

GENERAL TERMS AND CONDITIONS

Ultima Payments a.s.

1. INTRODUCTORY PROVISIONS

I. Preamble

These general terms and conditions (further as "GTC") of **Ultima Payments a.s.**, with registered office at Panenská 13, 811 03 Bratislava, ID number: 46 955 208, registered in the Commercial Register of the Bratislava I District Court, section Sa, file number 6792/B are prepared in accordance with § 273 of the Commercial Code, in accordance with the purpose of § 64 par. 2 letters n) and according to § 31 par. 4 and 5 of the Act and form part of the contractual relationship between Ultima Payments a.s. and another person who enters into a legal relationship with the company. GTC establish the basic rights and obligations of every legal relationship between Ultima Payments a.s. and its Client, are binding for all participants in this contractual relationship, unless the parties expressly agree otherwise in writing. These GTC are an integral part of every contractual relationship between the Payment Institution and the Client.

II. Basic definitions and terms

For the purposes of these GTC and the entire legal relationship between the Payment Institution and the Client (in accordance with the definition of the contractual parties listed here), definitions and terms with the following meaning are used:

1. **Authentication:** is a procedure that enables the Payment Institution to verify the identity of the Client or the legitimacy of using the means of payment, including the use of the Client's personalized security elements. Authentication of the Client takes place when accessing the payment account through the appropriate technical device (such as a computer, mobile phone, tablet, etc.), in which the Client uses a username, password and authentication code, which must be obtained when first accessing to the Client's payment account through the selected technical device/payment method. The Client obtains the authentication code based on the data entered by him when filling out the request to conclude the Agreement and choosing the method of delivery of the authentication code (usually in the form of an "SMS" message to the Client's phone number, e-mail to the Client's electronic address).
2. **Authorization:** is the granting of the Client's consent to perform a payment operation, or of a different disposition with a payment account. The methods of authorization are specified in these General Terms and Conditions, or the Framework Agreement or other agreement between the Client and the Payment Institution. Authorization is carried out by means of an authorization code, which is provided to the Client by the Payment Institution when executing a payment order or by means of a personal identifier.
3. **Confidential information:** is all information and data that are part of the contractual terms and conditions between the Payment Institution and the Client and/or information, data, data on matters relating to the Client and the Payment Institution, their transactions, with which the participants became familiar with or in connection with the conclusion of the Agreement or during the execution of actions during its validity, information on payment operations and all other and any other information related to the activities of one of the contracting parties, which have a certain value and are thus capable of benefiting someone or harming the Payment Institution or the Client, or which are designated as confidential by the party providing them or their confidential nature results from their nature or from circumstances known to the other contracting party.
4. **IBAN (International Bank Account Number):** is an internationally standardized form of account number that enables unambiguous identification of the recipient for automated payment processing, including country and banking institution. It consists of a country code, a control number (for each Client it is calculated by a precisely defined algorithm from the code of the Payment Institution, prefix and account number), bank/Payment Institution code, prefix and number of the Client's account.
5. **Direct debit:** is a payment service in which the amount of the payment operation is debited from the payer's payment account, while the payment order is submitted by the payer on the basis of the payer's consent to such a write-off granted to the payee, the payer's payment service provider or the payee's payment service provider; direct debit also includes a permanent direct debit order.
6. **Internet/Mobile Banking:** is the Internet interface of the Payment Institution used for electronic communication with the Client. The Client accesses his payment account via the Internet Banking application via the website of the Payment Institution or via the Mobile Banking application via the Internet interface of his device, after authentication of the Client. Using Internet Banking and Mobile Banking, the Client can manage his payment account, set it up, enter payment orders, obtain information about the payment account: about individual payment operations, balances on the payment account, etc.. Individual actions in relation to the payment account via Internet Banking or Mobile Banking may require additional authorization/authentication. Payment means are managed by the Client through Internet Banking. Communication through Internet Banking and Mobile Banking is encrypted and equipped with several security elements.
7. **Client:** is a natural or legal person who has entered into contractual relationships with the Payment Institution, the subject of which are, will be or may be payment services, as well as a person with whom the Payment Institution

negotiated the conclusion of a transaction, but it did not take place and a person who stopped to be a Client of the Payment Institution. The account owner is a person who has concluded an account establishment contract with the Payment Institution; A consumer client is a natural person who, when concluding and fulfilling the Agreement, does not act within the scope of his employment, profession, or business, unless the Law provides otherwise.

8. **NBS:** is the National Bank of Slovakia, with its registered office at Imricha Karvaša 1, 813 25 Bratislava, ID: 30844789, which is the independent central bank of the Slovak Republic; carries out its activities in accordance with Act no. 566/1992 Coll. About National Bank of Slovakia, as amended, and supervises the activities of the Payment Institution in accordance with the Act.
9. **Business Conditions ("BC"):** is a summary of the rights and obligations of Clients and the Payment Institution governing the use of individual payment products/services provided by the Payment Institution, as long as the Payment Institution issues them for the relevant product or service. Rights and obligations that are not regulated in the BC of the relevant product/service are governed by these GTC. The provisions of the BC take precedence over the provisions of the General Terms and Conditions unless otherwise specified.
10. **Commercial Code:** is Act No. 513/1991 Coll. as amended.
11. **Client identifier:** is unique information about the Client, on the basis of which it is possible to uniquely identify him in the system of the Payment Institution. The Client's client identifier is usually his e-mail address, or the payment account number assigned by the Payment Institution and additional verification information that the client chooses in his registration profile. The Client and the Payment Institution may, in special cases, on the basis of an agreement, determine a different personal identifier. The personal identifier is used for the purposes of pairing, authentication and also for determining the recipient of a specific payment operation.
12. **Personal identifier (PIN):** is a unique personal identifier that is created by the Client in accordance with the rules for strong authentication and the instructions given when using the Mobil Banking application through the relevant means of payment. The PIN can only be created after the Client has been authenticated and the Client's authentication code has been obtained. The PIN has the character of a personal identifier, which is available only to the Client. The payment institution does not dispose of the PIN and does not store the PIN.
13. **Payer:** is a person who has an established payment account and submits a payment order to write off funds from this payment account to a payment service provider or a person who does not have an established payment account and submits a payment order to a payment service provider.
14. **Payment identifier:** is a unique payment identifier of the relevant payment created through the Mobile Banking application, which contains the Client's consent to the deduction of a certain amount of payment from the Client's payment account, after it has been submitted for settlement to the Payment Institution through the means of payment of another Client, the payee. The payment identifier does not contain the identification of the recipient of the payment operation, but it contains the Client's consent to write off the specific amount and currency of the payment operation based on the instruction of another Client who submits a specific valid Payment Identifier for settlement. Prior authentication of the Client via PIN is required for the validity of the Payment Identifier. The payment identifier can contain optional parameters (such as a description of the payment or a security code) which, depending on their nature, may be required when the instruction to settle the payment is executed by the payee.
15. **Payment institution:** is the business company Ultima Payments a.s., with registered office at Panenská 13, 811 03 Bratislava, IČO: 46 955 208, registered in the Commercial Register of the District Court Bratislava I., section Sa, insert number 6792/B, which is the authorized person to perform payment services in accordance with the License.
16. **Payment operation (also as "payment"):** is a deposit of funds, withdrawal of funds or transfer of funds at the instruction of the payer or on his behalf or at the instruction of the recipient to a payment service provider in the form of payment, direct debit or by means of a payment card or other means of payment. The payment operation is carried out in the form of:
 - Internal payment operation, i.e. between the Clients' payment accounts maintained by the Payment Institution or
 - External payment operation, i.e. between the Client's payment account and an account maintained with another payment service provider
 - Conditional payment operation, i.e. between the Client's payment account maintained by the Payment Institution and the Client's payment account with which a valid and effective Agreement has not yet been concluded and uses the client identifier specified in the relevant payment order of the conditional payment operation as part of its identification data. The maturity period of the Conditional Payment Operation is 14 days; in the event that the payment account is not opened during the maturity period and the Agreement between the Client and the Payment Institution does not become valid and effective, the conditional payment operation will not take place and the reserved amount of the conditional payment operation will be released again on the payer's payment account.
17. **Payment service:** is the execution of payment operations by the Payment Institution (in accordance with License), based on the contractual relationship with the Client. For a specific payment service, the Payment Institution shall determine the maximum period for its execution, otherwise the **maximum period for the execution of the payment service** is 5 working days, this does not apply to payment operations in which the Payment Institution is obliged to ensure the transfer of the amount of the payment operation in accordance with Part 3, Article I of these GTC;
18. **Payment means** – is a personalized device or a set of procedures agreed between the Client and the Payment Institution, which are used for the purpose of submitting a payment order, in particular an Internet interface with an Internet

Banking or Mobile Banking payment application or another similar means used for the purpose of submitting payment orders. The Payment Institution does not provide technical means to the Client as means of payment, but upon request, it will provide information on the suitability of the relevant device for using the Internet/Mobile Banking services of the Payment Institution.

