

# PAYMENT RULES of AS DNB banka

APPROVED  
Edition of 30.01.2017, by the decision of the Management Board of AS DNB banka dated 30.01. 2017,  
Effective from 01.04.2017

## 1. TERMINOLOGY USED IN THE RULES

1.1. The following terms are used in these Rules:

- 1.1.1. **Bank** – AS DNB banka (registered in the Commercial Register of the Republic of Latvia Register of Enterprises; uniform registration number: 40003024725; registered office: Skanstes iela 12, Riga, LV-1013; the homepage address in the Internet: [www.dnb.lv](http://www.dnb.lv); electronic mail address: [info@dnb.lv](mailto:info@dnb.lv));
- 1.1.2. **Banking Day** – each Business Day within the Bank's Working Hours:
  - 1.1.2.1. in the case of an outgoing Payment – each day on which the respective branch or system (Internetbank or Uzņēmuma Banka) of the Bank accepts and processes Payment Orders;
  - 1.1.2.2. in the case of an incoming Payment – every day except Saturday, Sunday and the public holidays stipulated under the law;
- 1.1.3. **Business Day** – a day within the working hours of a Payment Service Provider involved in execution of the Payment, on which the Payment Service Provider performs actions necessary for execution of a respective Payment;
- 1.1.4. **European Payment** – a Payment where the involved Payer's Bank and Beneficiary Bank are located in any of the European Economic Area member states, Switzerland or Monaco and which is made in euro or the national currency of any of the states indicated in this sub-Clause;
- 1.1.5. **IBAN (International Bank Account Number)** – an international bank account number that banks allocate to their customers and that complies with the international standard ISO 13616-1:2007 "Financial Services. The International Bank Account Number (IBAN). Part 1: The Structure of IBAN";
- 1.1.6. **Domestic Payment** – a Payment initiated by the Payer at the Payer's Bank located in Latvia with an aim to deliver the Payment to the Beneficiary at the Beneficiary Bank also located in Latvia;
- 1.1.7. **Internetbank** – the Bank's internetbank (remote access system) which provides the Customer, subject to the agreement on the use of this system (provided such is concluded between the Customer and the Bank), with the option to submit to the Bank Payment Orders and other notices, to receive information and notices from the Bank and to use other services through the Internet and relevant Payment Instruments;
- 1.1.8. **Execution Term** – the execution term for the Payment Order indicated for the respective type of Payment in the List of Conditions or a term on which the Customer has agreed with the Bank;
- 1.1.9. **Customer** – a person who makes a Payment from the Account and/or receives a Payment in the Account;
- 1.1.10. **Service Fee** – remuneration paid by the Customer to the Bank in relation to the execution of Payments;
- 1.1.11. **Account** – the Customer's account with the Bank used for execution of the respective Payment;
- 1.1.12. **Credit Transfer** – a transfer (transaction) of funds initiated by the Payer at the Payer's Bank with an aim to deliver the Payment to the Beneficiary at the Beneficiary Bank;
- 1.1.13. **Payment** – a Credit Transfer;
- 1.1.14. **Payment Instrument** – any personalised device or set of procedures which the Customer and the Bank have agreed on and which is used by the Customer to initiate Payments (e.g. a code calculator, code, password or other means of identification);
- 1.1.15. **Payment Service Provider** – any person entitled to provide the payment services specified in the Payment Services and Electronic Money Law;
- 1.1.16. **Payment Order** – the Payer's unconditional assignment to its Payment Service Provider to execute the Payment;
- 1.1.17. **Payer** – a person who permits his Payment Service Provider to make the Payment from its payment account;

