

Terms and Conditions of e-Invoice Standing Order Agreement

1 Definitions

1.1 The terms indicated below have the following meaning in the Terms and Conditions of the e-Invoice Standing Order Agreement:

Invoice – a document issued by the Seller to the Remitter upon selling goods or services.

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 contractual relations 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 includes 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 gives 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 Service ID. 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.

Amount of e-Invoice – the amount payable to the Seller as indicated in the e-invoice.

Limit – the upper limit of money determined by the Remitter (maximum amount) based on a calendar month for the payment of e-Invoice(s) with regard to Payments with one and the same Service ID.

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 makes 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 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.

Operator – a person forwarding e-Invoices from the Seller to the Remitter's Bank. Operators may be banks or third-party service providers.

Service ID – a unique identifying number attributed by the Seller to the Remitter (customer code, customer number, service number, reference number, etc.). A Service ID 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 the Account Agreement and the Payment Terms.

2 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 those Remitters who do not use the Internet Bank. The Seller sends 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 proceed from the General Terms and Conditions of the Bank, the Terms and Conditions of the Account Agreement and the Payment Terms and 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 will not resolve the Remitter's complaints about the correctness of the details given in the e-Invoice. The Seller is liable for the correctness of the e-Invoice.
- 2.4 By concluding the Agreement, the Customer gives the Bank a payment order to pay in the name of the Customer during the term of the Agreement on the specified Payment Date, the amount of the e-Invoice with the Service ID sent by the Seller or the Operator, subject to the Limit and other terms and conditions specified in the Agreement. By concluding the Agreement, the standing orders to be made under the Agreement are deemed authorised within the meaning of the Law of Obligations Act.

3 Performance of Payments

- 3.1 An e-Invoice Standing Order is deemed 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 of 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 makes an e-Invoice sent to the Bank by the Seller and containing the Service ID available to the Remitter in the Internet Bank at least 1 (one) Settlement Day before the Payment Date and prepares a Payment Order on the basis of the e-Invoice. The Bank displays the e-Invoice to the Customer with the content and in the form in which the Seller or the Operator sends it to the Bank. The Bank will not verify the content, truthfulness and correctness of an e-Invoice.
- 3.4 The Bank enables the viewing of e-Invoices in the Internet Bank for at least 18 (eighteen) months as of receipt of the e-Invoice by the Bank.
- 3.5 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.

- 3.6 If the Remitter has any complaints regarding the amount of the e-Invoice or any other details indicated on the e-Invoice, the Remitter submits these directly to the Seller who issued the e-Invoice. The Bank will not verify the content of the e-Invoice and is not liable for any potential damage which the Remitter suffers in relation to payment of the e-Invoice submitted by the Seller by the Bank.
- 3.7 On the Payment Date, the Bank makes 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, taking into account the Limits. 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.
- 3.8 The Customer pays a Fee to the Bank for the e-Invoice Standing Order Service according to the Bank's Price List. The Bank debits a Fee from the Customer's Account, without any additional order by the Customer, simultaneously with making the Payment.
- 3.9 In the event that the Payment Term is earlier than the Payment Date specified by the Remitter, the Bank makes 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.
- 3.10 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 set forth in the Bank's Price List 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.
- 3.11 The Remitter must ensure that the Funds required for making the Payment and paying the Fees are on the Customer's Account by 12:00 (twelve) o'clock on the Payment Date at the latest.
- 3.12 If it is not possible to pay the e-Invoice in full due to the lack of Funds, the Bank verifies on three Settlement Days following the Payment Date the existence of necessary Funds in the Remitter's Account for making the Payment and if possible, makes a credit transfer within such period. In the event that such amount is not received within such period, the Bank does not make the Payment.
- 3.13 In the event that the Amount of the e-Invoice exceeds the Limit, there are no Funds on the Account for making the Payment or paying the Bank's Fees, the Bank leaves the e-Invoice unpaid in full. The Bank will not verify the existence of Funds on any other Accounts of the Customer in the Bank.
- 3.14 If there are several credit orders for the Payment of e-Invoices per the 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 is determined by the Bank.
- 3.15 The Remitter has 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.
- 3.16 If the Payment Term indicated on an e-Invoice is not a date in the month that the e-Invoice is received at the Bank, the Bank makes the Payment on the closest Payment Date preceding the Payment Term indicated on the e-Invoice.
- 3.17 After expiry of the Payment Term, the Bank will not verify the existence of Funds on the Customer's Account and in order to make the Payment, the Customer must enter it manually.

4 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 enter into force on the Settlement Day which follows the day of submitting the respective application to the Bank. The amendments are not 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 or its Digital or Information Channels at least 2 (two) months in advance, whereas the Bank notifies a Customer who is a natural person of any amendments to the Price List 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 to the amendments.

5 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" empty in the e-Invoice Standing Order Agreement, 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 1 (one) Settlement Day in advance.
- 5.3 In the event that the expiry date of the Agreement specified by the Customer falls on a Payment Date, the Bank terminates the Agreement after making the Payment on the Payment Date, incl. in the event that the Payment cannot be performed due to the lack of Funds.
- 5.4 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.
- 5.5 The Bank may cancel the e-Invoice Standing Order Agreement extraordinarily if:
- 5.5.1 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;
 - 5.5.2 the Bank has received no e-Invoices from the Seller for at least 6 (six) consecutive months;
 - 5.5.3 the e-Invoice Forwarding Contract concluded between the Bank and the Seller in whose benefit the Payments are made under the agreement terminates;
 - 5.5.4 the contract between the Remitter and the Seller forming the basis for forwarding e-Invoices to the Remitter terminates;
 - 5.5.5 any other circumstance arising from law, the General Terms and Conditions of the Bank or the Payment Terms or the Terms and Conditions of the Account Agreement occurs, forming a basis for cancellation of the Account Agreement by the Bank.
- 5.6 Upon termination of the e-Invoice Standing Order Agreement, the sending of e-Invoices to the Bank does not terminate, unless the reason for terminating the e-Invoice Standing Order Agreement results in termination of the sending of e-Invoices to the Bank. In order to terminate the receipt of e-Invoices, an additional application must be submitted.
- 5.7 The Bank is entitled to suspend the creation of e-Invoice Standing Orders if the Account is blocked or frozen.

6 Liability

- 6.1 Liability of the Customer
- 6.1.1 The Customer is 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 to make the Payment and for the sufficiency of the Limit.

- 6.1.2 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 the e-Invoice Standing Order Agreement.
- 6.2 Liability of the Bank
 - 6.2.1 The Bank is liable for the timely and full execution of the Customer's Payment Orders in the cases and according to the procedure set forth in legislation, the e-Invoice Standing Order Agreement as well as the Terms and Conditions of the Account Agreement and the Payment Terms.
- 6.3 Exemption of the Bank from Liability
 - 6.3.1 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 the 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.

7 Personal Data Processing

- 7.1 In addition to the terms and conditions of the processing of Personal Data set forth in the General Terms and Conditions of the Bank, the Customer gives their consent for the Bank to forward their data submitted in the Agreement to the Seller or the Operator for sending e-Invoices to the Bank.