19. **Payment order:** is an instruction from the payer or recipient to the payment service provider to carry out a payment operation, unless otherwise agreed.
- **One-time:** transfer order executed by the Client once;
 - **Permanent payment order:** an order set for regular payments in accordance with the requirements of the Payment Institution;
 - **Mass payment order:** payment order for several payment operations;
- All payment orders within the framework of payment transactions implemented by the Payment Institution are executed electronically, through the Internet/Mobile Banking applications of the Payment Institution. Another form of payment orders is only possible if the Client and the Payment Institution specifically agree to do so, beyond the scope of these GTC.
20. **Payment transactions:** are all payment operations and activities related to maintaining a payment account;
21. **Payment account:** is a current account or other account held with a payment service provider in the name and surname, if it is a natural person, business name or name, if it is a legal entity, of one or more users of payment services, which is used to perform payment operations and the provision of payment services. Through the payment account, it is possible to carry out any payment operations provided by the Payment Institution for its Clients, within the framework of payment services;
22. **License:** is a license according to § 64 section 1 of the Act, granted by the NBS under registration number: 100-000-265-126. This license authorizes the Payment Institution to provide the following Payment Services:
- §2 section 1, letter c) of the Act: execution of payment transactions, including transfers of funds from or to a payment account with the user's payment service provider or with another payment service provider:
 1. by credit transfer;
 2. through a payment card or another payment instrument;
 3. by direct debit;
 - §2 section 1, letter e) of the Act: issuing a payment instrument
23. **Politically exposed person (also as "PEP"):** is a person defined in § 6 of the AML Act, i.e. a natural person who is or has been entrusted with an important public function, which is considered to be: a) head of state, prime minister, deputy prime minister, minister, head of a central body of state administration, state secretary or a similar representative of the minister, b) member of the legislature, c) a judge of the Supreme Court, a judge of the Constitutional Court or other higher-level judicial bodies, the decision of which cannot be appealed, except in special cases, d) a member of the court of auditors or the board of the central bank, e) an ambassador, chargé d'affaires, f) a high-ranking member of the armed forces, armed forces or armed security forces g) a member of the management body, supervisory body or control body of a state-owned enterprise or a business company belonging to the state, or h) a person in another similar function performed in the institutions of the European Union or in international organizations, or i) a member of the statutory body of a political party or political movement. For the purposes of this definition, a politically exposed person also means a natural person who is the husband, wife or a person who has a similar status to the husband or wife of the person in the previous sentence, the child, son-in-law, daughter-in-law of the person mentioned in the previous sentence, or a person who has similar status to the son-in-law or daughter-in-law of the person mentioned in the previous sentence, or their parent. Politically exposed person also means a natural person who is known to be the end user of the benefits of the same client or otherwise controls the same client as the person mentioned in the first sentence of this definition, or does business together with the person mentioned in the first sentence of this definition, or the client, which was established for the benefit of the person mentioned in the paragraph in the first sentence of this definition.
24. **Provider of payment services:** is a payment institution, another payment institution, a foreign payment institution or a branch of a foreign payment institution, a bank, a foreign bank, a branch of a foreign bank that also has the provision of payment services and settlement listed in the banking permit, a postal company, an electronic institution of money, a foreign electronic money institution or a branch of a foreign electronic money institution and other entities listed in § 2 par. 3 of the Act.
25. **Working day:** is the day on which the Payment Institution and other payment service providers carry out their activities, usually Monday to Friday. A working day is not a non-working day (weekends, national and other holidays and days officially declared as non-working days in the Slovak Republic), or other days declared by the Payment Institution as non-working days unless otherwise stated;
26. **AML regulations:** are regulations aimed at protecting and preventing the legalization of income from criminal activity and at protecting against the financing of terrorism, especially Act no. 297/2008 Coll. on protection against money laundering and terrorism financing as amended (hereinafter referred to as the "AML Act") and all related legislation, including implementing regulations and standards, as well as the Program of the Payment Institution's own activities against money laundering activities and financing of terrorism in the current version, including all annexes and related internal documents of the regulations of the Payment Institution.

27. **Beneficiary:** is a person who, when performing the payment service, is identified as the recipient of the funds of the relevant payment operation or a person who, based on the prior consent of the payer to debit the amount of the payment operation from the payer's payment account, submits the Payment Identifier to the Payment Institution for settlement of the relevant payment operation ;
28. **Means of remote communication,** for the purposes of this Act, means methods that can be used to conclude the Agreement without the simultaneous physical presence of the payment service provider and the payment service user.
29. **Complaints Procedure:** is a summary of rights and obligations governing the Client's procedure in applying and processing any complaints regarding the provision of payment services by the Payment Institution;
30. **Fee schedule:** is an overview of fees for actions and payment operations provided to the Client by the Payment Institution. The fee schedule forms part of these GTC and the Client Agreement. The payment institution is entitled to change and update the Fee Schedule at any time. Changes to the Schedule of Fees are valid and effective at the moment of publication of the modified Schedule of Fees in the premises and on the website of the Payment Institution, with a notice from when the Schedule of Fees is valid, or by sending an updated version of the Schedule of Fees to the Client, except in cases where the Law or these GTC stipulate otherwise;
31. **Payment:** means a payment service in which the amount of the payment operation is debited from the payer's payment account based on the payer's instruction and credited to the recipient's payment account through the payment service provider; payment also means a permanent order for payment.
32. **Website / headquarters** is the website www.ultimapayments.com, which is the official website of the Payment Institution, through which, or its subpage/domain of a lower category, email addresses and applications (e.g. Internet Banking/Mobile Banking) is the communication between the Payment Institution and the Client.
33. **Law:** is law no. 492/2009 Coll. on payment services and on amendments to certain laws, as amended;
34. **Contract:** is a binding legal relationship between the Payment Institution and the Client, the subject of which is the provision of payment services by the Payment Institution, and which arises on the basis of a legally binding act of the Client executed in written or electronic form to provide a payment service or establish a payment account. These General Terms and Conditions, Fee Schedule, or also terms and conditions for the relevant product/payment service for which the Client has decided if they are issued, unless otherwise stated. The contract meets the terms of the framework contract in accordance with §31 par. 5 of the Act.
35. **PCI DSS:** are international security standards (Payment Card Industry Data Security Standard), as amended, the aim of which is to prevent the leakage of sensitive data about payment card holders.
36. **Card Association:** is, for example, Mastercard, Visa or another association or organization under this Agreement (for example, Discover Global Network and UnionPay), including their parent, affiliate, subsidiary or successor companies.
37. **Rules of Card Associations:** is a summary of the regulations and rules of Mastercard, Visa and other Card Associations or organizations to which this Agreement applies, as amended
38. **Payment terminal:** technical equipment of the Payment Institution designed to accept cards and to implement the Payment Operation:
 - a) POS terminal - an electronic device designed to capture data from a magnetic stripe, Card chip or contactless.
 - b) other technical equipment handed over or made available to the Client of the Payment Institution or the supplier used in direct connection with the acceptance of cards.

2. ESTABLISHMENT AND TERMINATION OF THE OBLIGATION RELATIONSHIP

I. Conclusion of the Contract, opening of a payment account

1. The payment institution provides payment services and enables payment orders to be executed by the Client on the basis of the Contract with the Client. The Contract includes these General Terms and Conditions, Fee Schedule, or other documents with the wording of which the Client agrees and thus become part of the Agreement.
2. The Client undertakes to state all the information he provides when concluding the Contract always truthfully, completely, accurately and comprehensibly, otherwise the Payment Institution is entitled not to accept the draft Contract, or The contract is void. With the consent of the Payment Institution, the Agreement can be subsequently validated after completion of individual data.
3. The contract between the Client and the Payment Institution can be concluded in writing or electronically via the website of the Payment Institution by means of remote communication, or in another similar way, on the basis of which it is possible to clearly identify the positive expression of the will of the Client with the contractual conditions of the Payment Institution. The binding relationship is established by the Client signing/confirming the relevant legal acts or by accepting the electronic draft of the Agreement, truthfully and completely filled out by the Client and confirmed by the Payment Institution. The Client is immediately informed by the Payment Institution about the acceptance of the Client's proposal and the effectiveness of the Contract concluded electronically or in another similar way, after meeting all conditions necessary for the Contract to take effect (e.g. a confirmation email). The Payment Institution will always provide the Client with all necessary information about the Contract, including these General Terms and Conditions after the entry into force of the Agreement.
4. The date of entry into force and effect of the Agreement becomes these General Terms and Conditions, or terms and conditions relating to the payment service that the Client has agreed to use, binding for all parties to the contract.

Individual parts of the contractual relationship, according to their nature, are valid until the time of full settlement of rights and obligations between the Payment Institution and the Client.

