

# **General Business Terms and Conditions of Česká spořitelna, a.s.**

## **Business and Corporate Clients**

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# GENERAL PART

## 1. INTRODUCTORY PROVISIONS

The General Business Terms and Conditions of Česká spořitelna, a.s., (hereinafter referred to as the “GBTCs”) apply to clients who are entrepreneurs or legal entities. The GBTCs regulate the fundamental rules which apply for the relationships arising between Česká spořitelna, a.s., (hereinafter referred to as the “Bank”) and its client (hereinafter referred to as the “Client”) on the basis of contracts for the provision of banking services. Besides these GBTCs, relationships from these contracts can also be governed by the Bank’s other general information and business terms and conditions regulating specific banking products (hereinafter referred to “Product Business Terms and Conditions”), or, as the case may be, by an announcement from the Bank. If such Product Business Terms and Conditions or announcement contains a provision different from these GBTCs, the provision of the Product Business Terms and Conditions or announcement shall prevail. Business clients are clients who are entrepreneurs or legal entities (including Clients from the public and non-profit sector), who are serviced by the Bank’s points of sale network (i.e. by the Bank’s branch network). Other Clients – entrepreneurs and legal entities (including Clients from the public and non-profit sector) who are serviced by the Bank’s points of sale designated for servicing corporate clients – belong to the group of corporate clients.

## 2. RULES OF CONDUCT WITH THE BANK

### 2.1 Client Identification

Prior to concluding a contract with the Bank, or later as requested by the Bank at any time, the Client must provide the Bank with all data necessary for properly identifying the Client and for proving the existence and identity of persons acting on its behalf, and, if required, provide further information and documents according to the Bank’s requirements specified in accordance with legal regulations. A Client who is a legal entity shall also provide its ownership structure and the ultimate beneficial owner pursuant to the Anti-Money Laundering (AML) Act. The Bank can, above all, request an extract from the public register, documents on the foundation of the legal entity and its capacity to acquire rights and undertake to perform obligations, the valid identity card of the Client or of the person acting on behalf of the Client, a second additional identity card/document or papers certifying authorisation for business, as well as proof of origin and sources of the funds or proof of the purpose and nature of the intended or executed transaction. The Bank can bind the provision of individual banking services or products upon the receipt of the documents and information it requests from the Client or persons acting on behalf of the Client, especially in connection with the fulfilment of some of the Bank’s obligations arising from general binding law. When concluding the contract, the Client acts on its account and, for a Client who is an entrepreneur, also acts as part its own business. If the Client acts on the account of a different person, it must always inform the Bank of such fact.

### 2.2 Representation

The Client acts with the Bank either in person or a legal representative acts on the Client’s behalf. The legal representative must submit documents to the Bank certifying the existence of its authority to represent the Client. The Client can also deal with the Bank through a person granted with a power of attorney (“Proxy”). The power of attorney must be made in writing and must be sufficiently specific for assessment whether the Proxy is authorized to act on behalf of the Client in the respective matter. The signature thereon must be officially verified, unless made before a Bank employee. The cancellation or change of the scope of the authorisation becomes effective for the Bank as of the moment it credibly learns of such a change; this moment shall not arise prior to the day when a written announcement of the change or termination of the power of attorney was delivered to it by the Client. If there is doubt about the Proxy’s right to act on behalf of the Client or doubt about the scope of such right, the Bank shall be allowed to refuse such Proxy. The Client is obliged to familiarise its Proxy with all the terms and conditions under which the Proxy can act with regard to the Bank as the Client’s Proxy. The Bank is entitled to ask the Client’s Proxy for all information related to acting on behalf of the Client.

### **2.3 Specimen Signature**

If a specimen signature is to be drawn up on the Bank's form for a specific banking product or in other way determined by the Bank, the Bank shall, in connection with submitting the relevant orders, verify the identity of the Client or its representative according to the specimen signature. If the signature in the instruction does not match the specimen signature or agreed manner of signing, or if the Bank has doubts about the authenticity of the signature, it can refuse to execute the instruction. The Client shall protect the specimen signature against misuse by a third person. The representative of the Client may change his/her specimen signature independently from the Client.

### **2.4 Biometric Data**

The Bank may verify the identity of the Client or its representative also through biometric data (e.g. voice, fingerprint), which may be processed by the technologies of the Bank, provided that such person agrees with it.

### **2.5 Banking IDentity**

If the Client, being a natural person, sets up a Banking IDentity, he/she may use his/her electronic Banking IDentity for communication with the Bank and the Bank will verify identity of the Client through such Banking IDentity. If the Client, being a natural person, has set up Banking IDentity, he/she may use it for all electronic banking applications of the Bank and third - party applications supported by the Bank with adherence to security rules set out in Article 14. (the list of applications supported by the Bank is available at the website of the Bank). Utilisation of some of the Bank's applications may require conclusion of an agreement on banking service.

The Banking IDentity consists of a unique user name and a mobile telephone number chosen by the Client. The Client may change these data at the Bank's points of sale, or eventually through applications of electronic banking. The telephone number may be used only for one Banking IDentity, and so, if later another client proves that he/she is the user of the respective telephone number, the Client may not use such a number for his/her Banking IDentity anymore. In such case the Client has to notify the Bank a new telephone number, otherwise he/she will not be able to use his/her Banking IDentity in full scope.

## **3. RULES OF MUTUAL COMMUNICATION**

### **3.1 Means of Communication and Addresses**

The Client and the Bank shall use mail or personal delivery for mutual communication, or electronic forms of communication (e-mail, electronic banking, telephone, electronic repository for data messages, social networks, websites, fax, SWIFT or alike). If the Client provides the Bank with its data to use other means of communication, the Bank is authorised to communicate with the Client through these means. If the Client agreed with the Bank on the services of electronic and telephone banking, the parties can communicate via the communication channels of electronic and telephone banking; the technical requirements for the Client's equipment for this communication are stated in the user guides for the relevant electronic and telephone banking service. If the Client does not disclose a different correspondence address, the Bank shall send announcements and documents in printed form to the address stated in the relevant contract. In case of need, the Bank can also use a different postal address of the Client which is known to it for delivering correspondence. The Client can sign documents using an electronic or biometric signature in cases where the Bank offers it this possibility or when it comes to such an agreement with the Bank. Signatures of persons acting on behalf of the Bank may be replaced in contracts and other documents by printed or mechanical means (e.g. scanned signature or stamp).

### **3.2 Announcement Confirmed in Writing**

The Bank is authorised to request that any information or instruction not executed in writing be confirmed subsequently by the Client within the deadline stated by the Bank. This will be made by delivery of a written confirmation to the Bank's point of sale handling the business case to which the announcement applies, unless the Bank states otherwise. If the Client does not execute this confirmation, the Bank can refuse to consider such information or execute such an instruction.