- 1.1.18. **Payer's Bank** – the Payer's Payment Service Provider;
  - 1.1.19. **Rules** – these rules (Payment Rules of the Bank);
  - 1.1.20. **Acceptance Cut-off Time** – time within the Banking Day indicated in the List of Conditions after which the received Payment Orders (for outgoing Payments) and received Payment amounts (incoming Payments) are deemed received on the next Banking Day;
  - 1.1.21. **Standing Order** – a regular Credit Transfer to be performed at set intervals from the Account to the Beneficiary's Account at the Beneficiary Bank indicated in the Payment Order;
  - 1.1.22. **Beneficiary** – a person who should receive the amount of money indicated in the Payment Order as a result of execution of the Payment;
  - 1.1.23. **Beneficiary Bank** – a Payment Service Provider that shall transfer the amount of money received as a result of an executed Payment to the Beneficiary's account or disburse it to the Beneficiary otherwise;
  - 1.1.24. **Date of Receipt** – a Banking Day on which a Payment Order is deemed received at the Bank pursuant to Section 4 hereof;
  - 1.1.25. **Intermediary** – a Payment Service Provider engaged in the Payment execution, who is neither the Payer's Bank nor the Beneficiary Bank;
  - 1.1.26. **International Payment** – a Payment initiated by the Payer at the Payer's Bank located in one country with an aim to deliver the Payment to the Beneficiary at the Beneficiary Bank located in another country;
  - 1.1.27. **SWIFT** – the Society for Worldwide Interbank Financial Telecommunication ensuring transmission of interbank finance notices by means of a telecommunications network;
  - 1.1.28. **Uzņēmuma banka** – the Bank's system and application software installed in the Customer's computer which provides the Customer, subject to the agreement on the use of this system and software application (provided such is concluded between the Customer and the Bank), with the option to submit to the Bank Payment Orders and other notices and to receive information and notices from the Bank through the electronic communication channels;
  - 1.1.29. **Unique Identifier** – the following information to be indicated by the Payer in the Payment Order to identify unmistakably the Beneficiary or its account to which the Payment has to be transferred:
    - 1.1.31.1 for a Credit Transfer (Domestic Payments) – the Beneficiary's account number in IBAN format with the Beneficiary Bank;
    - 1.1.31.2 for a Credit Transfer (International Payments) – provided IBAN has been introduced in the country where the Beneficiary Bank is located – the Beneficiary's account number in IBAN format;
    - 1.1.31.3 for a Credit Transfer (International Payments) – in the event IBAN has not been introduced in the country where the Beneficiary Bank is located – the Beneficiary's account number and the Beneficiary Bank SWIFT (BIC) code or another code or identifier of the Beneficiary Bank;
  - 1.1.30. **Value Date** – the point of reference used by the Bank to calculate the interest on the cash assets withdrawn from the Account or deposited to it;
  - 1.1.31. **General Terms** – the General Terms and Conditions of the Bank.
- 1.2. Other terms used in the Rules that are not explained in the Rules correspond to the terms used in the General Terms.

## 2. GENERAL ISSUES

- 2.1. The Rules govern the legal relations between the Customer and the Bank in respect of performance of Payments. Legal relations between the Customer and the Bank regarding provision of such payment services that are not deemed to be Payments in the understanding of the Rules are regulated by the relevant Service Rules and agreements concluded between the Customer and the Bank.
- 2.2. Provided the Customer has an open Account and the Customer uses the Account for the execution of Payments, the terms and conditions of the Account Maintenance Agreement concluded between the Customer and the Bank shall also apply to the performance of Payments.
- 2.3. Where the Customer makes Payments with Payment Instruments and/or Means of Distance Communication the terms and conditions of the Service Agreements concluded between the Customer and the Bank to regulate the use of the relevant Means of Distance Communication and/or Payment

Instruments (e.g. an agreement on use of the Internetbank or the Uzņēmuma Banka) shall also apply to the performance of Payments.

- 2.4. All legal relations between the Customer and the Bank regarding performance of Payments other than those specified in Clauses 2.1 – 2.3 hereof shall be regulated by the General Terms, the List of Conditions, other Service Rules and Service Agreements, the best banking practice and principles of good faith and reason.
- 2.5. The Bank may amend the Rules as provided for by the General Terms.
- 2.6. All notices indicated in the Rules and related thereto between the Customer and the Bank shall be delivered or dispatched pursuant to the General Terms, to the extent otherwise specified in the Rules.
- 2.7. Sections 58, 60, 61, 63, 64, 66, 67, 69 – 75, Section 77 Paragraph One, Sections 85, 87, 88, 89 and 99, and the time period for request of compensation for loss specified in Section 84 of the Payment Services and Electronic Money Law shall not apply to the legal relations between the bank and the Customer who is not the Consumer.
- 2.8. The Rules are available upon the Customer's request at the Places of Service during the Bank's Working Hours and on the Bank's Website.

### **3. COMPLETION OF THE CUSTOMER'S PAYMENT ORDER**

- 3.1. To initiate the Payment the Customer shall complete a Payment Order and submit it to the Bank. The Customer shall complete the Payment Order in accordance with the Rules and the Bank's requirements, in compliance with the applicable laws and regulations. The information indicated in the Payment Order shall be complete, accurate and unambiguous.
- 3.2. The Bank may determine requirements with regard to provision of certain information that the Payer shall provide for the Bank to be able duly execute the Payment Order. Information regarding these requirements is available to the Customer in the form of the Payment Order, the Service Agreement and the List of Conditions, as well as on the Bank's Website on the Internet and upon the Customer's request at the Places of Service during the Bank's Working Hours.
- 3.3. The Customer may submit the Payment Order in the currencies in which the Bank performs Payments according to the List of Conditions.
- 3.4. Payment Orders shall be completed in Latvian or with letters of Latin alphabet in another language acceptable to the Bank. The Bank may replace the letters of the Latvian alphabet with letters of the Latin alphabet. The Bank is not obliged to translate the information indicated in the Payment Order.
- 3.5. If the Customer has not indicated the type of Payment (standard, express or economical) in the Payment Order the Bank shall execute the Payment Order within the Execution Term specified for the standard Payment.
- 3.6. If the Customer has not indicated the type of payment of the service fees related to the execution of the respective Payment, such service fees shall be paid separately (SHA) according to the List of Conditions depending on the type of the Payment.
- 3.7. The European Payments shall be executed subject to the type of service fees according to which such fees are paid separately (SHA). If the Customer has indicated another type of payment of the service fees for such Payment in the Payment Order the Bank may replace it with the separate (SHA) type of payment of the service fee or refuse to accept and/or execute the respective Payment Order.
- 3.8. If the Customer has not indicated any Intermediary for the respective Payment in the Payment Order the Bank may choose an Intermediary at its own discretion, without approving it with the Customer. The Customer is not entitled to determine the correspondent bank that the Bank should engage in execution of the Payment.
- 3.9. The Bank is entitled to replace the Intermediary indicated in the Payment Order if:
  - 3.9.1. the Bank has reasonable doubts about the Intermediary's ability to perform its obligations, or
  - 3.9.2. Bank has at its disposal information on that the Beneficiary Bank has changed the Intermediary.
- 3.10. If the Payment Order is submitted as a hard copy it shall be signed as provided for by the General Terms.