5. The payment institution establishes a payment account for the Client during the formation of the obligation relationship unless the parties agree otherwise. The payment institution maintains the payment account during the entire period of validity of the Agreement unless the Client expresses an interest in its cancellation. The Client acquires full access to the individual functionalities of the Payment Account after meeting the conditions related to the creation of a contractual relationship and the conclusion of the Agreement (after identification and verification of the Client's identification, taking measures to verify the identification of the end user of the benefits, etc.), after the Agreement enters into force. In order to fulfil the conditions related to the creation of an obligation relationship, the Payment Institution is entitled to demand the execution of a verification payment in favour of the Client's payment account or the fulfilment of another condition. The Client agrees that the functionality of the payment account may be limited until the fulfilment of all required conditions and actions related to the creation of a contractual relationship until the fulfilment of the conditions specified by the Payment Institution and the entry into force of the Agreement.
6. Each payment account is assigned its own number, which is generated automatically, and which is unique within the Payment Institution and its system of payment accounts. In special cases, the Payment Institution is authorized to change payment account numbers due to changes in the banking information system, but it is obliged to inform the Client about such a change without delay. The client is entitled to set up several payment accounts/sub-accounts within the relevant functionality of the payment account via Internet Banking or Mobile Banking.
7. The client has the right to access the payment account through the means of payment chosen by him. The payment institution is entitled to require authentication of the means of payment. The client is entitled to access information related to the payment account via Internet/Mobile Banking. The payment institution does not provide statements and other information about the payment account in written form unless the parties agree otherwise or unless the Law provides otherwise, in individual cases individual information may be subject to fees in accordance with the fee schedule.
8. The client is entitled to fully dispose of the payment account and the funds on it, in accordance with the conditions established by these General Terms and Conditions and related documents. The Client is authorized to perform the individual functionalities of the payment account, especially the implementation of payment orders, after authorization of the payment operation. In order to ensure higher security during the execution of transfer orders, the level of authorization may be supplemented or adjusted based on the notification of the Payment Institution, or the Client is entitled to choose his own security code within the relevant functionality.
9. The client is entitled to appoint another person to perform certain functions of the payment account, on the basis of authorization or a special power of attorney. The client is entitled to establish several persons as payment account holders. The client acknowledges that, in the case of the establishment of a management authority in relation to the relevant natural person, the latter acts and disposes of the account and all funds on the payment account as a manager independently, despite any restrictions on actions resulting from the relevant registers (e.g. the obligation of joint procedures listed in the commercial register, limited amount of transactions, etc.). Only these persons can establish or cancel a management authorization in relation to the payment account of a legal entity in the event that the legal entity has established the joint action of several persons, in accordance with an extract from the commercial register or other similar records.
10. The payment institution is entitled to set the minimum balance on the payment account as well as the minimum value of the transfer for a specific type of payment operation. The client is obliged to comply with the minimum value of the transfer as well as the minimum balance on the payment account, otherwise the Payment Institution will not make payments. A reduction of the minimum value determined for the relevant payment operation or an overdraft of the minimum balance on the payment account can only occur with the prior consent of the Payment Institution.
11. The Client and the Payment Institution have agreed that the funds on the payment accounts in the Payment Institution do not bear interest.
12. Individual actions related to the management of a payment account may be subject to fees, as long as such an action related to the management of a payment account is listed in the current Fee Schedule of the Payment Institution, indicating the relevant fee rate for the relevant action, which the Client takes note of. The Client undertakes to pay fees for operations that are charged by the Payment Institution as part of the payment system according to the current Fee Schedule valid on the day of the relevant operation. Individual information services related to the contract, GTC or payment account, if the provisions of these GTC or the Act so stipulate, are exempt from fees.
13. During the validity of the Agreement, any Client is entitled to ask the Payment Institution to change the Agreement, change the payment account settings, etc. through the relevant means of payment within Internet/Mobile Banking. The subject of the Agreement can always be supplemented if the Client requests it in the manner established for a specific type of Agreement/payment service. Narrowing the scope of the Agreement is only possible within the notice periods set for a specific type of payment service unless the parties agree otherwise.

II. Termination of the contractual relationship, cancellation of the payment account

1. The contract can be concluded for a certain period of time (or marked as "commitment") or for a specific business/specific number of payment transactions if this is explicitly stated in the contract. If the contract does not

specify the period of validity or the specific trade/number of payment transactions for which it is concluded, the contract is concluded for an indefinite period.

2. The contract between the Payment Institution and the Client is terminated based on the following facts:
 - a) by agreement of the contracting parties,
 - b) upon expiry of the contract concluded for a fixed period,
 - c) timely and proper fulfilment of the contractual conditions of the Agreement concluded for a specific payment transaction activity,
 - d) by termination of one of the contractual parties in accordance with the Agreement,
 - e) by withdrawing from the contract based on legal reasons,
 - f) the demise of the Payment Institution or the Client of a legal entity without a legal successor or the death of a natural person.
3. The contract, which is concluded for a certain period of time, can be extended based on the Client's expression of will made no later than the date of termination of the contract, as a rule, in the manner in which it was concluded. If the payment of a certain fee for the next period of validity of the Agreement is required to extend the validity of the Agreement concluded for a fixed period, The Agreement is extended by payment of the appropriate fee by the Client at the latest on the end of the last day of validity of the Agreement.
4. Contract becomes valid on the date of its conclusion between the contracting parties and becomes effective on the date of fulfilment of all conditions related to the creation of an obligation relationship between the Payment Institution and the Client and its confirmation by the Payment Institution in accordance with part 2, article I, paragraph 3 of these GTC.
5. The payment institution is entitled to terminate the Contract with the Client with effect from the date of delivery to the Client if:
 - a) The Client violated the Agreement or acted in violation of the General Terms and Conditions or the terms and conditions and did not remedy the situation within the period provided to him by the Payment Institution; unless such a period is explicitly stated in the case of breach of a specific contractual obligation of the Client, a 15-day period for correction is applied;
 - b) The Client repeatedly or grossly violates the terms of the contract;
 - c) Within one year, there has been no movement or payment operations on the payment account by the Client;
 - d) there is a reasonable suspicion that the Client has acted contrary to generally binding legal regulations, good morals, the principles of fair business dealings, carried out an unusual business operation indicating actions aimed at the legalization of income from criminal activity or the financing of terrorism or other criminal offences, or so stipulated AML regulations or there have been significant changes in the Client's circumstances that do not guarantee proper fulfilment of the terms of the Agreement.
6. The Client is entitled to terminate the Agreement with the Payment Institution in writing with effect from the date of delivery to the Payment Institution if:
 - a) The payment institution repeatedly and/or grossly violates the Agreement;
 - b) The Client does not agree to the change of the Agreement, these GTC or terms and conditions for the relevant product;
 - c) The payment institution provides payment services in violation of the Act.
7. Unless otherwise agreed between the Payment Institution and the Client and generally binding legal regulations do not specify otherwise, the Client and the Payment Institution are entitled to unilaterally terminate the Contract concluded for an indefinite period at any time, without giving a reason, usually by filling in and confirming the relevant form within the application Internet Banking (termination/cancellation of the account) or by written notice addressed to the registered address of the Payment Institution. The notice period for termination without giving a reason is 45 days. The notice period begins on the day the notice is delivered to the other contracting party. Recording in the Internet Banking system is also considered delivery of the notice.
8. For the purposes of the Agreement, a gross breach of the Agreement is considered to be a violation of the terms and conditions that is capable of causing damage to the other party in each individual case in the amount of at least €5,000, or if the Agreement so stipulates.
9. The Client has the right to cancel the Payment Account in accordance with these GTC if he has settled all his obligations to the Payment Institution. A request for cancellation of the Payment Account shall be deemed to be a termination of the Agreement pursuant to the preceding paragraph 7 of this Article of the GTC in the event that the Client no longer has any other Payment Account with the Payment Institution.
10. The Consumer Client is entitled to withdraw from the Contract concluded by means of remote communication by filling in the relevant withdrawal form provided on the website of the Payment Institution located here or by sending a written withdrawal. The Consumer Client is entitled to withdraw within 14 calendar days from the effective date of the Contract. In the event that the Client has used any services subject to a fee, the Client shall pay such fees for the services actually provided to the Client up to the time of receipt of the withdrawal; the cost shall not be disproportionate to the extent of the service provided.
11. In the event of termination of the contractual relationship, the Client or its successor in title shall determine where the balances in the Client's payment accounts are to be transferred. If the Client does not specify how the balance is to be disposed of, the Payment Institution shall, upon termination of the mutual obligation relationship, record the balance

until the claim for payment is time-barred and shall not interest it. The Payment Institution shall only pay out the Client's balance on the Payment Account if the total cost of paying out such balance does not exceed the balance itself.

12. In the event of the Client's death, the Payment Institution shall block the Payment Account and dispose of the funds in accordance with the final decision of the competent authority in the inheritance proceedings. Upon the Client's death, all dispositive powers over the Payment Account shall cease in relation to all persons to whom they have been granted.

III. Blocking a payment account

1. The Payment Institution shall block the funds on the Client's payment account in the event of execution of a decision or execution by attachment of a claim from the payment account at the Payment Institution ordered by a court, bailiff, tax authority or other authorized body or if the Payment Institution is obliged to do so on the basis of a valid legal regulation, AML regulations, an enforceable decision of a court or a state authority. The handling of funds in excess of the blocked amount is not restricted.
2. The Client is obliged to inform the Payment Institution in due time that the funds on his/her account are excluded or not subject to execution or enforcement and to prove these facts with relevant documents. Otherwise, the Payment Institution shall not be entitled to unblock the payment account and shall not be liable for any damage caused.
3. The Payment Institution shall be entitled to block the disposition of funds on the Client's Payment Account for the necessary time and to the necessary extent in the event (i) if it becomes aware that the funds on the account are intended for the commission of a criminal offence, they are the proceeds of a criminal activity or of participation in a criminal activity or the Client has committed an act that justifies blocking under the AML regulations, or (ii) the Client's actions are not in accordance with generally applicable law or these General Terms and Conditions or threaten to cause imminent damage to the Client or the Payment Institution, (iii) for security reasons, if it is suspected that an unauthorized payment transaction has been made, (iv) if the Client falls into default in the performance of its obligations under the Agreement, (v) the declaration of bankruptcy over the Client's assets, the commencement of the Client's restructuring, the cancellation of the bankruptcy petition due to insufficient funds to pay the bankruptcy trustee's remuneration, the Client's entry into liquidation, or (vi) an unreasonable increase in the risk of the Client's solvency in the short term in accordance with the AML Regulations.
4. The Payment Institution reserves the right to block the means of payment or access to the relevant application authorized by the means of payment:
 - a) for reasons relating to the security of the means of payment; or
 - b) for reasons of suspected unauthorized or fraudulent use of the means of payment,
 - c) In the event of suspected or actual misuse of the Internet Banking or Mobile Banking Interface or misuse of the Internet Banking or Mobile Banking Interface.