### 3.3 Recording and Archiving of Communications

The Client explicitly agrees that the Bank is authorised to keep records of any communications made between the Bank and the Client via available technical means and archive all such records, as well as copies of all information and documents which the Bank shall receive from the Client or third persons in connection with any bank transactions. The Client agrees with the Bank to make records of communications with the Client even without further prior warning that such a precaution is being taken.

### 3.4 Language of Communication

The Bank concludes a contract on bank transactions in Czech, unless it agrees with the Client on the conclusion of the contract in a different language. The parties shall communicate in Czech unless the Client and Bank agree on communication in a different language.

### 3.5 Verification, Translation and Documents endorsed with the “Apostille” Clause

If the Client's signature or the signature of the person acting on behalf of the Client is not made before the Bank's employee, the Bank is authorised to request that the signature must be officially verified. The Bank may verify the signature also with the help of available specimen signature. If the Bank and the Client so agree, the Client's signature may be verified also by keyed SWIFT message; the Bank is not liable for misuse of SWIFT system by a third party.

The Bank is authorised to request at its own discretion, that:

- a) A copy of any original document submitted by the Client to the Bank be officially certified;
- b) Documents issued or officially verified abroad be also endorsed with the “Apostille” clause in accordance with the Hague Convention Abolishing the Requirement of Legalisation for Public Foreign Documents or are superlegalised, unless an international treaty states otherwise;
- c) Documents in a language other than Czech be submitted together with their official Czech translation, in which case the Bank shall solely use the relevant official Czech translation, although it shall not investigate whether it corresponds with the original language version.

### 3.6 Reporting Duty

The Client shall immediately inform the Bank of:

- a) Any change to its name or surname, or change to its registered office and address; and if the Client is a legal entity, the Client shall also immediately inform the Bank of any change to its business name or name, registered office, persons authorised to act on its behalf or its beneficial owner;
- b) Any change or termination of any power of attorney which it granted and which the Proxy could refer to with regard to the Bank;
- c) Any further facts important for its present or future ability to meet its obligations or which may have a different effect on the risks associated with the provision of banking services to the Client, above all the danger that it could become bankrupt, or any other extraordinary incident such as loss, theft or misuse of its official stamp, forms, data carriers or means of communication or their unauthorised use;
- d) Any change to its tax domicile;
- e) Any change of data creating the Banking IDentity of the Client;
- f) Any fact regarding the status of the Client as a politically exposed person under the anti-money laundering law, i.e. a person in important public function in the Czech Republic or abroad, or a person being his/her relative or in close relationship or with a property connection.

The reporting duty also applies to a change to data apparent from public sources.

### 3.7 Contents of Instructions and Announcements

All instructions or announcements which the Client delivers to the Bank must be fully intelligible in terms of content, and must be unambiguous and complete. In the event of any lack of clarity, the Bank shall be authorised to demand confirmation of the content of such an instruction or announcement from the Client which may result in delay of its execution. In the case of a repeated (previous) instruction or announcement, as well as confirmation or change thereof, the order or announcement must be explicitly marked as such.

### **3.8 Active Cooperation**

The Client must always, without undue delay, learn the content of each message delivered by the Bank (including messages submitted via the electronic and telephone banking service). In the event of statements from bank accounts, statements from loan or card accounts, confirmations on payments, accepted or executed instructions and similar messages, the Client shall check the data contained in them for their accuracy and completeness, and immediately report any inconsistencies to the Bank. The Client shall also inform the Bank, without undue delay, that its regular bank statement or other similar periodical communication has not been delivered. If the Bank identifies that some information or confirmations delivered to the Client were incorrect, it shall inform the Client without undue delay.

### **3.9 Consequences of Return of the Bank's Letter**

If the delivery of the Bank's letter is frustrated, because the Client refuses its acceptance or collection or the Client does not inform the Bank about the change of its address, the third business day upon the letter dispatch will be considered as the delivery day (in case of sending abroad fifteen business day is applicable).

## **4. CHANGE TO THE BUSINESS TERMS AND CONDITIONS**

### **4.1 Change to the GBTCs**

If laws and other regulations or conditions on financial service markets change, or if there are changes to technologies or organisational processes, and taking into account the Bank's business policy, the Bank may amend these GBTCs, especially as regards the manner of concluding, amending and terminating contracts, communication rules, conditions of individual financial services, requirements for documenting authorisation to deal with the Bank and information obligations.

### **4.2 Announcement of a Change to the GBTCs**

The Client shall be notified by the Bank about any changes to the GBTCs at a personal meeting, by mail, by electronic banking, by electronic repository for data messages or via a special website which address the Bank shall communicate to the Client in due time. A Client shall be informed by the Bank of any amendment to the GBTCs at least one month before the effective date. If the Client does not reject a proposed change to the GBTCs in writing before the effective date of the amendment to the GBTCs, the new version shall become binding for both parties.

### **4.3 Termination of a Contract due to a Change to the GBTCs**

If the Client does not agree with the amendment to the GBTCs it shall be allowed to terminate a payment account contract, payment card contract or arrangements (including a credit card contract), electronic and telephone banking contract or arrangements and other payment services contract with immediate effect. A Client does not have to be informed by the Bank neither of the right to terminate a contract according to the previous sentence nor of the consequences of not rejecting a proposed change. The Client shall be allowed to terminate all further contracts (including an overdraft loan contract) to which the proposed change applies, with the exception of contracts stated in the following paragraph, in writing with a notice period of one month. The rights and obligations of such a terminated contract shall be governed by the existing version of the GBTCs until the expiry of the notice period.

According to the previous paragraph, the Client cannot terminate other loan contracts or similar contracts or a lump-sum deposit. If the Client does not agree with the proposed amendment to the GBTCs, in the event of a written rejection the rights and obligations arising from such a contract shall be further governed by the existing version of the GBTCs.

