Terms and Conditions of E-invoice Standing Order Agreement

Effective as of 01.02.2019

I Definitions

1.1	The terms indicated below have the following meaning in the Terms and Conditions of the E-invoice Standing Order Agreement:
Amount of E-invoice	the amount payable to the Seller as indicated in the E-invoice.
E-invoice	an electronic invoice that is created, sent, recorded and preserved in an electronic environment, i.e. handled electronically.
E-invoice Application	an application submitted to the Seller or Operator by the buyer or service user who is in a contractual relationship with the Seller to forward E-invoices to the Remitter's Bank. The respective application may be included in a goods or service sales contract. The E-invoice application shall include the Remitter's Bank, the Remitter's name, the E-invoice viewing restrictions and other conditions.
E-invoice Forwarding Contract	a bilateral contract entered into between the Operator or Seller and the Remitter which regulates the rights and obligations between the Operator (or the Seller) and the Remitter's Bank upon forwarding an E-invoice issued by the Seller.
E-invoice Standing Order Service	with the E-invoice Standing Order Service the Remitter shall give to the Bank an order (a consent) to make Payments from an Account opened in the name of the Remitter for the settlement of E-invoices with the Seller's ServiceID. The order (consent) has been given for making recurrent Payments, i.e. the Remitter does not have to confirm the Payment of each E-invoice separately.
Invoice	a document issued by the Seller to the Remitter upon selling goods or services.

Limit	the upper limit of money determined by the Remitter (maximum amount) of a single Payment made pursuant to the Terms and Conditions of the E-invoice Standing Order Agreement.
Operator	a person forwarding E-invoices from the Seller to the Remitter's Bank. Operators may be banks or third-party service providers.
Payment	a Payment Transaction made to the Seller from the Remitter's Account on the basis of a credit order and in accordance with the Terms and Conditions of the E-invoice Standing Order Agreement.
Payment Date	a date chosen by the Remitter from the options specified by the Bank on which the Bank shall make a Payment on the basis of an E-invoice. The Payment Date may be ◆ a date chosen by the Remitter from the date range determined by the Seller; ◆ two calendar days after the receipt of the E-invoice at the Bank; ◆ the Payment Term.
Payment Term	the due date indicated on the Invoice or E-invoice.
Remitter	a natural person or legal entity who holds an Account in the Bank and has given to the Bank a credit order for Payment of E-invoices from their Account.
Seller	the issuer of an Invoice or E-invoice; a party to the service or sales contract serving as the basis for the E-invoice.
ServiceID	a unique identifying number attributed by the Seller to the Remitter (customer code, customer number, service number, reference number, etc.). A ServiceID is required for distinguishing between different services or goods of the same Seller.
1.2	The other terms used in the E-invoice Standing Order Agreement have the meaning provided for in the General Terms and Conditions of the Bank, the Terms and Conditions of Account Agreement, and the Payment Terms.

II General Provisions

2.1	The E-invoice Standing Order Service is applied to E-invoices, which are received in the Bank from the day specified in the E-invoice Standing Order Agreement, and the service enables automatic payment of Invoices for those Remitters who use the Internet Bank as well as for those Remitters who do not use the Internet Bank. The Seller shall send the Invoice to the Remitters who do not use the Internet Bank as agreed with the Remitter (e.g. by e-mail, by post) and the E-invoice with restricted view to the Bank, in order to enable the Bank to pay the

E-invoice automatically on the Remitter's behalf.

2.2　　The parties will proceed from the General Terms and Conditions of the Bank, the Terms and Conditions of Account Agreement, and the Payment Terms, and the other product terms and conditions that regulate the use of the service to the extent not regulated by the Terms and Conditions of the E-invoice Standing Order Agreement. The Customer's signature on the E-invoice Standing Order Agreement confirms that the Customer has carefully read these terms and conditions, agrees with them and undertakes to comply with them.

2.3　　Any complaints or disputes related to the E-invoice Standing Order Agreement will be resolved according to the provisions of the General Terms and Conditions of the Bank. The Bank shall not resolve the Remitter's complaints about the correctness of the details given in the E-invoice. The Seller shall be liable for the correctness of the E-invoice.

III Performance of Payments

3.1　　An E-invoice Standing Order is deemed to be the Customer's credit order for making a transfer to the Seller who has issued the E-invoice.

3.2　　The precondition for using the E-invoice Standing Order Service is the existence of an E-invoice Forwarding Contract between the Seller or the Operator and the Bank as well as the forwarding an appropriate E-invoice to the Bank by the Seller or the Operator. In order to forward an E-invoice, the Remitter must have submitted an Application to the Seller or the Operator.

3.3　　The Bank shall make the received E-invoice that contains the ServiceID available to the Remitter in the Internet Bank at least 1 (one) Settlement Day before the Payment Date and shall prepare a Payment Order on the basis of the E-invoice.

3.4　　The Remitter must familiarise themselves with the E-invoice before the Payment Date. Those Remitters who do not use the Internet Bank must ensure the correctness of their contact details submitted to the Seller in order to familiarise themselves with the Invoice.

3.5　　If the Remitter has any complaints regarding the amount of the E-invoice or any other details indicated on the E-invoice, the Remitter shall submit these directly to the Seller who issued the E-invoice. The Bank shall not verify the content of the E-invoice and shall not be liable for any potential damage which the Remitter suffers in relation to payment of the E-invoice submitted by the Seller by the Bank.

3.6　　On the Payment Date, the Bank shall make a credit transfer from the Remitter's Account to the Seller's account according to the E-invoice

Standing Order Agreement and the Payment Terms of the Bank in the amount indicated in the E-invoice. In the event that the Payment Date is not a Settlement Day, the Bank is entitled to make the Payment on the first Settlement Day following the Payment Date.