3. USE OF PAYMENT SERVICES

I. General provisions

1. Payment services are performed through the Client's payment account, in a non-cash form, electronically through the Internet Banking or Mobile Banking application in accordance with the Agreement, unless otherwise agreed.
2. Payment operations are executed on the basis of payment orders of the Clients. The Client is responsible for sufficient funds in each of his/her Payment Accounts necessary to execute individual payment operations.
3. Payments shall be credited to the Payment Accounts without limitations, upon submission of a request for settlement of the relevant payment operation, in accordance with the rules for the relevant payment system and the rules of the relevant payment service provider(s). Information on the terms and conditions for the execution of specific payment operations in relation to payment service providers other than the Payment Institution, including partner payment service providers, is provided on the Payment Institution's website.
4. Payment operations are executed on the day they are received for settlement by the Payment Institution if they are received before the end of the relevant business day, unless otherwise specified. External payments made by credit transfer, based on a payment order of a payer who is a client of a payment service provider other than the Payment Institution, shall be credited to the Client's payment account on an ongoing basis, at the latest by the end of the business day on which they were received for settlement by the Payment Institution if the information on the credit movement in favour of the Client's payment account was received on the relevant day, otherwise on the next business day. External payments made by the Client's remittance shall be debited from the Client's payment account on the due date of the payment order; if this day is not a Business Day, the Payment Institution shall debit the amount of the payment order on the next Business Day if the due date is not specified in the payment order. The payment institution shall debit the payment on the same working day as the day of receipt of the payment order or the next working day. Contingent Payment Transactions shall be executed by reserving the relevant amount of the Payment Order in favour of the Payee on the date of execution of the Contingent Payment Transaction and credited on the date of entry into force of the Agreement between the Payee as a Client of the Payment Institution until the expiry of the Contingent Payment Transaction's due period; after the expiry of the Contingent Payment Transaction's due period, no such payment may be made and the amount of the payment shall be credited back to the Payer's account.
5. The Client shall be responsible for all details of each and every payment order, for its completeness, accuracy and truthfulness. The Payment Institution shall have the right to refuse to execute a payment order if there are reasonable

grounds to suspect that the execution of such order is in breach of the Agreement, generally applicable law, in particular AML regulations and/or good morals, or if the payment order is unclear, incomplete, incorrect, or indeterminate; it shall immediately inform the Client of such action.

6. If the payment order contains information or instructions on the basis of which the payment operation cannot be executed or the instructions requested by the Client cannot be maintained or for other reasons the payment cannot be cleared, the Payment Institution shall credit the payment back to the Client's payment account or invite the Client to enter new instructions or complete them. If the Client's payment instruction contains incorrect information (bank connection or other) resulting in the funds transferred being returned by the other payment service provider of the payee, the Payment Institution shall credit the funds back to the Client's payment account after deducting the applicable fees related to the payment according to the Schedule of Fees.
7. Only the owner of the payment account is authorized to dispose of the account. A person other than the payment account holder (hereinafter also referred to as the 'authorized person') may operate the payment account only on the basis of a power of attorney granted by the payment account holder specifying the specific action to which the authorized person is entitled, and on which his/her signature is witnessed, or on the basis of the establishment of a dispositive authorization to handle funds on the payment account (within the relevant adjustable parameters), in accordance with the relevant functionality of the relevant Internet Banking interface, following authorization of such instruction by the payment account holder. The Authorized Person must authenticate before using the Client's Payment Account and accede to the Agreement as an Authorized Person
8. The time of acceptance of a Payment Instruction means the time when the Payment Institution has accepted a Payment Instruction submitted directly by the Payer, indirectly by the Payee or through the Payee or through a Payment Initiation Service Provider. If the moment of acceptance is not a business day, the payment order shall be deemed to have been accepted on the following business day. The payment service provider may specify a time before the end of a business day after which any payment order received shall be deemed to have been received on the following business day. The debiting of funds from the payer's payment account may not take place before the time of receipt of the payment order.

II. Types of payment services and their implementation

1. The Client is authorized to make any payment transaction only after authentication, within the Internet Banking web interface or the Mobile Banking mobile interface.
2. The Client is entitled to perform the following payment operations within the payment services provided by the Payment Institution:
 - a) Receipt of funds on the basis of a payment order with another payment service provider,
 - b) Payment operations via the Internet Banking web interface ("**web payments**"),
 - c) Payment transactions via the Mobile Banking interface using a payment instrument ("**mobile payments**")
3. Payment Transactions must be authorized by the Client or an Authorized Person prior to execution. A web-based payment transaction may be authorized by an authorization code, a mobile payment may be authorized by a personal identifier via a payment instrument authenticated by the Client.
4. Web payments in accordance with the preceding paragraph 2 b) of this Article of the GTC may be made as internal payments, i.e. between the Client's payment accounts held with the Payment Institution, or as external payments, i.e. as payment operations between the Client's payment account and an account held with another payment service provider. Mobile payments may be made as internal payments by a payment order containing the Client's Client identifier or an identifier that will be paired with the Client's Client identifier during the maturity period of the relevant conditional payment operation or by generating a payment identifier. The receipt of funds on the basis of a payment order with another payment service provider in accordance with the preceding paragraph 2(a) of this Article of the GTC shall be an external payment transaction.
5. A payment order may be executed and authorized only after all mandatory data and details of the respective payment order have been entered in the Internet Banking or Mobile Banking interface. The Client is responsible for the correctness of all data provided within the respective payment order, in particular for the correctness of the identification of the payee, his/her client identifier and the entered amount of the payment order, or other mandatory data of the executed payment
6. Transfer orders are processed within the time limits for the execution of the payment service, provided that at the time of the due date the required amount of funds is in the Client's payment account from which the amount is to be debited. The requested amount of funds includes the amount of the payment order placed by the Client and any applicable fees relating to the relevant payment order as set out in the Schedule of Fees. Otherwise, the Payment Institution will not execute the relevant Payment Order. The Payment Institution shall subsequently inform the Client of this fact.
7. Mobile payments made by generating a payment identifier for the relevant payment are a collection payment, i.e. the payment order for the payment transaction is submitted by the payee who is a Client of the Payment Institution and submits the payment identifier to the Payment Institution with a request for settlement based on the payer's consent contained within the relevant generated payment identifier. The Payment Institution shall settle the said payment and credit the amount of the payment transaction to the Client's payment account upon presentation of the payment identifier and verification of its validity.
8. A Payment Identifier shall not be valid if it has already been submitted in the manner specified by the Payment Institution with a request for settlement to the Payment Institution earlier, within the framework of an earlier payment order of

the Client (payee), in relation to the related amount which is the subject of settlement of the submitted payment order; in such a case, the Payment Institution shall credit the requested amount of the payment transaction to the payment account of the Client who submitted the Payment Identifier first in relation to the related amount of the payment transaction. If the Payment Identifier within the submitted Payment Order also contains any optional parameters (e.g. security code) the amount of the Payment Transaction shall be credited to the Payment Account of the Client who submits the Payment Identifier, in the manner specified by the Payment Institution, together with all optional parameters correctly entered, first with a settlement request to the Payment Institution.

9. The Payment Order may be revoked by the Client after confirmation only in the cases provided for in the Law or if not excluded by the Law or by these GTC or the Agreement. A Payment Order for the execution of the relevant Payment Transaction may be revoked only if the relevant functionality of the interface used allows it; a web payment and a mobile payment shall become irrevocable at the moment of its authorization, with the exception of a mobile payment by generating a payment identifier, which shall become irrevocable at the moment of the Client's submission of the payment identifier with a settlement request to the Payment Institution, provided that all the conditions of the payee submitting the payment identifier for settlement have been met.