## 5. PRICES, INTEREST RATES, FOREIGN EXCHANGE RATES AND COSTS

### 5.1 Prices and Interest Rates

The prices and interests (interest rates) payable by the Client, as well as interests (interest rates) payable by the Bank are listed in the Bank's price list or are agreed in the relevant contract. Unless stated otherwise in the contract, the current interest rate stated in the Bank's valid price list shall always be used for the respective period. If the agreed reference interest rate cease to be published, the Bank shall announce an alternative interest rate in its price list. If the agreed reference interest rate falls below zero percent per annum, such reference interest rate shall be deemed to be zero percent per annum for the purposes of calculation of the respective interests; this shall apply for the whole period, when such reference interest rate is below zero percent per annum (zero floor clause). Any change of interest rate based on a change of a reference interest rate may be carried out by the Bank unilaterally without prior notification. The changed interest rates announced by the Bank shall be published by the Bank in the price list without any undue delay. In case of loans the Bank may in reasonable cases decide that the rule according to the preceding sentence (zero floor clause) shall not apply; however such decision may not be disadvantageous for the Client. The Bank shall inform the Client about such a decision. If the Client is in default of paying any monetary sum to the Bank, it shall pay default interest at the rate listed in the Bank's price list at the time of the default or at the statutory rate. Unless explicitly stated otherwise, the interest rate is stated as annual (p. a.). For the provided service the Bank shall charge the price listed in its price list valid at the time the service was provided. In the cases stated in the price list, the Bank can also require third-party charges as well as the price (any change of charges of third parties may be carried out by the Bank unilaterally without prior notification; the changed charges shall be published by the Bank in the price list without any undue delay). The price list is available on the Bank's website and directly at the Bank's points of sale. The price list may be changed by the Bank in the same way as these GBTCs (i.e. according to Article 4.).

The Bank has the right to charge Clients also the prices for fulfilling obligations according to the Payment System Act.

Unless otherwise stated in the price list, (a) non-recurring prices are payable as of the day of provision of the respective service and (b) recurring prices are payable as of the last day of the payment period, if they are payable retrospectively, or as of the first day of the payment period, if they are payable in advance. Prices payable monthly are payable always retrospectively.

### 5.2 Foreign Exchange Rates

The Bank uses the Bank's exchange rate list to convert rates for foreign exchange transactions. It uses the "valuta" or (foreign currency) rate for cash transactions and the "deviza" (foreign exchange) rate for non-cash transactions. The Bank can unilaterally and without prior notice change currency rates according to the market trend even, as the case may be, several times in one day. The Bank shall publish the exchange rate list on its website.

### 5.3 Costs

Besides the prices and other costs stated in the price list, the Bank shall be entitled to payment by the Client of further costs incurred by the Bank for reasons on the side of the Client (such as notary, court, administrative and other charges, costs of documentation, costs of legal services, services of experts and tax and economic advisors, translators and interpreters), including costs incurred by the Bank in connection with any breach of the Client's contractual or statutory obligations.

## 6. FURTHER GENERAL CONDITIONS

### 6.1 Bank's Liability

The Bank is liable to the Client for damage which it incurs as a consequence of the Bank's breach of obligations arising from the generally binding law or from the contract with the Client. However, the Bank is not liable for damage in the scope equivalent to the degree to which the Client has itself contributed to its origin. The Bank is

also not liable for damage involving loss of the Client's profit or for damage which does not arise as a direct consequence of a breach of the Bank's obligation (subsequent damage), if the Client does not explicitly warn the Bank in advance of the danger of such damage. The Bank shall also not be liable for damage arising as a consequence of an unexpected trend on financial markets, failures in means of remote communication (e.g. defects in internet connection or software) and failure of any other technical means if the Bank was not at fault. The Bank shall also not be liable for damage caused to the Client as a consequence of the execution of an instruction which the Client itself gives to the Bank or in connection with acting in trust to the Client's other communication. The Client shall compensate the Bank for any damage, liability, raised claim or costs (including cost of legal aid) which the Bank suffers in connection with its acting based on the Client's instruction.

## **6.2 Exclusion of the Provisions of the Civil Code**

In relation to the contracts between the Bank and Client which refer to these GBTCs, the following provisions of Act No. 89/2012 Coll., the Civil Code, shall not apply: the provision on the possibility of accepting an offer of a contract with an amendment or deviation (Section 1740 (3)); the provision on the validity of a confirmation which embodies the deviations from the actually agreed contents of the contract (Section 1757 (2) and (3)); and the provision on contracts concluded in an adhesive manner (Section 1799 and 1800).

## **6.3 Deferral of Banking Services**

The Bank is authorised to postpone the execution of an instruction or provision of other banking services for a time that is necessary for verifying the data and facts stated in the instruction or in other documents and papers submitted to it in connection thereof by the Client and/or the person acting on the Client's behalf.

## **6.4 Off-set**

The Bank is authorised at any time to off-set its due receivables from the Client, regardless of their currency and the legal relationship arising therefrom, against any of the Client's receivables from the Bank, due and undue, and including against the Client's receivables from accounts maintained by the Bank. An off-set against the Client's receivables arising from an account may be made by the Bank also without any announcement of such set-off; information on such settlement shall be made by the Bank in the next account statement.

## **6.5 Bank's Clearing Authorisations**

If the Client undertakes to execute a payment in favour of the Bank (e.g. loan repayment instalment, payment of a price), the Bank is authorised to settle such due payment against any of the Client's accounts and use the funds registered in such accounts to settle its due receivables from the Client. The Bank shall inform the Client of such a step.

## **6.6 Assignment of Contract Rights and Obligations**

The Client is not authorised to transfer any of its rights or obligations arising from the contract with the Bank to a third party without the Bank's prior written consent. The Bank is authorised, without the prior written consent of the Client, to assign the banking services contract or transfer any of the Client's rights or obligations or assign the receivable from the contract with the Client to a company which is controlled by the same entity as the Bank or is controlled by the Bank, or to a bank or financial institution based in a European Union member state. If necessary for the purpose of observing the Bank's legal obligations or in cases where the Client is in default or otherwise breaches its obligations, the Bank is authorised, without the Client's prior consent, to transfer any of its rights or obligations from the contract or the contract itself to any third party, including provision of necessary information within offering of such transfer.

## **6.7 Tax Increases**

All payments which the Client is obliged to execute based on these GBTCs or any contract between the Bank and Client in favour of the Bank in connection with any bank transaction must be free of any deduction of sums due to tax or other obligations, with the exception of cases where a subtraction or deduction is required from the Client based on the relevant legislation, including international double taxation avoidance treaties. In the event of the existence of such a requirement for subtraction or deduction of tax, the sum payable by the Client is increased so that after the required tax subtraction or deduction the Bank receives the net sum of the contracted value, i.e. with the exclusion of the effect of tax deductions.

## 6.8 Tax Deductions

Unless the Client delivers a declaration on its tax domicile, the Bank assumes that the tax domicile of the Client, being a natural person, is the same as its citizenship and the tax domicile of the Client, being a legal entity, is the same as the country of its registered office. The Bank, as the taxpayer, makes tax deductions in accordance with the relevant legislation valid in the Czech Republic, with the exception of cases where the relevant international double taxation avoidance treaty states otherwise and the Client submits to the Bank proof of its tax domicile evidencing that the relevant international treaty applies to the Client. At the request of the Client to whom the international double taxation avoidance treaty applies and who submitted proof of its tax domicile, the Bank shall obtain confirmation of tax payment from the locally relevant Czech tax authority. The Bank is authorised, in connection with this, to request further documents from the Client to a reasonable extent.