- 3.11. If the Payment Order is submitted through a Means of Distance Communication and/or Payment Instrument it shall be signed or approved in accordance with the provisions of the Service Agreement regulating use of the relevant Means of Distance Communication and/or Payment Instrument.
- 3.12. Upon completing the Payment Order it is important for the Customer to take into account that as a result of the execution of the Payment Order the Payment amount can be transferred into the Beneficiary's account at the Beneficiary Bank exclusively on the basis of the Unique Identifier stated in the Payment Order. In the event the Customer has submitted to the Bank a Payment Order with an erroneous Unique Identifier the Customer shall undertake all liability for all loss related to the failure or erroneous performance of the Payment Order.

#### **4. SUBMISSION OF THE PAYMENT ORDER BY THE CUSTOMER**

- 4.1. The Customer shall grant a prior approval to the execution of the Payment. Should the Customer agree so with the Bank, the Customer may grant such approval after execution of the Payment. Without such approval the payment is deemed unauthorised.
- 4.2. The Customer shall grant his approval to the execution of the Payment by signing or confirming the Payment Order pursuant to Clauses 3.10 or 3.11 and submitting it to the Bank. Payments are made from the Account only. The Customer may submit the Payment Order to the Bank in the following manner:
- 4.2.1. as a hard copy in the Places of service during Bank's Working hours in the simultaneous presence of the Customer (or his representative) and the Bank (its representative);
- 4.2.2. in any form through the Means of Distance Communication on the use of which for the purposes of submission of Payment Orders the Customer has agreed with the Bank or to the use of which for submission of Payment Orders the Bank has agreed in the particular case.
- 4.3. Unless otherwise provided in Section 5, the Payment Order is deemed received:
- 4.3.2. where it is a hard copy – upon the receipt of the Payment Order by the Bank. When receiving the hard copy Payment Order the Bank shall confirm the receipt of the Payment Order by marking it with a stamp on which the date of receipt of the respective Payment Order is indicated.
- 4.3.3. where it is submitted electronically via the Internetbank or Uzņēmuma banka, – upon the status "accepted" being granted to the Payment in the respective system.
- 4.3.4. where it is submitted by telephone using the Bank's service that ensures submission of Payment Orders by telephone – upon receipt at the Bank of all information necessary for the execution of the Payment Order pursuant to the Rules.
- 4.4. The Bank may refuse to accept and/or execute the Payment Order that has been completed more than 10 (ten) days before the date of receipt thereof at the Bank in accordance with the Clause 4.3.
- 4.5. The Customer shall ensure that the amount necessary for the execution of the Payment Order and for payment of the related Service Fees is freely available in the Account which will be debited for the respective Payment and the relevant Service Fees according to the instructions of the Payment Order. Where the Payment Order is submitted to the Bank via the Internetbank or Uzņēmuma banka the Customer shall ensure that the amount necessary for the execution of the Payment Order and for payment of the related Service Fees is freely available in the respective Account no later than within 10 (ten) days after the submission of the Payment Order or within other term on which the Bank informs the Customer prior the acceptance of the Payment Order. In the event of failure of the obligation specified in this Clause the Bank may refuse acceptance and/or execution of the Payment Order.
- 4.6. The Bank is entitled to debit the respective Account for the amount necessary for the execution of the Payment Order and payment of related Service Fees immediately after submission of the Payment Order or later when processing the same.
- 4.7. The Customer may submit to the Bank the Payment Order indicating its date of performance in the future (which shall not be later than the 90 (nineteenth) day after the date of receipt of the Payment Order at the Bank according to Clause 4.3). In such case the Payment Order is deemed received on the date of execution indicated in the Payment Order.
- 4.8. In any case, if the Customer has submitted a Payment Order for the performance of the Payment from the respective Account but the amount necessary for the execution of the Payment Order and payment of the related Service Fees is not freely available in the respective Account as at the moment of processing of the Payment Order, the Payment Order is deemed received at the moment when such amount appears to be freely available in the Account, unless the Customer has otherwise agreed with the Bank.