III. Client's obligations when using payment services

1. 1. The Payer shall bear all parties related to any payment or payment service transaction in which any of the following obligations have been breached, which the Client undertakes to observe at all times when using payment services:
 - a) to provide at all times within each payment order up-to-date, accurate and correct details of the payee and the relevant payment transaction,
 - b) to use the means of payment in accordance with the terms and conditions governing the use of that means of payment, where such terms and conditions are issued and have been provided/communicated to the Client in the manner set out in these GTC,
 - c) without undue delay notify the Payment Institution of the loss, theft, misuse or unauthorized use of the Payment Facility, including misuse or unauthorized use of the Internet Banking or Mobile Banking interface via the Client's technical device or any personalized Client data used for authentication or authorization,
 - d) take all reasonable steps to ensure the protection of the personalized security features of the payment instrument/technical device through which the Customer uses the Internet/Mobil Banking interface (including, without limitation, the PIN, and other security features and measures),
 - e) take all reasonable steps to ensure the protection of the generated payment identifier in relation to the person or technical device of another person who is not intended by the Client to be the payee of the mobile payment, including protection against accidental presentation/exhibition of the payment identifier in such a way that it is arbitrarily or mistakenly scanned by a person who is not intended to be the payee of the payment order.
2. The Payer shall bear all losses related to unauthorized payment transactions if they have been caused by his fraudulent conduct, his wilful failure to fulfil one or more obligations under these GTC or the Act, in particular the obligations under the preceding paragraph 2 of this Article 3 of Part 3 of the GTC or his failure to fulfil one or more obligations as a result of his gross negligence. The payer shall also bear all losses for payments made as a low-value mobile payment, i.e. payment operations carried out by means of a means of payment which do not individually exceed EUR 30 or for which a spending limit not exceeding EUR 150 applies.
3. The payer shall bear the loss of up to EUR 50 related to all unauthorized payment transactions caused by the use of a lost or stolen payment instrument or the misuse of a payment instrument by an unauthorized person due to the payer's negligence in securing personalized security features, unless otherwise provided for in these GTC or the Act.
4. The Customer is obliged to prevent misuse of the technical device through which he uses the Internet Banking or Mobile Banking interface and to take all measures to prevent misuse of such device or the relevant interface by another person. The Client shall avoid lending the technical equipment through which he uses the Internet Banking or Mobile Banking interface to third parties without having permanent control over such equipment if he uses the Internet/Mobile Banking interface. If there is a risk that the customer might leave such a device out of his/her sight with the Internet/Mobil Banking interface running, he/she must prevent third parties from using it by appropriate security measures (in particular by means of an access code, fingerprint, or other security feature). The Customer must always log out of the Internet Banking or Mobile Banking application immediately after finishing using it and never lend or leave out of sight his/her devices through which he/she uses the Internet Banking or Mobile Banking interface while logged in to the Internet Banking or Mobile Banking application. The Client must not make any note of the authorization code provided to the Client by the Payment Institution and must not disclose it to any person. Subject to technical advances in the security features of technical devices, the Client shall secure the functions of his/her technical device through which he/she uses the Internet Banking or Mobile Banking interface against the possibility of automatic connection by a third party or other misuse. For Mobile Banking and authorization using a personal identifier, the Customer undertakes not to disclose this personal identifier to anyone and to keep it secret from other persons. The Client is obliged to regularly monitor information (in particular from the Payment Institution) about new threats, viruses or other malicious applications and, in accordance with the recommendations of the Payment Institution, thereby ensure the protection of the technical equipment through which he uses the Internet Banking or Mobile Banking interface.
5. The Client undertakes not to execute a payment order for the transfer,
 - a) if the payee of the funds is a person subject to international sanctions under the law of the relevant State; or

- b) if the transfer relates to goods or services that are subject to international sanctions under the law of the relevant State; or
- c) where the making of the transfer is otherwise contrary to the law of the relevant State.

The Payment Institution hereby notifies, and the Client acknowledges, that in the event that a transfer order is entered in breach of the obligation set out in the preceding paragraph (3), or in the event that he fails to provide full and timely cooperation to the Payment Institution in verifying the facts pursuant to the preceding paragraph 3 of this Article, the Payment Institution, the payee's bank or other payment service provider may refuse and reverse the transfer, suspend or permanently block the transfer, without the amount of the transfer being credited to the payee's account or returned to the payer's account.

IV. Responsibility for payment transactions

1. Where a payment order is submitted by the payer directly to the payer's payment service provider, the latter shall be responsible to the payer for the correct execution of the payment transaction. If the payer's payment service provider proves to the payer or the payee's payment service provider that the payee's payment service provider has received the amount of the payment transaction within the time limit referred to in Article I (4), third (3), of these GTC, the payee's payment service provider shall be liable to the payee for the non-execution or incorrect execution of the payment transaction. If the :
 - a) the payer's payment service provider is responsible for the non-execution or erroneous execution of the payment transaction, it shall immediately refund to the payer the amount of the non-executed payment transaction or erroneously executed payment transaction and, if possible, achieve a balance on the payment account which corresponds to the situation as if the erroneous payment transaction had not been executed at all, with a crediting date which shall be no later than the business day on which the amount of the payment transaction was debited from the payer's payment account,
 - b) the payee's payment service provider responsible for the non-execution or erroneous execution of the payment transaction shall, without delay, allow the payee to dispose of the amount of the payment transaction and, where possible, credit the amount of the payment transaction to the payee's payment account, with a crediting date which shall be no later than the business day on which such amount of the payment transaction should have been credited to the payee's payment account,
 - c) the payee's payment service provider responsible for the delay in executing the payment transaction shall, at the request of the payer's payment service provider acting on behalf of the payer, ensure that the date on which the amount is credited to the payee's payment account is no later than the date on which that amount would have been credited if the payment transaction had been correctly executed without delay.

In the case of a non-executed or incorrectly executed payment transaction, the payer's payment service provider shall, at the payer's request and notwithstanding its liability, without undue delay make reasonable efforts to trace the progress of the non-executed or erroneously executed payment transaction and notify the payer of the outcome of the progress of the non-executed or erroneously executed payment transaction.

2. Where a payment order is submitted by or through a payee, the payee's payment service provider shall be responsible to the payee for correctly submitting the payment order to the payer's payment service provider within the time limit set out in Article I(4), third (3) of these GTC; such payee's payment service provider shall submit the payment order to the payer's payment service provider without undue delay. Where there is a delay in the submission of such a payment order, the amount of the payment transaction shall be credited to the payee's payment account on the crediting date, which shall be no later than the business day on which such payment transaction should have been credited to the payee's payment account if the payment order had been submitted without delay. In the case of a non-executed or erroneously executed payment transaction under the preceding sentence, the payee's payment service provider shall, at the request of the payee and without undue delay and without prejudice to the liability of the payee, make reasonable efforts to trace the progress of the non-executed or erroneously executed payment transaction and notify the payee of the outcome of the progress of the non-executed or erroneously executed payment transaction. The payee's payment service provider shall be liable to the payee under § 19 section 1 and 2 of the Act; such payee's payment service provider shall ensure that the amount of the payment transaction is available to the payee without undue delay after the amount has been credited to the account of the payee's payment service provider. The date on which the amount of the payment transaction is credited to the payee's payment account shall be no later than the business day on which the amount of that payment transaction should have been credited to the payee's payment account if such payment transaction had been correctly executed.
3. In the case of a non-executed or erroneously executed payment transaction for which the payee's payment service provider is not responsible pursuant to paragraphs 1 and 2, the payer's payment service provider shall be liable to the payer; such payer's payment service provider shall be obliged to refund to the payer the amount of the non-executed or erroneously executed payment transaction with a crediting date which shall be no later than the business day on which that amount was debited and to achieve a balance on the payment account which corresponds to the situation as if the erroneous transaction had not been executed at all. The liability of the payer's payment service provider shall not apply if it proves that the amount of the payment transaction was credited to the account of the payee's payment service provider late due to a technical failure, where the payee's payment service provider ensures that the amount of

the payment transaction is credited to the payee's payment account with a credit date which is no later than the business day on which such amount of the payment transaction should have been credited to the payee's payment account if the payment transaction had been correctly executed.

4. Payment service providers shall bear all charges and any interest claimed against the payment service user because of non-execution or erroneous execution of a payment transaction caused by the payment service provider. The payment service provider may not charge the payment service user for the performance of the obligations under paragraphs 1 to 3 of this Article of the GTC.
5. In the case of a payment pursuant to Section 18 of the Act, it may be agreed in the framework agreement that, if the payment service provider has caused an erroneous execution of the payment which has resulted in unjustified enrichment of the payee, it shall carry out a corrective settlement. Corrective settlement means the correction of a payment made in error by a corrective debit to or from a payment account.
6. The Client shall be entitled to a correction by the Payment Service Provider if it has informed the Payment Institution without undue delay from the date of discovery of the unauthorized or erroneously executed payment transaction, but at the latest within 13 months from the date on which the funds were debited from the payment account or credited to the payment account, that it has discovered an unauthorized or erroneously executed payment transaction on the basis of which the Client is entitled to a correction.
7. The payer's payment service provider shall reimburse the payer for the amount of the unauthorized payment transaction without delay and, at the latest, by the end of the next working day after the payer has detected or been informed of such unauthorized payment transaction and, where possible, achieve a balance on the payment account, the same as if the unauthorized payment transaction had not taken place at all, including by crediting the payer's account with a credit date no later than the date on which the amount of the unauthorized payment transaction was debited from the payer's payment account. The time limit under the first sentence shall not apply if the Payment Institution has reasonable grounds to suspect that the payer has acted fraudulently and shall immediately notify the National Bank of Slovakia in writing of those grounds. If the payment order has been submitted through a payment initiation service provider, the Payment Institution, if it maintains a payment account, shall likewise be obliged to reimburse the payer for the amount of the unauthorized payment transaction in accordance with the conditions set out in the preceding part of this provision.
8. A payer shall be entitled to a refund from his payment service provider in respect of an authorized payment transaction carried out based on a payment order submitted by or through a payee if
 - a) the specific amount of the payment transaction was not specified at the time of authorization and
 - b) the amount of the payment transaction exceeds the amount that the payer could reasonably expect, considering the payer's usual previous expenditure, the terms of the framework agreement and the circumstances surrounding the payment transaction.
9. At the request of the Paying Institution, the Payer shall provide information on the payment transaction carried out pursuant to the preceding paragraph 13 within the time limit set out in the following paragraph 15; the reimbursement shall relate to the full amount of the payment transaction carried out, including the related fees. The date of crediting of the returned funds to the payer's payment account may not be later than the date on which the amount of funds was debited from the payer's payment account.
10. The time limit for the payer to request the return of funds from an authorised payment transaction carried out on the basis of a payment order submitted by or through the payee shall be eight weeks from the date on which the funds were debited from the account. Within ten working days of receipt of the request for reimbursement, the payer's payment service provider shall reimburse the full amount of the payment transaction or provide a justification for refusing to reimburse the funds, indicating the persons to whom the payer may refer in this respect if he disagrees with the justification provided.
11. In case of suspicion of fraud, fraud or security threat, the Payment Institution informs the client about this fact via email.