## 6.9 Special Bank Authorisation

The Bank may refuse to execute an instruction or provide a requested service if all the terms and conditions that arise from a contract, including the GBTCs and Product Business Terms and Conditions or Bank's announcement, are not met, and also in cases where:

- a) The balance of funds in the account to which the instruction or service applies, after execution of the instruction or provision of the service, falls below the set minimum balance or exceeds the unpermitted debit;
- b) Due to the security of means of remote communication or payment instruments (e.g. payment card), especially due to suspected loss, theft, misuse or unauthorised use of the payment instrument, personal security elements, identification or access elements;
- c) Due to a significant increase of the risk that the Client shall not be able to meet all its obligations to the Bank duly and promptly (e.g. if the Client is registered in the Central Loans Register as a Client with due, but not repaid, payables; if the Client is in default with the repayment of any loan product provided by the Bank etc.); or
- d) If legislation or rules of payment systems requires the Bank to do so.

It is for these reasons that the Bank may also block any payment instrument, communication channel or service agreed with the Client. The Bank shall inform the Client of such a step or its reasons before adopting such measures in accordance with this article. This does not apply if the provision of such information could thwart the purpose of such a step or be contrary to legislation. As soon as the reasons for restricting banking services cease, the Bank shall remove the restrictive measures, or provide the Client with a different payment instrument, or personal security elements.

## 6.10 Client's Consents

The Client consents that the Bank and members of the business group of which the Bank is a member (hereinafter referred to as the "Group") may provide to each other information about the Client, which are available to the Bank and to the members of the Group, including information having the nature of personal data or banking secrecy (hereinafter referred to as the "Client Information"). The Bank and the members of the Group may process and use the Client Information especially for the purposes of evaluating the Client's creditworthiness, ensuring and improving the quality of client care, sending business offerings and communications, and for the purposes of marketing and business analyses.

The Client consents that the Bank may provide Client Information to other financial institutions for the purposes of evaluating the Client's creditworthiness. The Client consents that the Bank may provide Client Information to persons, to which the Bank has transferred some of its activities requiring processing of Client Information. The Client consents that the Bank, the members of the Group and cooperating persons and business representatives may use and process Client Information in connection with offering products and services of the Bank, members of the Group and cooperating insurance companies and providers of financial or non-financial services.

## 6.11 Evaluation of Security

The Bank is authorised, at the Client's costs, to prepare or secure the preparation of a valuation (expertise value estimate) of an immovable asset for which a right of lien has been established to secure the Bank's receivables from bank transactions. For these purposes the Client shall provide the Bank and a third party making the valuation, with all the necessary cooperation, or secure the provision of such cooperation by another party providing the security and to pay all the Bank's costs and expenses arising in connection with the valuation. The Bank is authorised to prepare (secure the preparation of) the valuation in regular intervals set by the Bank's internal rules in accordance with the legislation regulating its business.

## 6.12 Register of Contracts

The Client, who is subject to the Act No. 340/2015 Coll., on register of contracts, is obliged to inform the Bank in advance on the fact that the contract to be concluded between the Bank and the Client is subject to publication in the register of contracts. If the Client breaches this information duty, the Client shall be liable for the damage incurred by the Bank due to non-publishing of the contract in the register of contracts. The contract, which is subject to the duty of publication in the registry of contracts, may be published in the registry of contracts also by the Bank and the Client agree with the publication of the whole content of such contract in the registry of contracts.

# ACCOUNTS

## 7. GENERAL ACCOUNT RULES

### 7.1 Opening and Maintaining an Account

The Bank opens and manages accounts in a currency agreed with the Client in the account contract. If no special restrictions are agreed, funds can be deposited in and withdrawn from the account in cash or in a non-cash transfer executed from or to the account. Further services related to the account may be agreed.

### 7.2 Handling of Account Funds

Only the Client, its legal representative or proxy stated in the current specimen signature form may handle the funds in the account; the Bank may not accept the authorisation of a different person. The Bank will also provide oral information about the payments and account balance to the person authorised by the Client to draw money from the account. Authorization to draw money from the account and authorization to obtaining information about the payments and account balance within BUSINESS 24 services does not include authorisation of proxy to conclude in the name of the Client contracts on payment initiation services or account information services, or an authorisation to give consent to the Bank to provide information on the account or its balance to third parties. Within SERVIS 24 services the authorization to draw money from the account includes also the authorisation of proxy to conclude in the name of the Client contracts on payment initiation services or account information services, or an authorisation to give consent to the Bank to provide information on the account or its balance to third parties. Within SERVIS 24 services the authorization to obtaining information about the payments and account balance includes also the authorisation of proxy to conclude in the name of the Client contracts on account information services. The Bank is authorised to collect all prices from the account for services and other payments which were agreed and its due receivables from the Client which it off-set against the account balance. The Bank is also authorised to handle the funds in the account in connection with fulfilling the obligations stipulated by legislation or an effective and enforceable decision of a court, executor or state administrative authority, and in the case of un-cleared advised payments.

### 7.3 Interest

The funds in the account are interest-bearing for the period from the date they are credited to the account (including that day) until the date they are deducted from the account (excluding that day), and, unless agreed otherwise, by the relevant current interest rate listed in the Bank's price list. Unless agreed otherwise, the Bank credits all interest which the Client is authorised to obtain in connection with the account to the account monthly. Interest is due the following business day after it is credited. If there is a debit balance in the account and if the possibility of an overdraft of the account has not been agreed, the Client shall also pay the Bank the interest at the current rate listed in the Bank's price list and the contractual fine listed in the Bank's price list. A debit balance can also appear in the account, for example, if the Bank clears the price against the Client's account, even if there are insufficient funds in the account.

The interest rates can be based on reference interest rates. The Bank can change the interest rate based on the reference interest rates unilaterally without a previous announcement. The Bank shall publish the changed interest rates in the price list without undue delay after such change.

Interest is paid on credit and debit balances in the account based on the actual number of days and a 360-day year or such other length of the year which is fixed for selected foreign currencies or which is usual for the relevant Bank service.

### 7.4 Account Information

The Bank informs the Client of the balance of funds in the account and turnover for the agreed calendar period in the form of an account statement. If the Bank does not state in the account statement the turnover made at the close of the agreed period, it shall state such turnover in the account statement for the next period and, when calculating the interest related to such turnovers, it shall use the data of when such turnovers actually occurred. The Bank can also state in the account statement additional important information, especially information about changes to its business terms, the price list etc. No account statement shall be issued for the period where there

is no handling of the funds in the account or no interest is credited. The Bank shall not be obliged to produce a special account statement containing only information about the balance of funds in the account at the end of the calendar year. The Bank is also authorised to restrict or stop sending account statements in the event of the Client's death. At the Client's request and costs, the Bank shall issue duplicates of its available account statements.

