

## Terms and Conditions of Standing Order Agreement

### 1 Terms and Definitions

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

**Payment Date** – a due date agreed on in the Agreement when the Bank executes a Payment Order on the basis of the Standing Order Agreement.

**Standing Order** – a Payment Order given by the Remitter to the Bank for making regular payments from the Remitter's to the Beneficiary.

**Settlement Day** – the day when the Bank, the Payment Intermediary or the Beneficiary's Bank are open for the execution of transactions. Generally, all calendar days are regarded as settlement days upon processing a standing order. Depending on the type of the Payment Order or the channel of making the Payment, the Settlement Day may differ from the above and, in such an event, the relevant information is disclosed in the terms and conditions of the service or the price list of the Bank.

- 1.2 The other terms used in the Terms and Conditions of the 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 Terms and Conditions of the Standing Order Agreement shall be applied to Payment Orders given by the Remitter to the Bank for making regular payments.
- 2.2 The parties will 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 Standing Order Agreement. The Customer's signature on the 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 Terms and Conditions of the Standing Order Agreement will be resolved according to the provisions of the General Terms and Conditions of the Bank.

### 3 Data Provided in Standing Order

- 3.1 A standing order shall contain the following data:
- 3.1.1 the Remitter's account;
  - 3.1.2 the Beneficiary and the Beneficiary's account;
  - 3.1.3 amount of payment;
  - 3.1.4 payment frequency;
  - 3.1.5 payment description;
  - 3.1.6 reference number;
  - 3.1.7 any other field for required data, if appropriate;
  - 3.1.8 name of the standing order.

#### **4 Performance of Payments**

- 4.1 The Bank shall make a transfer on the basis of the Standing Order Agreement, i.e. execute, on the Payment Date, the Payment Order given by the Customer under the Payment Terms applied at the Bank. The Customer shall pay a fee to the Bank for executing the standing order 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 upon making the Payment.
- 4.2 The Customer shall ensure that on the Payment Date there are Funds available in the Account required for making the Payment and paying the Fees to the Bank for the Payment.
- 4.3 In order to make a payment, the Bank shall verify only the Remitter's Account specified in the standing order and make the Payment from this Account. The Bank shall not use Funds from any other Accounts of the Remitter to make the Payment.
- 4.4 If the Remitter has given several transfer orders with the same Payment Date with regard to the same Account (incl. standing order or e-invoice standing order) and there are insufficient Funds in the Account for executing them all, the sequence of execution shall be determined by the Bank.
- 4.5 The Remitter shall receive information about payments executed from the account statement.
- 4.6 The Remitter can only cancel future payments. The Bank cannot cancel the payments. If the Remitter wishes to waive the making of the payment or payments, he must cancel them himself or terminate the Agreement. The Payments shall be suspended if the Remitter's Account is seized or blocked on the grounds set forth in legislation, the General Terms and Conditions of the Bank, the Terms and Conditions of the Account Agreement and the Payment Terms or any the other agreement concluded between the Remitter and the Bank.

#### **5 Term, Amendment and Termination of Standing Order**

- 5.1 A Standing Order Agreement may be concluded for a specified or an unspecified term. If the box "Validity" has been left empty in the order, the Standing Order Agreement is deemed to be entered into for an unspecified term. In such case, the Bank shall the payments under the Terms and Conditions and pursuant to the procedure specified in the Standing Order Agreement until the Remitter submits to the Bank a proper order for termination of the Standing Order Agreement.
- 5.2 The Bank may at any time unilaterally amend the Terms and Conditions of the Standing Order Agreement, notifying the Customer thereof via the Bank's website or another durable medium channels at least 2 (two) months in advance, whereas the Bank must notify a Customer who is a natural person of amendments to the Price List at least 2 (two) months in advance. If the Customer does not agree with the amendments, they may terminate the 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.
- 5.3 The Customer has the right to terminate the Agreement ordinarily at any time by submitting a respective application to the Bank in a branch or via the Bank's digital channels.
- 5.4 The Bank has, independent of the reason, the right to terminate the Standing Order Agreement entered into for an unspecified term ordinarily by notifying the Remitter thereof 2 (two) months in advance.
- 5.5 The Bank has the right to extraordinarily terminate the Standing Order Agreement, if:
  - 5.5.1 due to insufficient Funds on the Account or the seizure or blocking of the Account, the payments have not been made on three consecutive Payment Dates;
  - 5.5.2 the Account linked to the Agreement is closed or the Account agreement is terminated, incl. when the Account agreement is terminated due to the deletion of the Account holder from the register or death of the Account holder;

- 5.5.3 any other circumstances arising from law, the General Terms and Conditions of the Bank or the Payment Terms or the Terms and Conditions of the Account Agreement occur, forming a basis for cancellation of the Account agreement.

## **6 Liability**

### **6.1 Liability of Customer**

- 6.1.1 The Customer shall be responsible for the correctness of the data of a Standing Order submitted to the Bank.
- 6.1.2 In addition to the Terms and Conditions of the Standing Order Agreement, the Terms and Conditions of the Account Agreement and the Payment Terms, the General Terms and Conditions of the Bank, and, if the Customer has entered into another agreement related to the provision of a service with the Bank, the terms and conditions regulating the provision of the respective service are applied to the responsibility of the Customer.

### **6.2 Liability of Bank**

- 6.2.1 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 Standing Order Agreement, as well as the Terms and Conditions of the Account Agreement and the Payment Terms.

### **6.3 Exemption of 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 Standing Order Agreement or any other terms and conditions of the Bank applicable to payments or if the Bank is complying with obligations arising from legislation.