- 4.9. Payment Orders received pursuant to the Rules after the Acceptance Cut-off Time (or after the end of the Banking Day if the former has not been specified) or on the day that is not a Banking Day, are deemed received on the next Banking Day.
- 4.10. The Customer may submit a Payment Order in any of the currencies specified by the Bank ("exotic currencies") only until the Acceptance Cut-off Time. Where such Payment Order is received on the Banking Day after the Acceptance Cut-off Time the Bank may refuse the execution thereof. Information on the currencies mentioned in this Clause is available to the Customer at the Places of Service or on the Bank's Website.
- 4.11. Information on the Banking Days (including working hours of the Bank's branches and systems) is available upon the Customer's request at the Places of Service during the Bank's Working Hours or on the Bank's Website. The Banking Day (working hours) may differ depending on the type of the Payment or the manner of submission of the Payment Order.

## **5. PROVISIONS OF EXECUTION OF OUTGOING PAYMENTS**

- 5.1. The Bank will start execution of the Payment Order upon the Customer's initiative with an aim to deliver the Payment to the Beneficiary at the Beneficiary Bank. The payer and the Beneficiary may be the same person.
- 5.2. If the Beneficiary Bank and the Bank do not have a common correspondent bank, additional Intermediaries who transfer the Payment Order to each other sequentially will be engaged in the execution of the Payment order in addition to the correspondent banks of the Bank and the Beneficiary Bank.
- 5.3. The Bank shall execute the Payment Order of a European Payment by ensuring that after the Date of Receipt the Payment amount is transferred to the account of the Beneficiary Bank within the Execution Term at the latest. The Bank shall execute other Payment Orders by ensuring that after the Date of receipt the Payment amount is transferred to the account of the Intermediary or the Beneficiary Bank within the Execution Term at the latest.
- 5.4. If the Payer account and the Beneficiary account indicated in the Payment Order are at the Bank, the Bank shall execute such Payment Order by transferring the Payment amount to the Beneficiary account with the Bank on the Date of Receipt of the respective Payment Order.
- 5.5. If the Execution Term falls on the day that is not the Beneficiary Bank's or Intermediary's Business Day the Payment Order can be executed on the following Beneficiary Bank's or Intermediary's Business Day.
- 5.6. Prior to start the execution of the Payment Order and upon the Customer's request the Bank provides the Customer with accurate information on the maximum execution term for the Payment Order and the fee the Customer shall pay in relation to the execution of the Payment Order and the division of the fee as appropriate.
- 5.7. For security purposes, the Bank has the right to postpone execution of any Payment Order received from the Customer for up to 2 (two) hours, if the Bank considers initiation of such Payment as unusual behaviour on part of the Customer. By postponing execution of a Payment Order, the Bank shall attempt contacting the Customer to clarify if the Customer has submitted the respective Payment Order to the Bank. In such case the Payment Order will be deemed received when the Customer confirmed submission of the Payment Order after Bank's request. If the Bank could not contact the Customer and/or receive Customer's confirmation of Payment Order submission, the Payment Order is deemed received and the Bank shall initiate its execution after expiry of the term provided herein, during which the execution of the Payment Order was postponed.
- 5.8. Should the Customer fail to comply with the Rules or other legal enactments applicable to the legal relations of the Bank and the Customer in respect of making of Payments or should execution of the Payment Order be prohibited by the applicable legal enactments the Bank is entitled to refuse execution of the Payment Order.
- 5.9. If the Bank establishes that not all information necessary pursuant to the Rules for execution of the Payment Order has been indicated in the Payment Order submitted to the Bank or the Payment Order contains errors or other defects, the Bank may require the Customer to adjust the information provided in the Payment Order within a term specified by the Bank. In such case the Payment Order is deemed received as soon as the Bank has received all information necessary for the execution of the Payment Order. If the Customer fails to adjust the information indicated in the Payment Order within the term stated by the Bank or the Bank has not succeeded in finding the information necessary for execution of the Payment Order, the Bank may execute the Payment Order at its own discretion with consideration of the best banking practice or refuse execution of the Payment Order.

- 5.10. The Bank shall have the right to refuse execution of the Payment Order that requires a currency exchange, if the Payment Order specifies a special exchange rate on which the Parties have not agreed, or if the Bank refuses to exchange the respective currency.
- 5.11. According to the Service Agreement regulating the use of Payment Instruments the Customer and/or the Bank may set limits on performance of Payments by using the respective Payment Instrument.
- 5.12. The Bank is entitled to execute the Payment Order on the basis of the Unique Identifier indicated in the Payment Order. The Bank is not obliged to verify the compliance of the Unique Identifier indicated in the Payment Order with the rest of information provided in the Payment Order submitted to the Bank.

