	X	X	X	X		X	
Debit cards	Debit card display	X						
Applications related to current account	Application for cancellation of authorised persons on account							
	Application for deposit agreement							
	Application Premium API - Accounts							
	Application for confirmation of account maintenance							
	Application for transaction confirmation							
Applications related to debit card	Application for debit card blocking							
	Application for issue of replacement debit card							
	Application for change of debit card limits							
	Application for change of debit card continents							
	Application for debit card unblocking							
	Application for printing of debit card PIN code							
	Application for cancellation of debit card							
	Application for transaction confirmation with a debit card							

ENTERING PAYMENTS AND APPLICATIONS								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve**	Import
Accounts	Account movements	X						
	Account	X						
	Account statements	X						
	Beneficiaries administration	X	X	X	X			X
Bulk payments	Foreign payment	X	X	X	X		X	X
	SEPA payment	X	X	X	X		X	X
	SEPA payment 24/7	X	X	X	X		X	X
	SEPA direct debit							
Standing orders	Standing order - Preview	X						
	Standing order - Creation	X	X	X	X		X	
	Standing order - Modification	X	X	X	X		X	
	Standing order - Cancellation	X	X	X	X		X	
SEPA Direct Debit Mandates	SEPA Direct Debit Mandate - Preview	X						
	SEPA Direct Debit Mandate - Creation	X	X	X	X		X	
	SEPA Direct Debit Mandate - Modification	X	X	X	X		X	
	SEPA Direct Debit Mandate - Cancellation	X	X	X	X		X	
Debit cards	Debit card display	X						
Applications related to current account	Application for cancellation of authorised persons on account	X	X	X	X			
	Application for deposit agreement	X	X		X			
	Application Premium API - Accounts	X	X					
	Application for confirmation of account maintenance	X	X					
	Application for transaction confirmation	X	X					
Applications related to debit card	Application for debit card blocking	X	X					
	Application for issue of replacement debit card	X	X	X	X			
	Application for change of debit card limits	X	X					
	Application for change of debit card continents	X	X					
	Application for debit card unblocking	X	X					
	Application for printing of debit card PIN code	X	X	X	X			
	Application for cancellation of debit card	X	X	X	X			
	Application for transaction confirmation with a debit card	X	X					

ENTERING PAYMENTS AND DIRECT DEBITS								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve**	Import
Accounts	Account movements	X						
	Account	X						
	Account statements	X						
	Beneficiaries administration	X	X	X	X			X
Bulk payments	Foreign payment	X	X	X	X		X	X
	SEPA payment	X	X	X	X		X	X
	SEPA payment 24/7	X	X	X	X		X	X
	SEPA direct debit	X	X	X	X		X	X
Standing orders	Standing order - Preview	X						
	Standing order - Creation	X	X	X	X		X	
	Standing order - Modification	X	X	X	X		X	
	Standing order - Cancellation	X	X	X	X		X	
SEPA Direct Debit Mandates	SEPA Direct Debit Mandate - Preview	X						
	SEPA Direct Debit Mandate - Creation	X	X	X	X		X	
	SEPA Direct Debit Mandate - Modification	X	X	X	X		X	
	SEPA Direct Debit Mandate - Cancellation	X	X	X	X		X	
Debit cards	Debit card display	X						
Applications related to current account	Application for cancellation of authorised persons on account							
	Application for deposit agreement							
	Application Premium API - Accounts							
	Application for confirmation of account maintenance							
	Application for transaction confirmation							
Applications related to debit card	Application for debit card blocking							
	Application for issue of replacement debit card							
	Application for change of debit card limits							
	Application for change of debit card continents							
	Application for debit card unblocking							
	Application for printing of debit card PIN code							
	Application for cancellation of debit card							
	Application for transaction confirmation with a debit card							

ENTERING PAYMENTS, DIRECT DEBITS AND APPLICATIONS								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve**	Import
Accounts	Account movements	X						
	Account	X						
	Account statements	X						
	Beneficiaries administration	X	X	X	X			X
Bulk payments	Foreign payment	X	X	X	X		X	X
	SEPA payment	X	X	X	X		X	X
	SEPA payment 24/7	X	X	X	X		X	X
	SEPA direct debit	X	X	X	X		X	X
Standing orders	Standing order - Preview	X						
	Standing order - Creation	X	X	X	X		X	
	Standing order - Modification	X	X	X	X		X	
	Standing order - Cancellation	X	X	X	X		X	
SEPA Direct Debit Mandates	SEPA Direct Debit Mandate - Preview	X						
	SEPA Direct Debit Mandate - Creation	X	X	X	X		X	
	SEPA Direct Debit Mandate - Modification	X	X	X	X		X	
	SEPA Direct Debit Mandate - Cancellation	X	X	X	X		X	
Debit cards	Debit card display	X						
Applications related to current account	Application for cancellation of authorised persons on account	X	X	X	X			
	Application for deposit agreement	X	X		X			
	Application Premium API - Accounts	X	X					
	Application for confirmation of account maintenance	X	X					
	Application for transaction confirmation	X	X					
Applications related to debit card	Application for debit card blocking	X	X					
	Application for issue of replacement debit card	X	X	X	X			
	Application for change of debit card limits	X	X					
	Application for change of debit card continents	X	X					
	Application for debit card unblocking	X	X					
	Application for printing of debit card PIN code	X	X	X	X			
	Application for cancellation of debit card	X	X	X	X			
	Application for transaction confirmation with a debit card	X	X					