4. COMPLAINT PROCEDURE

1. Complaint means the Client's claim for verification of the accuracy and quality of the provision of a specific payment service performed by the Payment Institution for the Client or on the Client's instruction.
2. The Complaints Procedure shall generally regulate the handling of complaints and claims of the Client by the Payment Institution when handling complaints concerning the accuracy and quality of services provided by the Payment Institution to the Client (hereinafter referred to as the "Complaints Procedure"). The Complaints Procedure may also be provided by the Payment Institution as a separate document for the purpose of better informing the Client about his/her rights, but it formally forms part of the GTC.
3. The Client's complaints may be made exclusively in accordance with the provisions of the GTC, electronically, via the Payment Institution's website or the Internet Banking or Mobile Banking interface, in a special section designated for this purpose, after filling in all the mandatory data http://ultimapayments.com/downloads/UP_SVK_2023.12.15_ComplaintForm_EN.pdf - *Complaint Form*. The complaint submitted by the Client must make it clear who submits it, it must contain the name, surname, address and signature of the Client as the complainant or in the case of an electronic complaint it must be sent from his/her account within the Internet Banking/Mobil Banking interface, the subject of the complaint and what the Client as the complainant is claiming.

4. The Client shall attach to the complaint all documents and materials which show the facts alleged by the Client, indicating the specific rights which the Client believes have been violated by the Payment Institution's or other person's procedure. The Client shall be obliged to attach to the claim all documents proving the facts claimed by the Client, if the Payment Institution has issued such a document to the Client after the execution of the transaction, or other documents proving the Client's claims, provided that the time limits for the settlement of the claim shall only start to run effectively from the date on which the Payment Institution has been provided with proof of all the facts stated by the Client in the claim, the proof of which by the Client is necessary for the proper conduct of the claim procedure. In order to complete the information necessary to decide on the claim, the Payment Institution shall have the right to contact the Client and request the completion of the necessary data in the form and manner as instructed by the Payment Institution. If the Client fails to make a claim within the maximum objective claim period of 6 months, the right to make a claim shall be extinguished, except according to the following clause 5.
5. The Client shall have the right to a remedy from the Payment Institution if the Client has informed the Payment Institution without undue delay from the date of the unauthorized or erroneously executed payment transaction, but no later than within 13 months from the date of debiting funds from the payment account or crediting funds to the payment account, that it has detected an unauthorized or erroneously executed payment transaction, on the basis of which the Client's right to a remedy arises.
6. The Payment Institution shall then electronically acknowledge receipt of the Client's complaint and decide without undue delay on the legitimacy of the complaint, but no later than within 10 working days, in more complex cases no later than within 15 working days of receipt of the complaint. If it is not possible to decide on the validity of the complaint within the above time limits and the maximum time limit of 15 working days cannot reasonably be met, the Payment Institution shall provide the Client with a preliminary response clearly stating the reasons for the delay in responding to the Client's complaint and the date of the final response; the time limit for the delivery of the final response shall not exceed 35 days, or 60 calendar days in more complex cases. If the Payment Institution concludes that the complaint is unjustified, it shall immediately notify the Client thereof. After notifying the Client of the legitimacy of the claim, the Payment Institution shall proceed immediately to the processing of the claim. The total processing of the claim shall not exceed 35 days, in more complex cases 60 calendar days.
7. After the Payment Institution has carried out all the necessary actions, which it is entitled to do, aimed at the successful resolution of the claim, the Payment Institution shall without undue delay notify the Client of the outcome of the claim and of the legal consequences that follow for the Client after the conclusion of the claim.
8. The Payment Institution shall bear the costs associated with the settlement of the claim. The costs associated with the execution of the claim as well as the written documents when submitting the claim, including its attachments and their submission/provision shall be borne by the Client. In the event of an unjustified claim, the Payment Institution shall be entitled to reimburse the Client for the necessary actual costs of processing the claim in accordance with the applicable Fee Schedule, upon proof of the amount of the costs related to the unjustified claim.
9. In order to supplement the information necessary to make a decision on the Claim, the Payment Institution shall have the right to contact the Client by telephone, e-mail, via the Internet Banking or Mobile Banking interface or in any other way and ask the Client to supplement the information. In the event that the Client does not provide timely cooperation for the purpose of proper and timely processing of the Claim, the deadline for processing the Claim shall be extended by the time of the Client's delay in providing information, materials, documents or submitting or clarifying other facts necessary for the proper processing of the Claim.
10. If the Payment Institution has caused an erroneous payment or direct debit which has resulted in the erroneous enrichment of the Beneficiary, it shall make a corrective settlement in accordance with the rules set out in Part 3, Article IV of the GTC.
11. If the Client has a reasonable doubt that his/her complaint has not been thoroughly investigated and properly handled in accordance with these Complaint Regulations, or if he/she believes that his/her rights have been violated in violation of the Agreement, the GTC or the provisions of the Act, he/she shall have the right to address his/her complaint to the controlling authority, which is the National Bank of Slovakia.
12. The Payment Institution shall be entitled to amend or completely replace these Complaints Regulations at any time. The Bank shall publish this change in its business premises and on its website, in accordance with the procedure for amendment of the GTC (Part 5, Article VI, paragraph 10 of the GTC). In special cases and in the event of any changes in generally binding legislation, it is possible to amend these Complaints Regulations within shorter time limits, however, the Payment Institution shall always inform the Client of the effective and valid date of the new version, which shall not precede the date on which the Client is informed of the changes to the Complaints Regulations. For the regulation of mutual rights and obligations in the complaint procedure under these Complaints Regulations, the provisions of the GTC in the version valid and effective on the date of the Client's claim shall apply.

5. PAYMENT TERMINAL

1. If you use payment terminals in connection with the execution of transactions, they must be terminals supplied by the Payment Institution or a contractual supplier of the Payment Institution approved by the Payment Institution. For the avoidance of doubt, the designation "Payment Terminal" also includes all related equipment, such as a PIN entry device (PIN pad) or contactless readers or other accessories approved or supplied by the Payment Institution or a contract

supplier of the Payment Institution approved by the Payment Institution. All equipment provided or used by the Payment Institution must comply with current PCI DSS regulations.

2. The Payment Institution shall not be liable for any loss resulting from the failure or error of any Payment Terminal. Unless otherwise expressly stated in the Agreement, the Payment Institution shall have no liability in connection with any representation, warranty, condition or statement relating to any Payment Terminal.
3. The Payment Institution reserves the right to change the configuration of the Payment Terminal at any time, for example to add a new function or update the software. In case of any such change, the Client is obliged to cooperate with the Payment Institution in the form of compliance with the agreed plan for the replacement or upgrade of the Payment Terminals. In the event that your Payment Terminal becomes obsolete or no longer complies with the Rules of Card Associations, the Client will be informed of this fact by the Payment Institution. In the event that the Payment Institution will not be able to implement such an exchange due to obstacles on the part of the Client, the Payment Institution may disconnect such a terminal until a remedy is agreed in the form of compliance with the regulations of the Card Associations.
4. In the event of a breakdown or outage of any Payment Terminal or any other incident that will result in the impossibility of use or the necessity of repair or service intervention of any Payment Terminal, notify the Payment Institution without delay (at the latest within five (5) working days from the date on which you discover the defect or should have discovered it); and then contact the supplier of the Payment Terminal, who will take the necessary steps to ensure the required maintenance of such Payment Terminal. You are not authorized to attempt any maintenance or repair of the Payment Terminals without our instruction or an approved contractor. You will provide the Payment Institution with the necessary cooperation in an effort to determine the problem of the given Payment Terminal. If your Payment Terminal requires additional software, you are obliged to cooperate in uploading the software remotely. The Client bears responsibility in cases where there is loss, destruction, theft or other damage, the consequence of which is the non-functionality of any Payment Terminal. The Payment Institution may charge a fee, which is applied according to the need and scope of the solution by the Payment Institution.
5. You acknowledge that all equipment provided for the operation of the Payment Terminal contains proprietary technology (hereinafter referred to as "Software"). You do not acquire any ownership, copyright or other right to the Software. All rights to this Software (including its updates, enhancements and supplements) are at all times retained by the Payment Institution or its suppliers. You may not share this software with any third party; you must refrain from transferring, copying, licensing or sublicensing, modifying, translating, reverse engineering, disassembling, making unauthorized changes or creating derivative works based on this Software. Your use of this Software will only be to the extent necessary to exercise your rights and fulfill your obligations under this Agreement.