## **6. PROVISIONS OF EXECUTION OF INCOMING PAYMENTS**

- 6.1. The Bank shall make the amount of an incoming Payment to the Customer (as the Beneficiary) on the basis of the Payment Order for performance of the incoming Payment received from the Payer's Bank, the Intermediary of the Customer.
- 6.2. The Bank shall make the incoming Payment amount to the Customer (as the Beneficiary) by transferring it to the Account indicated in the Payment Order or to another Account as agreed between the Customer and the Bank.
- 6.3. The Bank will make the amount of the incoming Payment available to the Customer pursuant to Clause 6.2 immediately after the receipt (deposit) of the respective Payment amount in the Bank's account. If the Payment amount is deposited in the Bank account on the day that is not a Banking Day or on the Banking Day after the Acceptance Cut-off Time such Payment amount is deemed received on the following Banking Day.
- 6.4. The Customer (Beneficiary) shall pay Service Fees for the execution of the incoming Payment provided the Service Fee on the relevant type of Payment is specified pursuant to the List of Conditions. The Bank is entitled to withhold such Service Fee from the amount of the incoming Payment prior to its delivery to the Customer (Beneficiary) or to debit any of the Customer's accounts with the Bank for it according to the General Terms.
- 6.5. The Bank is entitled to execute an incoming Payment on the basis of the Unique Identifier indicated in the Payment Order for the performance of an incoming Payment. The Bank is not obliged to verify the compliance of the Unique Identifier indicated in the Payment Order with the rest of information provided in the Payment Order received by the Bank for performance of an incoming Payment. The provisions of this Clause shall not restrict the rights of the Bank to perform such verification in individual cases and in case of incompliance refuse to execute such Payment or postpone execution of such Payment and request detailed information from the Payer's Bank.
- 6.6. The Bank may refuse to execute an incoming Payment or postpone execution thereof and request detailed information from the Payer's Bank also in the case where the Bank receives an incoming Payment with erroneous, inaccurate or incomplete information (for example, incorrect or nonexistent Beneficiary account number or the Beneficiary's name, surname or name).

## **7. STANDING ORDERS**

- 7.1. Standing Orders shall be governed by the provisions of this Section. Other provisions contained in the Rules shall apply to Standing Orders to the extent it is otherwise specified in this Section.
- 7.2. In the Payment Order on performance of a Standing Order (hereinafter in this Section referred to as Standing Payment Order) the Customer shall indicate, in addition to the information required in Clause 3.2, the period of validity of this Payment Order and the date on which the Bank shall start performance of the Credit Transfer.
- 7.3. By submitting to the Bank a Standing Payment Order the Customer orders the Bank to perform a regular Credit Transfer by debiting the Account indicated in the Payment Order for the Payment amount on the payment dates indicated therein (hereinafter in this Section each such date referred to as the Payment Date) and transferring it to the Beneficiary at the Beneficiary Bank.
- 7.4. The Standing Payment Order shall be valid throughout the period of validity indicated in such order. If the Customer submitted the Standing Order to the Bank by the Means of Distance Communication, the Customer, in accordance with the consumer rights protection regulatory enactments has the right within 14 (fourteen) days after the respective Standing Order has been submitted to exercise the right of withdrawal and to unilaterally terminate validity of the Standing Order. The procedure and

consequences of exercising this right of withdrawal are determined in the General Terms. The use of the right of withdrawal shall not affect already executed Payments.

- 7.5. The Payment order for each individual Credit Transfer to be executed subject to the Standing Order is deemed received on the respective Payment Date.
- 7.6. The Customer shall ensure that the funds necessary for the performance of the Credit Transfer and payment of the related Service Fees are freely available in the Account on the Payment Date. If the funds necessary for the performance of the Credit Transfer and payment of the related Service Fees are not freely available in the Account for the period indicated in this Clause the Bank may refuse execution of the Payment Order.
- 7.7. If the Payment Date is not a Banking Day the Payment order to be executed on the particular Payment Date is deemed received on the previous Banking Day. Where the funds necessary for the performance of the Credit Transfer and payment of the related Service Fees are not freely available in the Account on the Payment Date mentioned in this Clause the respective Payment Order is deemed received at the moment when the above funds become freely available in the Account. If the funds necessary for the performance of the Credit Transfer and payment of the related Service Fees are not freely available in the Account before the Payment Date (inclusive), the Bank may refuse execution of the Payment Order.
- 7.8. The Bank shall execute the Payment Order within the execution term indicated in the List of Conditions or within another term agreed on between the Customer and the Bank.
- 7.9. The Customer shall have the right to unilaterally terminate validity of the Standing Order by giving notice to the Bank.
- 7.10. The Customer may cancel the Payment Order for one particular Credit Transfer not later than by the end of the Banking Day followed by the day on which the Account will be debited for the amount necessary for the performance of the Credit Transfer and payment of the related Service Fees pursuant to the Rules.
- 7.11. The Bank shall have the right to unilaterally terminate validity of the Standing Order, if any of the Accounts used for execution of the Standing Order is closed, or in other cases, when in accordance with the General Terms the Bank has the right to unilaterally terminate the Service Agreement.