3.7   The Customer shall pay a Fee to the Bank for the E-invoice Standing Order Service according to the Bank's Price List. The Bank shall debit the Fee from the Customer's Account without any additional order by the Customer, simultaneously with making the Payment.

3.8   In the event that the Payment Term is earlier than the Payment Date specified by the Remitter, the Bank shall make the credit transfer specified in section 3.6 of the Terms and Conditions of the E-invoice Standing Order Agreement on the Payment Term specified in the E-invoice.

3.9   The Remitter must ensure the availability of a Limit for making the Payment, as well as sufficient Funds for making the Payment and paying the Fees on the Remitter's Account specified in the E-invoice Standing Order Agreement, and that there are no restrictions on the Account that could prevent the Bank from fulfilling the Remitter's credit order.

3.10   If it is not possible to pay the E-invoice in full due to the lack of Funds, the Bank shall verify on two Settlement Days following the Payment Date the existence of necessary Funds in the Remitter's Account for making the Payment and, if possible, make a credit transfer within such period. In the event that such amount is not received within such period, the Bank shall not make the Payment.

3.11   In the event that the Amount of the E-invoice exceeds the Limit specified by the Remitter in the E-invoice Standing Order Agreement, the Bank shall leave the E-invoice unpaid in full.

3.12   If there are several credit orders for the Payment of E-invoices per Remitter's Account, whose Payment Date is the same and the Funds available in the Account are not sufficient to pay all of them, the sequence of their payment shall be determined by the Bank.

3.13   The Remitter shall have the right to cancel a single Payment before the Payment Day by giving a respective order to the Bank on the Settlement Day preceding the Payment Day, at the latest.

3.14   If the Payment Term indicated on the E-invoice is not a date in the month that the E-invoice is received at the Bank, the Bank shall make the Payment on the closest Payment Date preceding the Payment Term indicated on the E-invoice.

IV Amendment of E-invoice Standing Order Agreement

4.1 The Remitter is unilaterally entitled to amend the date of validity, the Payment Date and the Limit of the E-invoice Standing Order Agreement. The amendments shall enter into force on the Settlement Day which follows the day of submitting the respective application to the Bank. The amendments shall not be applied to E-invoices which have arrived at the Bank before entry into force of the amendment.

4.2 The Bank may at any time unilaterally amend the Terms and Conditions of the E-invoice Standing Order Agreement, notifying the Customer thereof through the Bank's website, Digital Channels or by other Means of Distance Communication at least 2 (two) months in advance. The Bank shall notify a Customer who is a natural person of amendments in the Price List that are connected with payment services at least 2 (two) months in advance. If the Customer does not agree with the amendment, they may cancel the E-invoice Standing Order Agreement ordinarily free of charge, giving notice to the Bank during the advance notification period. Otherwise, it will be deemed that the Customer has agreed with the amendments.

V Validity of E-invoice Standing Order Agreement

5.1 An E-invoice Standing Order Agreement may be concluded for an unspecified or a specified term. In the event that the Remitter has left the box "Valid until" in the E-invoice Standing Order Agreement empty, the E-invoice Standing Order Agreement is deemed to have been concluded for an unspecified term.

5.2 The Customer has the right to cancel the E-invoice Standing Order Agreement ordinarily at any time, submitting a respective written application to the Bank in a branch or through the Bank's Digital and Information Channels at least one (1) Settlement Day in advance.

5.3 The Bank has the right to cancel the E-invoice Standing Order Agreement concluded for an unspecified term unilaterally at any time, irrespective of the reason, by notifying the Remitter thereof at least 2 (two) months in advance.

5.4 The Bank may cancel the E-invoice Standing Order Agreement extraordinarily, if:

1 the Payment has not been made on three consecutive Payment Dates of a settlement period due to lack of Funds in the Remitter's Account;

2 the Bank has received no E-invoices from the Seller for at least six consecutive months;

3   the E-invoice Forwarding Contract concluded between the Bank and the Seller in whose benefit the Payments are made under the agreement terminates;

4   the contract between the Remitter and the Seller forming the basis for forwarding E-invoices to the Remitter terminates;

5   any other circumstance arising from law, the General Terms and Conditions of the Bank or the Payment Terms or the Terms and Conditions of Account Agreement occurs, forming a basis for cancellation of the Account Agreement by the Bank.

5.5   Upon termination of the E-invoice Standing Order Agreement, sending of E-invoices to the Bank shall not terminate, unless the reason for terminating the E-invoice Standing Order Agreement results in termination of sending E-invoices to the Bank.

VI Liability

6.1   **Liability of Customer**

1   The Customer shall be liable for the accuracy of the data set out in the E-invoice Standing Order Agreement, for the existence of sufficient Funds in the Account for making the Payment, and for the sufficiency of the Limit.

2   The General Terms and Conditions of the Bank, the Terms and Conditions of the Account Agreement and the Payment Terms and, if the Bank has entered into another agreement related to the provision of a service by the Bank, the terms and conditions regulating the provision of the respective service are applied to the responsibility of Customers in addition to the Terms and Conditions of E-invoice Standing Order Agreement.

6.2   **Liability of Bank**

The Bank shall be liable for the timely and full execution of the Customer's Payment Orders according to the procedure set forth in legislation, the E-invoice Standing Order Agreement, as well as the Terms and Conditions of Account Agreement and the Payment Terms.

6.3   **Exemption of Bank from Liability**

The Bank is not liable for the refusal to execute, non-execution or delay in the execution of a Payment Order or the damage caused by this if the Bank's liability is ruled out on the basis of the Terms and Conditions of E-invoice Standing Order Agreement or any other terms and conditions of the bank applicable to Payments or if the Bank is complying with the obligations arising from legislation.