6.COMMON AND FINAL PROVISION

I. Identification and conduct of the Client

1. The Payment Institution is obliged to identify and verify the identification of the Client or the person acting on his behalf or on his account, in accordance with the AML Law and other generally binding regulations, in the event of entering into a business relationship, carrying out an occasional business relationship or in the event of any doubts or suspicions in the execution of payment operations of the Client or about the data provided by the Client to the Payment Institution, under the conditions set out in the relevant regulations, in particular the AML regulations. If the Client or a person acting on its behalf or on its behalf refuses to comply with the required scope of identification and verification of identification, the Payment Institution shall be entitled to refuse to execute the relevant payment transaction or to conclude the Agreement, to establish a payment account.
2. The Payment Institution shall be entitled to require the Client to identify the End Beneficiary and also to provide proof of the identity of the End Beneficiary. The Payment Institution is also entitled to request information from the Client on the purpose and intended nature of the business relationship and the Client is obliged to provide this information to the Payment Institution.
3. The Client agrees to provide all necessary data, information, and documents for the purposes of identification and verification of identification, including the production of a copy of the identity document or other documents, if necessary for the purposes of identification or verification of identification.
4. The Client represents that neither the Client, the Client's end-user beneficiaries nor any statutory body or member of the Client's statutory body is a politically exposed person unless the Client notifies the Payment Institution otherwise. If the Client or a person representing the Client does not have a Contract with the Payment Institution containing information that the Client or an end-user of the Client's benefits or a member of the Client's statutory body is a Politically Exposed Person and has not otherwise provided such information to the Payment Institution, it is understood, and the Client solemnly declares that such person is not a Politically Exposed Person.
5. The manner, form and specific type of document that is necessary to open a Payment Account, or to subsequently identify or verify the Client's identification in the exercise of care under the AML Law shall be set out in the Payment Institution's internal regulations governing the different types of care in relation to Clients or in the Payment Institution's specific terms and conditions, unless otherwise agreed by the parties. The Payment Institution shall be entitled, at its sole discretion, to request other documents and information from the Client in case of any doubts related to the Client's

identification, verification of the Client's identification or in connection with payment operations carried out by the Client, to which the Client agrees.

6. When electronic or technical devices are used by the Client, in particular means of payment, the Client is identified by the unique access data provided to the Client for matching purposes and any other data provided by the Client during matching or which entitles the Client to perform a specific payment service or other action in relation to the payment account, to which the Client agrees.
7. The Client is entitled to be represented by a third party in a single legal transaction also on the basis of a written power of attorney or to grant access to an authorized person in accordance with these GTC. The scope of the power of attorney must be specific and clearly defined and the signature of the principal must be officially certified, or the power of attorney must be signed in front of an employee of the Payment Institution to whom the identity of the principal must be clearly proven. The provisions of these GTC shall apply to the Authorized Person in a manner similar to the Client. An Authorized Person is a person authorized by the Client in accordance with Part 3, Article I, Paragraph 7 of these GTC to perform all acts in relation to the Payment Account, including the execution of payment transactions in the name and on behalf of and for the account of the Client, and shall have authority in relation to the Payment Account to the extent granted by the Client.
8. Unless otherwise provided by a generally binding legal regulation or these GTC, the authority to dispose of the Payment Account and/or the funds on the Payment Account until the receipt of a written revocation of the power of attorney or until the receipt of any other document evidencing the facts that give rise to the creation, change or termination of the authority to dispose of the Account and/or the funds on the Payment Account, changes in the disposition authority shall be binding on the Payment Institution no later than as of the next Business Day following the date of its delivery to the Payment Institution.
9. All documents and papers required by the Payment Institution when performing any service, concluding the Agreement, opening an Account, or performing any other act must be submitted by the Client as originals or certified copies, unless otherwise agreed by the parties.
10. The Customer shall immediately notify the Bank of the loss, theft or misuse of any authentication or authorization data, including the data through which it accesses individual services of the Internet Banking or Mobile Banking interface, unauthorized access to Internet/Mobile Banking, as well as other misuse or unauthorized use of the Internet Banking or Mobile Banking interface.

II. Communication, provision of information and protection of information and personal data

1. Communication between the Client and the Payment Institution shall be carried out electronically by sending important information to the contact details provided by the Client at the conclusion of the Contract or other details changed on the basis of the Client's notification/change of contact details, through the internal communication channel in the special part of the Internet Banking and Mobile Banking interface or the Payment Institution's website, through which information is transmitted between the Payment Institution and the Client. By publication of the information by the Payment Institution on the website or by sending a notification email to the Client's address specified in the Agreement, the relevant information shall be deemed to have been duly delivered to the Client and to be effective. The e-mail message and the message within the Internet Banking and Mobile Banking interfaces shall be deemed to have been received on the next business day following the date of dispatch.
2. The Payment Institution shall inform the Client of individual payment operations as well as of any disposition of the Client's payment account through the Internet Banking or Mobile Banking interface, where it is possible to obtain a current, complete, and accurate overview of all payment operations or other actions in relation to the payment account. The Client is also informed about the payment operations that have not been executed by a special message delivered via electronic means of communication.
3. The Client is entitled to generate a separate electronic statement of the payment account according to the criteria specified by the Client. Such a statement can be exported to a file and subsequently printed.
4. The Client is also entitled to choose the method of providing information on payment operations, movements on the payment account, payers of payment orders received and other similar information related to payment operations or the payment account, within the relevant functionality of the payment account, including the setting of notifications on the crediting/withdrawal of the amount of each payment operation in relation to the Client's payment account or the setting of an electronic statement of the payment account for the relevant period. The Payment Institution shall also provide the Client with an electronic statement for the relevant selected period, at least once per calendar month, to the Client's selected e-mail address. The Client shall be entitled and shall be allowed to check all the above information after the execution of the payment transaction in the Internet Banking or Mobile Banking environment and to generate the relevant statement in accordance with paragraph 3 of this Article.
5. If the Client detects any irregularities within the executed payment operations or within the generated statements, he/she is obliged to notify such irregularities and errors to the Payment Institution in accordance with these GTC immediately, but at the latest within the period for filing a claim pursuant to Section 4, Paragraph 5 of these GTC (13 months), otherwise the Client shall lose the right to compensation for damages.

6. Any communication between the Client and the Payment Institution shall be conducted in the agreed language; in a special case, the Client may choose a different language form of display within the Internet Banking and Mobile Banking interface and generation of individual statements and notifications, depending on the functionality available through the Internet/Mobile Banking interface.
7. In special cases where communication between the Client and the Payment Institution is made in writing, any documents shall be delivered to the address of the other party set out in the Contract or any other address subsequently notified or changed in the relevant part of the parties' contact details. Documents shall be deemed to have been delivered on the date of delivery or on the third day after the date of receipt of notice of the impossibility of delivery of the document to the other Party or of the refusal or non-collection by the other Party within the collection period, even if the addressee is not aware of it.
8. The Payment Institution shall process personal data about the Client, which are part of the Client's identification at the conclusion of the Contract, as well as any other personal data and information that it obtains or comes into contact with during the contractual relationship with the Client, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), Act No. 18/2018 Coll, on the protection of personal data and on amending and supplementing certain acts and all other related legislation governing the collection and processing of personal data. By concluding the Contract, the Client grants the Payment Institution, as a data subject, consent to the acquisition, collection, and processing of personal data in accordance with the aforementioned regulations. Information on the processing of personal data is provided in the Privacy and Personal Data Protection Rules, the current version of which is available to the Client on the Payment Institution's web site www.ultimapayments.com
9. The Client agrees that the Payment Institution shall record, even without prior notice, any communication taking place between the Payment Institution and the Client by any available technical means and archive all such records, as well as copies of all information and documents received by the Payment Institution from the Client or from third parties. The Client agrees that the Payment Institution shall be entitled to use such information at any time for the purposes set out in the Terms and Conditions or to secure the Terms and Conditions or in accordance with applicable law.
10. In the event of a change in any information provided by the Client in the Contract/Draft Contract, the Client is obliged to notify the Payment Institution of such change either through the Payment Institution's electronic form on the Payment Institution's website or in writing immediately after the relevant change has come into effect. The Payment Institution shall not be liable for any loss incurred by the Client by failing to notify the change of any information about the Client contained in the Contract or other documents or by late notification thereof, and until the change is notified, the Payment Institution shall consider the information provided by the Client at the conclusion of the Contract to be binding.
11. The contact designated for communication with the Payment Institution is (email), If the Payment Institution notifies a change of contact details, the contact details so modified shall apply for communication with the Payment Institution.

III. Exchange of confidential, personal, and other information

1. The Payment Institution and the Client are aware that in the performance of payment services they may provide each other with information where it is in the interest of one of the Parties that the other Party does not disclose it to a third party or use it for its own benefit - Confidential Information. The Party receiving such Confidential Information undertakes to ensure, at least at a professional level of care, the confidentiality of such Confidential Information from any third party and to refrain from using such Confidential Information for its own benefit. The obligation of the Parties contained in this Article shall not terminate upon termination of the Contract. Statistical information about the Client or the payment services used by the Client without specifying it, i.e. in an anonymous manner, shall not be considered Confidential Information.
2. The Participants undertake not to use the Confidential Information for themselves and/or for third parties, not to disclose it to third parties and not to allow third parties access to the Confidential Information without the prior consent of the other Party, unless otherwise provided for in these GTC or the Contract. The Payment Institution shall be entitled to use and disclose Confidential Information to third parties on the basis of specific legal provisions, in particular the Act, the AML Regulations, these GTC, the Contract or other regulations issued by the Payment Institution.
3. In order to identify payments in accordance with the Law, the Client grants the Payment Institution consent to contact the Client or the relevant Payment Service Provider with a request for an explanation of these operations in the event that an operation or operations occur on the Client's payment account that the Payment Institution assesses as risky or unusual. The Client's refusal to provide the information requested by the Payment Institution or the provision of insufficient information shall be considered a gross breach of these GTC.
4. The Client undertakes to provide the Payment Institution with all relevant and decisive information regarding the economic and legal status of the Client or other relevant information regarding the Client (in particular, information that a petition for bankruptcy/restructuring has been filed, that bankruptcy or execution has been declared against the Client, that the Client is insolvent or insolvent, that the Client is entering into liquidation, that a petition has been filed for the Client's dissolution, that a decision has been made to merge, amalgamate or divide the Client, that the Client has been deprived of his/her legal capacity or legal capacity or that his/her legal capacity has been restricted, etc.) immediately after such information becomes known to the Client, even if it has not yet become final.