## **8. CORRECTION AND CANCELLATION OF THE PAYMENT ORDER**

### **8.1. Correction of the Payment Order**

- 8.1.1. If the Payment Order contains erroneous or incomplete information the Customer may request the Bank to correct the Payment Order submitted by the Customer. In such case the Customer shall submit to the Bank information on corrections to be made in the Payment Order, either as a hard copy at the Places of Service hall or by using Means of Distance Communication acceptable to the Bank.
- 8.1.2. The Bank will take, within the limits of its capacity, all necessary measures to correct the Payment Order as requested by the Customer. The Bank will not be liable for erroneous execution of the Payment Order if the Payment Order is not corrected.
- 8.1.3. Where the Bank takes any measures to correct the Payment Order, the Customer shall pay to the Bank a Service Fee for the correction of the Payment Order under the List of Conditions.

### **8.2. Cancellation of the Payment Order**

- 8.2.1. The Customer may cancel the Payment Order submitted to the Bank before it is deemed received under the Rules. Where the Customer has an agreement with the Bank that execution of the Payment Order starts on a particular date or upon expiry of a particular term or on the day when the Customer places the cash assets necessary for the execution of the Payment Order at the disposal of the Bank, the Customer is entitled to cancel such Payment Order before the end of the Banking Day followed by the day on which the Account will be debited for the cash assets under the agreement.
- 8.2.2. To cancel a Payment Order the Customer shall submit to the Bank the application for the Payment Order cancellation. The Customer may submit to the Bank a hard copy application for the Payment Order cancellation in the Bank's customer service hall or through using the Means of Distance Communication on the use of which the Customer has agreed with the Bank. In the application for cancellation the transaction registration number allocated to the respective Payment or the number of the respective Payment Order (RMZ number) on which the Bank shall inform the Customer pursuant to Clause 9.1 hereof shall be indicated.

- 8.2.3. The Customer shall pay a Service Fee on the cancellation of the Payment Order as specified in the List of Conditions.
- 8.2.4. The Customer may cancel the Payment Order after the term indicated in Clause 8.2.1 exclusively with the Bank's consent. Should the Bank agree to such cancellation of the Payment Order the Bank shall inform the Intermediary and/or the Beneficiary Bank and/or the Beneficiary on the cancellation of the respective Payment Order. In such case the Payment Order may be cancelled and the transferred Payment amount may be recovered only with the agreement of the respective Intermediary and/or the Beneficiary Bank (provided the Payment amount is still at their disposal) or with the Beneficiary's consent (where the Payment amount has already been deposited in the Beneficiary's account). By agreeing to such cancellation of the Payment Order the Bank undertakes no liability for the cancellation thereof and recovery of the transferred Payment amount. The Bank shall have the obligation to return the Payment to the Customer only after the Bank has received the same in the Bank's correspondent account.
- 8.2.5. Should the Payment amount be recovered under Clause 8.2.4 the Bank is entitled to withhold Service Fees for the cancellation of the Payment Order from the recovered amount prior to its payment to the Customer.

## **9. PROVISION OF INFORMATION ON PAYMENTS**

- 9.1. In the event of an outgoing Payment, after the Account has been debited for the Payment amount the Bank shall provide the Customer with the option to receive the following information:
- 9.1.1. the transaction registration number permitting the Customer to identify the relevant Payment and information on the Beneficiary, where available;
- 9.1.2. the amount of the Payment in the currency the Account has been debited for or that has been used in the Payment Order;
- 9.1.3. the Service Fee payable by the Customer for the execution of the Payment and the manner of payment of the Service Fee (breakdown);
- 9.1.4. in the case of currency exchange – the currency exchange rate and the Payment amount after the currency translation;
- 9.1.5. Value Date of debiting the Account for the cash assets.
- 9.2. In the event of an incoming Payment, after the Payment has been deposited to the Account, the Bank shall provide the Customer with the option to receive the following information:
- 9.2.1. the transaction registration number permitting the Customer to identify the relevant Payment and where available – also the payer, and any other information submitted with the Payment;
- 9.2.2. the amount of the Payment in the currency it has been transferred to the Account;
- 9.2.3. the Service Fee payable by the Customer for the execution of the Payment and the manner of payment of the Service Fee (breakdown);
- 9.2.4. in the case of currency exchange – the currency exchange rate and the Payment amount before the currency translation;
- 9.2.5. Value Date of transferring the cash assets to the Account.
- 9.3. The Consumer may receive the information listed in Clauses 9.1 and 9.2 free of charge in the following manner:
- 9.3.1. electronically, using the Internetbank – provided the Customer has concluded with the Bank an agreement on use of the Internetbank;
- 9.3.2. as a hard copy at the Places of Service after submitting a request to the Bank once per calendar month for the previous calendar month – if the Customer has not concluded with the Bank the agreement on use of the Internetbank.
- 9.4. The Consumer may receive the Payment-related information upon request for the charge indicated in the List of Conditions more frequently or use communication channels other than indicated in Clause 9.3 or to receive other Payment-related information in addition to the information the provision of which is prescribed by the Rules.
- 9.5. The Customer who is not a Consumer can receive the information on Payments pursuant to the Service Agreement regulating use of Means of Distance Communication and/or Payment Instruments or upon request as a hard copy for the charge indicated in the List of Conditions, or in another manner according to the agreement concluded by the Customer and the Bank.
- 9.6. At least once within a calendar month any Customer shall examine information on the Payments that the Customer can receive from the Bank pursuant to the Rules and verify the accuracy of the execution of the Payments. The Customer shall notify the Bank in writing immediately, as soon as the Customer becomes aware of unauthorised or defective execution or non-execution of a Payment or notices other