The Client and Bank may arrange for provision of account statements or change such an arrangement by e-mail or through electronic banking services. The statements created before 1 January 2015 are stored in systems of electronic banking for 2 years, statements created after 1 January 2015 for 10 years. If a statement sent by mail to the agreed address returns as undeliverable, the Bank shall not be required to send the account statements by mail and can unilaterally change the agreed way of delivering statements so they can be accepted at the point of sale which maintains the account. In such a case, the Bank can charge a price for keeping the statement at the point of sale according to its price list. These statements shall be kept for a period of three months. The Bank uses the way of delivery agreed for the account statements for the duration of the account contract and also for the delivery of other Bank announcements, unless agreed otherwise. If a third party has issued to the Client a card-based payment instrument, the Bank shall provide information on the balance of the Client's account accessible online, only on the basis of the Client's authorisation granted to the Bank through the respective application of electronic banking.

### **7.5 Change and Termination of the Account Contract**

The contract on payment account may be changed by the Bank in the same way as these GBTCs (i.e. according to Article 4.).

The Client is authorised to terminate an account contract in writing even without stating a reason. The notice period commences as of the date of delivery of the notice to the Bank and ends on the last day of the calendar month in which it was delivered.

The Bank is authorised to terminate an account contract in writing even without stating a reason, unless the law requires otherwise. The notice period commences as of the date of delivery of the notice to the Client and ends on the last day of the calendar month in which the notice was delivered to the Client, or on the date stated in the Bank's notice.

On the last day of existence of an account, the Bank shall not perform such payment transactions, which are not possible under its technical conditions. Further information shall be provided by the Bank to the Client upon request.

The same rules shall apply for change or termination of services provided in connection with the account.

### **7.6 Consequences of the Client's Death**

In the event of the Client's death, the account contract shall not cease to exist; the Bank shall continue to execute transactions based on orders which were submitted before the Client's death. If the Bank credibly learned of the Client's death, it shall stop as of the following day, or at the nearest possible date for cancelling a specific type of standing order or direct debit, those transactions from the account which the Client stipulated that after its death the Bank should not continue to execute. The power of attorney granted by the Client to handle funds in the account does not cease to exist with the Client's death if it does not arise from the contents thereof that the power of attorney shall only be valid during the Client's life; this does not apply to powers of attorney granted up to 2005 which ceased to exist on the date following the day when the Bank credibly learned of the Client's death and where the Client did not stipulate that such granted power of attorney should last even after its death.

The account contract ends on the business day following the day:

- a) On which the Bank credibly learned of the death of the account owner if the account on this day showed a debit or zero balance; or
- b) On which a debit or zero balance appeared in the account of an owner whose death the Bank was credibly informed of.

This provision shall not be applied if the debit balance in the account appeared due to an overdraft loan provided to a Client who is an individual entrepreneur.

If the account is inherited by more than one heir, the contract on account expires on the first business day following the day on which any of the heirs submits a document on acquisition of inheritance to the Bank. If the inheritance procedure is terminated for negligibility of assets, the contract on account expires as of the date of disbursement of account balance to the organiser of funeral.

### 7.7 Settlement of Account Liabilities

Once the account contract is terminated and after all the Bank's receivables from the Client are paid and settled, the Bank shall handle the remaining funds in the account in accordance with the Client's instruction. If the Client does not specify how the remaining cash funds are to be handled up to the time of the effect of the notice or up to the time of a different moment of the account contract's ceasing to exist, the Bank shall register them in its internal records without further interest. The Bank is entitled to compensation for costs related thereto.

### 7.8 Procedure of the Bank in Case of Execution against Account

When an execution against an account is finished, the Bank may charge fees for account maintenance and other services connected with the account that the Bank has not been allowed to charge during the execution, and other costs the Bank has incurred in connection with performing duties within the execution. If the Client asks for payment of funds from the account in compliance with the law, the Bank shall pay such funds only on the basis of written request of the Client; payment order of the Client is not considered to be such a request.

## 8. BASIC DEPOSITS AND MINIMUM BALANCES

The Bank is authorised to set a minimum level of basic deposit and balance of funds in the account. The Client is required to maintain the minimum balance increased by funds sufficient to pay its due payables to the Bank and its submitted payment orders. The Client is required to increase the balance immediately if it is less than the minimum balance.

### 8.1 Accounts in Czech Currency

Current accounts and deposit accounts to current accounts	Business clients	Corporate clients
Basic deposit for opening a current account	–	CZK 5,000
Minimum balance for maintaining a current account	–	CZK 1,000
Minimum balance for maintaining a deposit account to a current account	–	CZK 100,000

A basic deposit and minimum balance is not applied to current accounts maintained in a special mode – this concerns current accounts for subsidies from the State Housing Development Fund and current accounts of user's loans from the Housing Improvement Fund (applies only to business clients).

### 8.2 Accounts in Foreign Currency

Current accounts and deposit accounts to current accounts	Business clients	Corporate clients
Basic deposit for opening a current account	–	CZK 5,000
Minimum balance for maintaining a current account	–	CZK 1,000
Minimum balance for maintaining a deposit account to a current account	–	CZK 100,000

The counter value of the minimum deposit or balance in foreign currency must be equivalent to the amount in the table after conversion according to the valid CNB exchange rate.

## 9. ACCOUNT OVERDRAFT

### 9.1 Overdraft

An overdraft is a type of loan provided for an account which, if agreed with the Bank, allows the Client to execute payment up to the agreed amount as if the Client had its own funds in the account. The Client is authorised to draw the overdraft continually up to the agreed limit, while at the same time the Client undertakes not to exceed this limit without the prior written consent of the Bank. The Client's right to draw the overdraft ends with the death of the Client and does not pass to its heirs. The Client is required to repay the overdraft under the terms stated in the relevant overdraft contract.

The Bank shall charge interest on the Client's debt for drawing the overdraft at the interest rate agreed under the relevant overdraft contract. The due interest as well as further prices related to the overdraft are included in the overdraft limit to the extent in which they were not paid from the positive balance of the relevant account. If the overdraft limit does not suffice for the off-set of interest and prices, the Bank is authorised to off-set them even if an unpermitted debit balance appears in the account. Interest from the overdraft is due always on the last day of each calendar month and the Bank shall credit it the same day to the overdraft principal. The Bank undertakes to clear all payment in credit and debit to the account mutually with an overdraft in the same manner as in an account without an overdraft.

