# **Instant Credit Transfer Terms**

# 1. Scope

- 1.1. These Terms set out when euro credit transfers submitted by the Client may be executed in instant mode and how situations are handled where an instant transfer cannot be executed.
- 1.2. All terms and requirements applicable to other credit transfers under other agreements concluded with the Client also apply to Instant Credit Transfers, unless these Terms or other agreements expressly provide otherwise.
- 1.3. Agreements governing the use of a specific payment initiation channel between the Client and NEO Finance may set additional or different requirements for the execution of Instant Credit Transfers.

#### 2. Definitions

2.3. Instant Credit Transfer – a euro credit transfer executed immediately, around the clock, where possible in accordance with the applicable instant payments scheme and the technical and organisational capabilities of participating payment service providers.

### 3. Execution conditions

- 3.1. The Company executes in instant mode only those Client credit transfers where the payee's payment service provider participates in the relevant scheme and there are no other obstacles (e.g., scheme or infrastructure disruptions, exceeded limits, statutory restrictions, or risk-management measures).
- 3.2. Unless the Client instructs otherwise, the Company executes the submitted order as an Instant Credit Transfer where possible.
- 3.3. If an Instant Credit Transfer cannot be executed for reasons beyond the Company's control (including, without limitation, the payee's payment service provider not participating in an instant payments scheme, scheme or infrastructure disruptions, exceeded transaction limits, or restrictions laid down by law), the Client's Payment Order is executed, without the Client's separate consent, as a euro credit transfer under the SEPA Credit Transfer scheme.
- 3.4. The Client may choose that a specific Payment Order be executed only as a euro credit transfer under the SEPA Credit Transfer scheme.
- 3.5. Conditions in this section do not apply where an individual Payment Order for an

Instant Credit Transfer is submitted within a single package (for example, a common file) which NEO Finance converts into separate Payment Transactions. In such case, the moment of receipt of the order is the moment when we break down the package containing your approved Payment Orders into the respective separate Payment Transactions. Submission of Payment Orders in packages as described in this clause is available only where the Client has agreed with NEO Finance to use such functionality.

## 4. Limits and their management

- 4.1. Separate limits apply to Instant Credit Transfers per-transaction and/or daily limits. By default, their amounts are the same as the Client's credit transfer limits; however, limits for Instant Credit Transfers may be set and adjusted separately.
- 4.2. In the Client's account, the Client may set and change maximum amounts for Instant Credit Transfers. For security and risk-management purposes, the Company may apply default or maximum limits and may temporarily restrict them.

## 5. Liability

- 5.1. The Company is not liable for non-execution or delayed execution of an Instant Credit Transfer where the cause lies in the operation of another payment service provider, the scheme or infrastructure, service restrictions, or other circumstances beyond the Company's control. In such cases, unless the Client has indicated otherwise, the automatic fallback referred to in clause 3.3 applies.
- 5.2. In matters not regulated by these Terms, the requirements set out in agreements concluded with the Client and in other applicable documents (including provisions on order submission, consent, cancellation, information, liability and dispute resolution) shall apply.