errors in relation to execution of Payments, not later however than within 50 (fifty) days after debiting the Account for the funds. If the Customer who is the Consumer had no possibility to notify the Bank of unauthorised or defective execution or non-execution of a European Payment within the term indicated in this Clause, the Customer shall notify the Bank in writing about it not later than within 13 (thirteen) months after the debiting of the Account for the funds. If the Customer does not submit such notice to the Bank within the term indicated in this Clause, the Bank is entitled to assume that the Customer has no complaints in relation to the respective Payment. The Bank may reject any later complaints. Failure to receive the information regarding the Payments, which the Customer is entitled to receive from the Bank pursuant to the Rules, shall not release the Customer from the timely performance of the obligations indicated in the Rules.

9.7. To elucidate the information on a Payment made by the Customer the Customer shall provide the Bank with information on the Payment the search for which the Customer intends to initiate and the reasons thereof either in the hard copy format at the Places of Service hall or through using the Means of Distance Communication acceptable to the Bank. The Bank will take all necessary measures within the limits of its capacity to elucidate the Payment-related information and informs the Customer on the results thereof. The Customer shall pay to the Bank for the search of the Payment the Service Fee indicated in the List of Conditions and cover the Bank's costs related to the Payment search.

## **10. SERVICE FEES**

10.1. Where the Rules specify the Customer's obligation to pay a certain Service Fee to the Bank the Customer shall pay such Service Fee in the amount indicated in the List of Conditions applicable as at the moment of provision of the respective service by the Bank to the extent not specified otherwise by a separate written agreement concluded between the Parties (provided such is concluded).

10.2. The Customer shall pay to the Bank all Service Fees not specifically defined under the Rules pursuant to the List of Conditions applicable as at the moment of provision of the respective service by the Bank to the extent not specified otherwise by a separate written agreement concluded between the Parties (provided such is concluded). The applicable List of Conditions is available upon the Customer's request at the Places of Service during the Bank's Working Hours or on the Bank's Website.

## **11. APPLICATION OF CURRENCY EXCHANGE RATES**

11.1. If the currency of the Account indicated in the Payment Order that shall be debited for the Payment differs from the currency of the Payment indicated in the Payment Order the Bank shall perform currency exchange of the funds freely available in the Account in the amount necessary for the execution of the Payment to the Payment currency as indicated in the Payment Order. In such case the Bank's currency exchange rate applicable at the respective moment of currency exchange shall apply. The applicable exchange rate may vary from the exchange rate set by the Bank specified in the Payment Order, if by the time of currency exchange the exchange rate set by the Bank has changed.

11.2. If the currency of an incoming Payment differs from the currency of the Beneficiary Account indicated in the Payment Order the Bank is entitled to convert the currency of the incoming Payment to the currency of the respective Account according to the Bank's currency exchange rate applicable at the respective moment of currency exchange.

11.3. Where the Bank is obliged under the Rules or applicable legal enactments to return a Payment that has been executed through currency exchange, the Bank is entitled to back-translate the currency of the Payment according to the Bank's currency exchange rate applicable at the moment of such back-translation.

11.4. The provisions of application of the currency exchange rate set by the Bank and a special exchange rate are determined in the General Terms.

11.5. The Customer can receive the information on the currency exchange rate applied to a particular Payment pursuant to Clauses 9.1 and 9.2.

## **12. LIABILITY**

12.1. If the Payment Order has not been executed at all or has been erroneously executed, the Bank as the Payer's Bank shall be held liable for correct execution of such Payment unless the Bank can prove it to the Payer and the Beneficiary Bank where appropriate that the Payment amount has been transferred to the Beneficiary Bank within the following terms:

12.1.1. for European Payments in euro currency – within 1 (one) Banking Day following the Date of Receipt;

12.1.2. for European Payments in other European Payment currencies – within 4 (four) Banking Days following the Date of Receipt.