### 9.2 Changes to the Overdraft Limit

For the duration of the overdraft contract, the Bank and Client can agree to change the overdraft limit and the Bank is authorised to propose to the Client an increase of the overdraft limit. The Bank shall send such a proposal for a higher limit to the Client at least 20 days before the proposed effectiveness of the increase. If the Client does not reject the proposal before the date of the proposed effectiveness of the change, it is deemed that the Client has accepted the proposal, and the limit shall be increased in accordance with the Bank's proposal. The Bank is also authorised to reduce or cancel the limit of the overdraft with immediate effect, especially if its statutory obligations to proceed cautiously requires this, or if the Client breaches its obligation with regard to the Bank.

### 9.3 Breach of Obligations and Other Important Facts

If it is shown that any of the declarations made by the Client in the overdraft contract or in another document which the Client submitted to the Bank in connection with the conclusion of this contract are false or essentially incomplete, or if the Client breaches any of its important legal obligations to the Bank (especially it is considered as a breach of important legal obligation if the Client cause damage to the Bank by its act), the Bank is authorised to suspend the Client's right to draw the overdraft immediately, to lower the overdraft limit, to declare all debts from the overdraft or a part thereof immediately due, to terminate the overdraft contract with immediate effect or to rescind the overdraft contract. The Bank shall inform the Client of each such measure. The Bank is authorised to apply more than one measure simultaneously if it is necessary for limiting its risks according to its expert opinion.

In the same manner the Bank is authorised to proceed if a situation arises which could, in respect of the Bank's obligation to proceed cautiously, have a fundamentally negative impact on the Client's ability to meet its obligations arising from the overdraft contract, if:

- a) The Bank discovers that insolvency proceedings are being held against the Client, provided that the petition for insolvency proceedings is not totally and evidently harassing, or that that such proceedings are imminent;
- b) The Bank receives a court ruling on ordering a receivable, warrant of execution or different decision with the same effects;
- c) After the overdraft contract was concluded the Client's financial or property situation worsened, which could have a fundamentally negative impact on the Client's ability to repay the overdraft; or
- d) The Client delays in meeting a contractual commitment or obligation arising from legislation, which has an impact on the Bank's position or applies to a contract between the Bank and the Client.

# PAYMENT CARDS

## 10. PAYMENT CARD ISSUANCE

### 10.1 Card and Holder

The Bank issues payment cards for accounts based upon an agreement in the account contract or based upon the request of the account owner or its Proxy. A person issued a payment card (hereinafter referred to as the "Card Holder") uses the payment card to dispose of funds in the relevant account under the terms and conditions arising from the account contract. The Client shall ensure that every Card Holder becomes familiar with the conditions and rules for using the payment card, including the user guide, which contains further instructions and information associated with the use of the payment card. The user guide is available on the Bank's website. A payment card issued for business purposes is used to pay business expenses.

### 10.2 Handover of the Card

The Bank shall deliver the payment card in an agreed way, e.g.:

- a) By sending to a mailing address in the Czech Republic or abroad by postal parcel;
- b) Hand-over at Bank's point of sale, if the Bank makes it possible; the payment card shall be prepared for handover at the selected point of sale for three months, after which the Bank can destroy the uncollected payment card; in this case the fee for issuing the card shall not be refunded;
- c) Express delivery to an address in the Czech Republic by courier service.

The Bank issues cards as inactive ones. The Card Holder shall activate the card after its delivery in the Bank's ATM, via first payment with entering the PIN, or by another method notified by the Bank. Once the Card Holder receives the payment card, he/she signs it on the signature slip on the reverse in a way that ensures the signature's stability, immediately after receiving in a way that ensures the signature's stability, immediately after receiving it and in a way different from his/her specimen signature.

The Bank shall send the personal identification number to the card (hereinafter referred to as the "PIN") always separately in an agreed way, e.g. by post, in the form of an SMS or by courier service.

### 10.3 Card Validity Period and Automatic Renewal

The validity period is marked on the payment card. In the case of agreed automatic renewal of the payment card, the Bank shall prior to the end of its validity period issue a new payment card. Renewal of the payment card may have impact on the conditions of its usage, or on other arrangements related to the card. If the Card Holder wants to change his/her personal data on the new card or he/she is no longer interested in the new card, he/she notifies the Bank to this effect no later than 2 months before the expiry of the current card. The Bank can issue a different type of card according to its current business offer with the automatic renewal of the payment card or when issuing a substitute card. If the Client does not use the card at all during 12 consecutive months, the Bank is not obliged to issue a new card within the automatic renewal.

## 11. USE OF PAYMENT CARDS

### 11.1 Obligation to Observe Legal Regulations

The Card Holder shall use the payment card in accordance with the valid legislation of the country in which it is used.

### 11.2 Card Payment Clearing Deadlines

Payments and withdrawals by payment card shall be cleared usually within 1 to 45 days depending on the type of payment.

### **11.3 Use of Cards**

The payment card may be used for payments for services and goods at designated merchants or on internet, or optionally at certain merchants for withdrawing also cash (cash back service). The Bank does not guarantee that a merchant will always accept the card or will be able to process the requested payment.

In the case of a cash withdrawal from an ATM, the Bank fulfils its obligation to pay out the required sum at the moment cash is provided by the ATM. For technical reasons, it is not always possible to release the required amount from the ATM by one withdrawing.

A merchant or an ATM operator may charge its fees for payments by card at merchant or for card usage in ATM.

If the Card Holder uses a third - party application for card payments (e.g. digital wallet), the Bank is responsible neither for the usage of such application, nor for information the Card Holder receives through such application.

### **11.4 Obligation to Follow the Security Rules**

Adherence to security rules regarding payment card and personal security elements specified below is absolutely essential to allow the Bank to prevent, or mitigate their unauthorized misuse. Unintentional breach of these security rules by the Card Holder is a breach of duty to use the payment card in compliance with the agreed terms and conditions due to gross negligence and the Bank will not be liable for damage caused by the misuse of the card in such case.

### **11.5 Obligation to Protect Personal Security Elements and the Payment Card**

In the interest of preventing the unauthorised use of a payment card, the Card Holder shall observe the security rules, above all it shall keep its PIN or other security code confidential (especially by not writing the PIN on the payment card, its cardholder or other object which it carries with the payment card, ensure that it is not being observed when entering the PIN, etc.) and shall ensure that the payment card is not stolen, lost or misused. The Card Holder shall protect the payment card from being damaged. The Card Holder may not disclose the data about the payment card on the basis of any requests delivered by mail, e-mail, social networks or alike. The Bank does not send such requests; they are always fraudulent ones and the Card Holder should never answer them.