5. By signing the Contract, the Client bindingly declares that he/she will use funds which are his/her own for each trade and that he/she will enter into each such trade for his/her own account. If the Client intends to use foreign funds to execute a trade in excess of the amount stipulated by the Banking Act or any other legal regulation or to execute a trade in his/her own name on someone else's account, he/she is obliged to notify the Payment Institution in writing in advance of the trade, indicating the identification details of the person who owns the funds and on whose account the trade in question is to be executed.

IV. Offsetting of claims

1. The Payment Institution shall have the right at any time, without prior notice, to set off any of its claims against the Client against any claims of the Client against the Payment Institution which are of the same kind, whether due, time-barred, contingent or unconditional, irrespective of the legal relationship from which they arise and when they arose.
2. For the purpose of offsetting the claims referred to in paragraph 1, the Payment Institution shall also be entitled to use the funds in the Client's payment accounts, irrespective of whether such claims arose in connection with the maintenance of the account or otherwise. The right of the Payment Institution to set off its claim shall take precedence over the execution of any instruction relating to the Client's payment account, whether or not it has already been authorized.
3. The Payment Institution shall also be entitled to set off claims denominated in different currencies, even if these currencies are not freely convertible, at the exchange rate published by the Payment Institution on the date of set-off.
4. The Client shall be entitled to assign its claim against the Payment Institution or transfer its obligation under the Agreement to a third party or otherwise dispose of them, including the creation of any security interest in such claims, only with the prior written consent of the Payment Institution. The Client acknowledges that the Payment Institution is entitled to transfer its claims against the Client to third parties at any time without the Client's consent.

V. Liability for damages

1. Unless otherwise expressly stated in the Contract or these GTC, the injured party shall be entitled to compensation for damages in the event of a breach of the terms of the Contract by the other party in accordance with §373 et seq. Commercial Code, unless the other party proves that the breach of duty was caused by circumstances excluding liability.
2. In particular, the following shall be deemed to be circumstances excluding liability on the part of the Payment Institution: various forms of civil unrest, fire, flood, terrorist attack, hacker attack, interruption, slowdown or failure (total or partial) of electricity supply, interruption, failure or disruption of the activities of computer systems (hardware or software components) or communication services on the part of the Client or third parties or by the Client/third parties, any technical failures on the part of the Client in communicating with the Payment Institution or any other extraordinary event, disaster or imposition of extraordinary restrictions/guidelines/ inability to obtain the relevant permits/licenses in time directly or indirectly related to the individual performance under the Contract or any other obstacle which has occurred independently of the will of the Payment Institution and which prevents the Payment Institution from fulfilling its obligation.
3. The Payment Institution shall not be liable for any damage caused to the Client as a result of false, incomplete, inaccurate or misleading information, instructions or documents provided by the Client (or any other person authorized by the Client) to the Payment Institution in the exercise of its rights under the Contract or by the failure to provide the relevant information, instructions or documents in a timely manner. The Client shall be fully responsible for the accuracy, completeness and timeliness of any information, instructions or documents provided to the Payment Institution.
4. The application of contractual penalties under the provisions of the Contract or the GTC shall be without prejudice to the right of the aggrieved party to claim compensation for the full amount of the damage incurred, i.e. even up to the amount exceeding the amount of the contractual penalty.
5. Electronic communication services are provided via data or telephone lines, or other means of long-distance communication not operated by the Paying Institution. The provision of information transmission via means of long-distance communication is outside the sphere of influence of the Payment Institution and the Payment Institution shall not be liable for any disruption or failure of these services, including threats from third parties (e.g. the threat of a hacker attack, internal risks of the data network operator, "man in the middle", i.e. interception of communication by a third party pretending to be the counterparty to the communication, interception of telephone calls, data spoofing, etc.). The Payment Institution shall not be liable for any damage caused by misuse of confidential information wrongfully obtained from means of remote communication outside the sphere of influence of the Payment Institution, the Client's equipment or as a result of improper handling of such data by the Client, i.e. in violation of the Agreement and these GTC, unless it is a case of breach of duty on the part of the Payment Institution.
6. Certain risks arising from the use of long-distance communication services may also be within the sphere of influence of the Client. These risks include, in particular, the lack of security of the Client's device through which the Client accesses the Internet Banking or Mobile Banking interface, the manner in which the Client secures any authorization or authentication details of the Client, etc., which are the responsibility of the Client.

VI. Final Provisions

1. These GTC have been created in the Slovak language and translated to English, in accordance with the legal regulations of the Slovak Republic and the relevant provisions of the Act, the Commercial Code and other applicable laws shall apply to the relations not regulated herein.
2. The general court, in accordance with the relevant procedural legislation, or an alternative arbitration or other alternative dispute resolution body shall be competent to hear any disputes between the Parties. The Client is entitled to apply to an arbitration court dealing with the relevant area of legal relations. instead of a general court; a list of permanent arbitration courts can be found here: <https://www.justice.gov.sk/Stranky/Registre/Dalsie-uzitocne-zoznamy-a-registre/Rozhodcovske-sudy/Zoznam-rozhodcovskych-sudov.aspx>).
The client-consumer is entitled to address his/her claims to an alternative dispute resolution entity - The alternative dispute resolution entity is the Institute of alternative dispute resolution of the Slovak banking association, established by the Slovak Banking Association, with its registered office at Mýtna 7838/48, 811 07 Bratislava, BLUMENTAL OFFICE I. (<http://institutars.sk/>) or, in special cases, on the basis of the spirit of the consumer dispute, the relevant authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list can be found at: <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>).If the Client-consumer has concluded the Contract online, by means of remote communication, he/she has the possibility to use the alternative dispute resolution system on the online dispute resolution platform (hereinafter referred to as the "ODR Platform") to resolve his/her potential disputes. The ODR Platform, through which you can submit complaints, is available at the following electronic link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>
3. The Payment Institution charges fees for its standard services in accordance with the Schedule of Fees. For non-standard fees and services that are not defined in these GTC and/or the Fee Schedule, the Payment Institution shall charge the Client individually determined fees, which the Client shall be informed of prior to using such services.
4. By entering the Contract, the Client declares that prior to entering into the Contract, the Payment Institution has been informed by the Client of the fees related to the Contract; fees shall be understood to mean any fees payable to the Payment Institution.
5. In the event of delay by the Client in making any payment under the Contract or these GTC, the Client shall pay to the Payment Institution a contractual penalty of 0.05% of the amount due for each day of delay.
6. The relations between the Client and the Payment Institution are governed by the Agreement, the terms and conditions for the relevant product, these GTC and generally binding legislation of the Slovak Republic, in the above-mentioned order. These GTC shall prevail over the Client's General Terms and Conditions and trade practices unless the parties agree otherwise in writing.
7. If there are more than one person on the side of the Client as a party to the obligation relationship between the Payment Institution and the Client, the obligations of the Client and these persons towards the Payment Institution shall be joint and several, unless these GTC, the Special Terms and Conditions or the Contract provide otherwise.
8. The supervisory authority within the scope of which the activities of the Payment Institution are supervised is the National Bank of Slovakia.
9. In the event that any provision of the Agreement or the GTC is - or becomes invalid, ineffective and/or unenforceable, the validity, effectiveness and/or enforceability of the remaining provisions of the Agreement, the GTC shall not be affected. In such case, the Payment Institution undertakes, in agreement with the Client, to replace such provision with a new provision closest to it in content and purpose.
10. The Payment Institution is entitled, depending on changes in generally applicable legislation and/or at its own discretion, to amend or completely replace these GTC. The Payment Institution shall inform the Client of the proposed changes by means of the contact details provided by the Client when concluding the Contract or the Client's new contact details or by other appropriate means (e.g. by publishing them on the website or within the Internet Banking/Mobile Banking interface). Unless the updated version of the GTC does not state the validity and effectiveness, the changes/new version of the GTC shall be effective on the day following the expiry of 32 days after the Client has been informed unless otherwise stated. If the Client disagrees with a change to the GTC, he/she is entitled to notify the Payment Institution of his/her disagreement no later than the effective date of the changes, specifying specifically the changes to which he/she disagrees; a timely expression of disagreement with the proposed new wording of the GTC shall have a suspensive effect in relation to the objected provisions against the Client who expresses such agreement. In such case, the Client shall be entitled to terminate the Agreement in accordance with Part 2, Article II, paragraph 6(b) of these GTC. Unless the Payment Institution and the Client agree within 30 days and the Client does not terminate the Agreement, the modified current version of the GTC shall apply to the Client in accordance with the proposed changes. If the Client does not notify the Payment Institution of his disagreement with the change of the GTC within the above-mentioned period, the Client agrees to the change and the mutual relations of the Payment Institution and the Client shall be governed by the changed GTC from the effective date of the change.
11. These GTC shall come into force on the date of publication on the website of the Payment Institution, i.e. 12/15/2023.