- 12.2. If the Payer's Bank can prove that the Payment has been transferred to the account of the Beneficiary Bank the Beneficiary Bank shall be held liable for the execution of the respective Payment in relation to the Beneficiary.
- 12.3. Where the Payment Order has not been at all executed or has been erroneously executed and the Bank as the Payer's Bank is liable pursuant to Clause 12.1, the Bank shall immediately return the amount of the unperformed or erroneously performed Payment to the Customer (Payer) or restore the situation in the Account debited for the respective Payment to that as it would have been if the erroneous Payment was not executed.
- 12.4. Where the Payment Order has not been at all executed or has been erroneously executed and the Bank as the Beneficiary Bank is liable pursuant to Clause 12.2 towards the Customer (Beneficiary), the Bank shall immediately deliver the amount of the respective Payment to the Customer (Beneficiary) or transfer it to the Customer's (Beneficiary's) Account.
- 12.5. Where the Payment Order has not been executed or has been erroneously executed the Bank as the Payer's Bank shall immediately after the Customer's (Payer's) request, regardless of the liability stated in Clause 12.1, seek to trace the Payment and inform the Customer (Payer) on the results thereof.
- 12.6. Where the Bank as the Payer's Bank is liable pursuant to Clause 12.1 or as the Beneficiary Bank – pursuant to Clause 12.2, the Bank shall cover the costs incurred by the Customer due to the unperformed or erroneously performed Payment.
- 12.7. The provisions of Clause 12.1 to Clause 12.6 shall only apply to European Payments made by the Consumer.
- 12.8. If the Customer is not the Consumer or a Payment is made that is not a European Payment, the Bank shall be held liable for an erroneously performed or unperformed Payment only if the Payment has not been executed at all or has been executed erroneously due to the Bank's fault. The Bank shall not be held liable for the errors of the Intermediary permitted in the execution of the Payment.
- 12.9. Where the Bank is not liable for the non-performance or erroneous performance of the Payment the Bank shall return the Payment to the Customer only after recovery thereof and the Bank shall not have the obligation to return to the Customer any payments made by the Customer in relation to the execution of such Payment Order and/or pay to the Customer any interest. The Bank is entitled to withhold costs incurred by the Bank in relation to the recovery of the above amount from the recovered amount to the extent the scope of such costs can be clearly estimated.
- 12.10. The Payment Order is deemed correctly executed if it has been executed according to the Unique Identifier indicated thereof. If an erroneous Unique Identifier has been indicated in the Payment Order on performance of an outgoing Payment or it does not correspond to the other information indicated in the Payment Order the Bank as the Payer's Bank shall not be liable for the non-performance or erroneous execution of the Payment. Where an erroneous Unique Identifier has been indicated in the Payment Order for the execution of an incoming Payment or it does not correspond to the other information indicated in the Payment Order the Bank as the Beneficiary Bank shall not be held liable for the non-performance or erroneous execution of the Payment.
- 12.11. If the Customer has failed to indicate all information in the Payment Order to be indicated under the Rules in the relevant Payment Order or such information is inaccurate, incomplete or erroneous, the Bank shall not be held liable for timely and correct execution of the Payment Order.
- 12.12. Where the Bank has received a notice by the Customer (Payer) on an unauthorised Payment within the term specified in Clause 9.6 the Bank shall immediately, as soon as it has ascertained that the Payment is unauthorised, return the amount of the unauthorised Payment to the Customer or restore the situation in the Account debited for the respective Payment amount to the situation it was before the execution of the unauthorised Payment. The provisions of this Clause shall not apply and the Customer shall be held liable for an unauthorised Payment in the event the Customer has acted illicitly or has failed to comply with the Rules or other applicable laws and regulations.
- 12.13. The Bank will not undertake liability for the execution of the Payment Order pursuant to the Rules if the execution has been refused.
- 12.14. Should the Customer repeatedly submit one and the same Payment Order to the Bank the Customer shall be liable for all loss arising from repeated (double) execution of Payment Orders.
- 12.15. The Bank shall not be liable towards the Customer for a failed or insufficiently performed Payment that has been made in a currency that the Bank does not execute Payments in.

- 12.16. The Bank shall not be liable towards the Customer for a failed or insufficiently performed Payment where such is due to circumstances related to the compliance with legal enactments applicable to the Bank or due to use of the Bank's rights according to the Rules.
- 12.17. The Bank shall not be liable towards the Customer for any failed, insufficiently performed or unauthorised Payment if the Customer has not notified the Bank on such Payment pursuant to Clause 9.6.
- 12.18. Liability for loss arising from unauthorised Payments while using the Payment Instrument is determined under the Account Maintenance Agreement and Service Agreement regulating use of the respective Payment Instrument concluded between the Bank and the Customer.
- 12.19. In addition to the provisions of this Section the liability of the Customer and the bank in respect of the performance of Payment shall be governed by the General Terms.