For card payments on the internet the Card Holder is obliged to use only technical device, which is not publicly accessible (e.g. not through a PC in an internet café) or which is not unfamiliar to him/her. The Card Holder is obliged to use his/her own technical device, or a device, which security he/she has verified in a reliable way. On such device the Card Holder is always obliged to use updated versions of operational system, security programs (antivirus, firewall) and internet browser supported by the manufacturer. The Card Holder is allowed to install and launch programs only from safe and verified sources on his/her technical device. The Card Holder is not allowed to open e-mails and attachments of e-mails from suspicious senders.

### **11.6 Loss, Theft or Misuse of a Payment Card and PIN**

The Card Holder shall report any loss, theft and/or suspected misuse of the payment card or PIN immediately by calling the Bank's 24-hour information line 800 207 207 (for calls from abroad +420 956 777 956), in person during the operating hours at any of the Bank's points of sale, or through electronic banking. The Card Holder shall inform the Bank of all information concerning the circumstances of the loss, theft or suspected misuse of the payment card or PIN. When making a report over the telephone the Bank shall provide the Card Holder with a blocking code as proof of the report. After reporting the loss or theft or suspected misuse of a payment card or PIN, the Bank shall block the payment card immediately.

### **11.7 Suspected Misuse of a Payment Card**

If the Bank shall suspect the misuse of a payment card, it can block the payment card, lower limits for payment card usage or ask for return the card to the Bank immediately. The Bank shall inform the Card Holder thereof before or as soon as possible after such action. The Bank shall contact the Card Holder by telephone, if he/she is not available, it shall send an SMS message or e-mail, or by other way. If the Bank judges that the reason for the adopted action has passed, it shall make it possible for the Card Holder to start using the payment card again or shall issue a new payment card.

### **11.8 Security of Payments over the Internet**

The Bank shall ensure the security of certain card transactions on internet through 3D Secure system. When using this system, payments on the internet at secured merchants shall be confirmed by a single-use password which the Bank shall send to the Card Holder in the form of an SMS or in other agreed way, or in security application of the Bank. For security reasons, the Bank can stop the Card Holder from executing card payments on the internet:

- a) If the Card Holder is not registered in the 3D Secure system;
- b) If the password is repeatedly entered incorrectly;
- c) In online stores which do not use the 3D Secure system.

The Bank shall always inform the Card Holder of such a restriction.

## **12. CONTACTLESS PAYMENT INSTRUMENTS**

A contactless payment instrument is a contactless payment card or other contactless payment instrument (such as a contactless label or chip in a mobile phone). By using the contactless payment instrument the Client can pay for goods and services by placing the card against the payment device. For some payments, the Client may also be asked for security reasons to enter the PIN when using a contactless payment instrument. Contactless payment instruments which are not a credit card are subject to the provisions of these Business Terms and Conditions for Payment Cards except that such means may be used only with devices which allow for contactless payments and on the internet. Provisions of these terms and conditions applicable to payment cards are applicable similarly also to other contactless payment instruments, unless such application is excluded by their nature.

# ELECTRONIC AND TELEPHONE BANKING

## 13. FUNDAMENTAL PROVISIONS ON ELECTRONIC AND TELEPHONE BANKING

### 13.1 Electronic and Telephone Banking Services

Electronic and telephone banking allow the Client to communicate with the Bank via telephone, mobile telephone, internet or other means of remote communication, and above all to submit at any time a payment order to the Bank, express consent to execute a payment or obtain information about the balance of funds deposited in its account which was allocated to such a service and utilise other services provided by the Bank. Services of electronic banking are provided by the Bank through its internet and mobile applications. The Client may utilise electronic banking, if he/she arranged for services BUSINESS 24 or SERVIS 24 and telephone banking, if he/she arranged for service SERVIS 24. Only those application are the components of BUSINESS 24 and SERVIS 24 which may be used with the personal security elements according to these terms and conditions. All services which electronic and telephone banking offers, as well as information required for using electronic and telephone banking is contained in the user guide published on the Bank's website. Telephone banking services are provided only to Clients that belong to the group of business clients.

The Bank is continuously improving and developing its electronic banking services, so the Bank may add new applications into its electronic banking and conversely it may discard current applications from the electronic banking. The current list of the Bank's internet and mobile applications is available at the website of the Bank. If the Client uses a third – party application in connection with using electronic banking, the Bank is responsible neither for the usage of such application, nor for information the Client receives through such application.

### 13.2 Authorisation for Utilisation of Electronic and Telephone Banking

Apart from the Client, other persons can also use certain electronic and telephone banking services provided they are authorised by the Client. The Client shall ensure that each such authorised person becomes familiar with the terms and conditions and rules under which the Bank provides electronic and telephone banking services and the Client is responsible that such authorised person will follow all these terms and conditions and rules, including all security rules. If the authorised person breaches these terms and conditions and rules, especially the security rules, the Client is liable for such breach.

If the Client authorises another person to administer electronic banking services, such Proxy can grant other persons authorisation for specific actions on behalf of the Client within electronic banking. This further authorisation can be granted at a point of sale of the Bank or through the applications of electronic banking. The scope of the authorisation of these further Proxies is specified in the authorisation or in the user guide available on the Bank's website.

### 13.3 Electronic and Telephone Banking Availability

Electronic and telephone banking services are usually available 24 hours a day 7 days a week; the Bank does not undertake to allow the use of these services (including the relevant personal security elements) constantly and without interruption. The Bank informs the Client in advance in an appropriate manner of a planned interruption of the availability of the Bank's electronic and telephone banking services. However, in justified cases the Bank interrupts the provision of electronic and telephone banking services even without prior warning. The Bank shall inform the Client of such interruption without undue delay. This is applicable also in cases when in connection with an account the Client uses services of third parties (e.g. account information service providers).

### 13.4 Termination of Provision Electronic and Telephone Banking Services

The electronic or telephone banking service contract ceases to exist, if the Client does not use the respective service within 120 days following the allocation of personal security elements of electronic and telephone banking services in the manner stated in the user guide available on the Bank's website. The Bank can terminate the authorisation of all persons to use electronic and telephone banking services in relation to the account as soon as it credibly learns of the death of the account owner or if an incident occurs which, according to legislation, is associated with the end of the authorisation of the account owner to handle this account or its funds. If a contract

on banking services is a condition for the usage of certain services of electronic or telephone banking and if such a contract is terminated, then the Bank may terminate also the provision of the respective service of electronic or telephone banking.

### **13.5 Business Communication**

The Bank can send the Client its business communications via electronic and telephone banking. The Client can refuse to accept business information at any point of sale of the Bank or directly via electronic or telephone banking services.