2.2. Standard matrixes of rights and transactions as provided by the Bank for **Card accounts**:

PASSIVE								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Credit cards	Credit card display	X						
	Credit card transactions	X						
Applications related to credit card	Application for cancellation of credit card							
	Application for printing of credit card PIN code							
	Application for credit card blocking							
	Application for credit card unblocking							
	Application for change of credit card limits							
	Application for change of credit card continents							
	Application for change of card overdraft facility							
	Application for issue of replacement credit card							
	Application for transaction confirmation with a credit card							

ENTERING PAYMENTS AND APPLICATIONS								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Credit cards	Credit card display	X						
	Credit card transactions	X						
Applications related to credit card	Application for cancellation of credit card	X	X	X	X			
	Application for printing of credit card PIN code	X	X	X	X			
	Application for credit card blocking	X	X					
	Application for credit card unblocking	X	X					
	Application for change of credit card limits	X	X					
	Application for change of credit card continents	X	X					
	Application for change of card overdraft facility	X	X	X	X			
	Application for issue of replacement credit card	X	X	X	X			
	Application for transaction confirmation with a credit card	X	X					

### 3. Scope of rights and transactions not linked to Accounts

3.1. Standard matrixes of rights and transactions as provided by the Bank for **Other bank products**:

PASSIVE								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Applications related to loan products	Application for provision of loan tranche							
	Application for issue of guarantee							
	Application for amendment of guarantee							
	Acceptance of the bank's answer to guarantee application							
	Application for assignment of receivables							
Overview of products	Loans	X						
	Factoring	X						
	Guarantee	X						
	Letter of credit	X						

ENTERING APPLICATIONS								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Applications related to loan products	Application for provision of loan tranche	X	X	X	X			
	Application for issue of guarantee	X	X	X	X			
	Application for amendment of guarantee	X	X	X	X			
	Acceptance of the bank's answer to guarantee application	X	X	X	X			
	Application for assignment of receivables	X	X	X	X			
Overview of products	Loans							
	Factoring							
	Guarantee							
	Letter of credit							

OVERVIEW OF PRODUCTS AND ENTERING APPLICATIONS								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Applications related to loan products	Application for provision of loan tranche	X	X	X	X			
	Application for issue of guarantee	X	X	X	X			
	Application for amendment of guarantee	X	X	X	X			
	Acceptance of the bank's answer to guarantee application	X	X	X	X			
	Application for assignment of receivables	X	X	X	X			
Overview of products	Loans	X						
	Factoring	X						
	Guarantee	X						
	Letter of credit	X						

3.2. Standard matrixes of rights and transactions as provided by the Bank for **Administration in BBTB**:

PASSIVE								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Client administration	List of users (list + detail)	X						
	Request to block/activate a user							
	Profile of rights	X						
	Signing roles	X						
	Signing rules	X						
	Application for change of user setting							
	Application to remove a user							
	Request to change product alias	X		X				
Instant payment limit management	X							

ENTERING APPLICATIONS								
Group of transactions	Transactions	Rights*						
		View	Create	Edit	Delete	Cancel	Approve	Import
Client administration	List of users (list + detail)	X						
	Request to block/activate a user	X	X					
	Profile of rights	X						
	Signing roles	X	X	X	X			
	Signing rules	X	X	X	X			
	Application for change of user setting	X	X		X			
	Application to remove a user	X	X					
	Request to change product alias	X		X				
	Instant payment limit management	X	X	X	X			

#### 4. Electronic transactions applicable to Signing Rules

Group of transactions	Transactions
Client administration	Signing rules
	Application for change of user setting
	Instant payment limit management
Bulk payments	Foreign payment
	SEPA payment
	SEPA payment 24/7
	SEPA direct debit
Standing orders	Standing order - Creation
	Standing order - Modification
	Standing order - Cancellation
SEPA Direct Debit Mandates	SEPA Direct Debit Mandate - Creation
	SEPA Direct Debit Mandate - Modification
	SEPA Direct Debit Mandate - Cancellation
Applications related to current account	Application for cancellation of authorised persons on account
Applications related to debit card	Application for issue of replacement debit card
	Application for printing of debit card PIN code
	Application for cancellation of debit card
Applications related to credit card	Application for cancellation of credit card
	Application for printing of credit card PIN code
	Application for change of card overdraft facility
	Application for issue of replacement credit card
Applications related to loan products	Application for provision of loan tranche
	Application for issue of guarantee
	Application for amendment of guarantee
	Acceptance of the bank's answer to guarantee application
	Application for assignment of receivables

- \* right to **View** means the right to obtain/download information provided through BBTB  
right to **Create** means the right to fill in an electronic order or an electronic application  
right to **Edit** means the right to modify a previously filled in electronic order or electronic application as well as the right to edit existing settings of BBTB  
right to **Delete** means the right to delete a previously filled in electronic order or electronic application that has not yet been fully signed under the Signing Rules, as well as the right to delete existing settings of BBTB  
right to **Cancel** means the right to cancel an electronic order or an electronic application already fully signed under the Signing Rules  
right to **Approve** means the right to confirm/approve an electronic order prior to its Signature under the Signing Rules  
right to **Import** means the right to fill in an electronic order so that the data in the electronic order will be automatically filled in from the uploaded/imported file

\*\* valid only if the Client and the Bank have agreed on the Approval of transactions in the BBTB Agreement