### **13.6 Concluding Contracts via Electronic Banking Service**

The Client and the Bank can conclude contracts on banking services or on third-party financial services offered by the Bank or agree on their changes using the electronic banking service. If it is necessary to sign a document electronically within the scope of the electronic banking service, the following shall apply: the electronic signature of the person authorised to act on behalf of the Bank shall be generated using data for the generation of the electronic signature on the basis of a certificate issued by the Bank's internal certification authority. The Client may sign the document electronically either using an authorisation code sent thereto by the Bank in an authorisation SMS message, through security application of the Bank, or using the Client's electronic certificate. Electronic signatures referred to in this Article shall be considered electronic signatures pursuant to the law.

### **13.7 E-invoice/e-document**

In certain applications of electronic banking the Bank will enable the Client to receive invoices or other documents in electronic format from companies the list of which is available in the respective application. If the Client activates e-invoicing/e-document, the Client agrees with these companies sending invoices or other documents electronically, with informing these companies by the Bank about the Client's consent, about the fact that the Client meets prerequisites for accepting invoices or other documents and providing them with identification details of the Client, including account number and eventually information about the fact that the Client received an e-invoice or other document. The Client may give his/her consent to issuing electronic invoices and other documents also directly to a company included in the respective application. This service may also be activated by the Bank, if it is requested by any of the said issuers. If the Client does not use this service, he/she may cancel it any time. The issuing company shall be liable for the correctness of the content of the delivered invoices or other documents and for any complaints.

### **13.8 BUSINESS 24 Databanking**

In connection with certain applications of electronic banking the Client may arrange for the provision of BUSINESS 24 Databanking (hereinafter referred to as "Databanking"). Within this service the Bank undertakes to process payment orders submitted by the Client via his/her accounting or other system, which supports this service, and via the data interface of Databanking. The list of accounting systems supporting service Databanking is available on the Bank's website; the Bank may unilaterally change this list. A payment order must be submitted with the use of personal security elements of electronic banking. Payment orders must be submitted in accordance with the terms and conditions agreed for their submitting. If a payment order requires consent of more persons, such consent must be granted directly in the application of electronic banking. This is applicable also in case, when as a consequence of the used technical solution of service Databanking, it is necessary, to grant the consent directly in the application of electronic banking. Further conditions of service Databanking are set out in the user guide for service BUSINESS 24.

The Bank is not liable for unavailability of service Databanking, especially if it is caused by error, failure, defect of any device used by the Client for connecting the data interface of service Databanking, or used (e.g. accounting) system of the Client. The Bank does not provide support to the Client in case of malfunction of accounting or other system where the data interface is implemented. In this case the Client must contact the supplier of the accounting or other system.

## 14. ELECTRONIC AND TELEPHONE BANKING SERVICES USAGE SECURITY

Adherence to security rules regarding usage of services of electronic and telephone banking specified below is absolutely essential. They allow the Bank to prevent, or mitigate their unauthorized misuse, especially rendering unauthorized payments from the account of the Client. Unintentional breach of these security rules is a breach of the Client's duty to use the payment instrument, i.e. electronic banking, in compliance with the agreed conditions due to gross negligence. The Bank will not be liable for damage caused by the misuse of the payment instrument in such case.

The Client is obliged to ensure, that security rules regarding usage of services of electronic and telephone banking are followed by all his/her authorised persons. The Client is always liable for any breach of the said rules by the authorised person of the Client.

### 14.1 Personal Security Elements

The Bank shall allocate unique identification elements to each person designated by the Client allowing access to electronic and telephone banking services (hereinafter referred to as the "personal security elements"). Services of electronic and telephone banking may be used with the help of personal security elements serving to identification of the entitled persons and confirmation of entitlement to use the Bank's services. The personal security elements are especially the following ones: password, activating and control code, authorisation SMS message, security application for smartphone or tablet, electronic certificate, payment cards issued by the Bank or the PIN code in combination with the mentioned elements. Personal security elements are non-negotiable and they may be used only by the person to whom the Bank assigned them.

If the personal security elements are delivered as correspondence, the Bank shall send them to the entitled person at the address which it discloses for these purposes. In the event of any damage to the delivery, the addressee shall refuse to accept the delivery and ask the relevant deliverer to draw up a record of the damaged delivery. He/she shall inform the Bank of this fact immediately. If the Bank so allows, the personal security elements can be handed over even in person at the relevant point of sale. The Bank issues the personal security elements solely for the purposes of their use in relation to services of electronic banking. If the Client uses them for another purpose, the Bank declines any responsibility for such usage. List of personal security elements offered by the Bank is available at the Bank's website.

If an electronic certificate is agreed, the user is obliged to observe the licence and other terms and conditions of its use. The user shall verify the specifics of the electronic certificate immediately after its issue; if the user detects any inconsistency between the specifics of the electronic certificate and the contents of the request for its issue, he shall report this fact to the Bank. Upon the request of the user, the Bank may terminate the validity of certificate anytime. The validity of the electronic certificate then expires no later than on the first business day following the receipt of the user request.

The Bank is authorised to terminate the validity of the issued electronic certificate if:

- a) The electronic certificate was issued on the basis of false or falsified information or the verified and certified data are no longer valid;
- b) The user breached any obligation arising from the contract on the use of the electronic certificate;
- c) The user reports the loss, theft, misuse, unauthorised use or suspected possible misuse or unauthorised use of the electronic certificate to the Bank;
- d) The Bank credibly learns of the death of the person to whom it was issued; and
- e) Such obligation is imposed to the Bank by legislation or an administrative or judicial decision.

The Bank may charge the price specified in the current price list for the issue and use of electronic certificate. In the event of early termination of the validity of the electronic certificate, the Bank shall not compensate for the remaining proper period for which the electronic certificate would have remained valid.

## 14.2 Personal Security Elements Protection

The personal security elements may not be provided to another person in any circumstances and in any way, except to authorised payment initiation service providers and authorised account information service providers and only in relation to account which the Client is the owner. The Client, using SERVIS 24 services, may provide his/her personal security elements to these providers also in connection with the account regarding which he/she is only authorised to draw money. The Client, using SERVIS 24 services, who was authorized to obtaining information about the payments and account balance only, may provide his/her personal security elements to account information service providers in connection with this account. The Client shall report any loss, theft, misuse or suspected possible misuse or unauthorised use of personal security elements for the use of electronic and telephone banking services immediately by calling the Bank's 24-hour information line 800 207 207 (for BUSINESS 24 or for calls from abroad on line +420 956 777 956) or the telephone number stated in the Bank's further information materials, or in person during the operating hours at any Bank's point of sale. The Client shall inform the Bank of all known information, including data about the person who was an authorised holder of the relevant personal security elements, about the circumstances of the loss, theft or suspected misuse of personal security elements. After the loss or theft or suspected misuse of personal security elements has been reported, the Bank shall take all reasonable measures to prevent their unauthorised use. The Bank shall limit the use of services of electronic banking also in case, when the Bank has a suspicion regarding misuse or unauthorised use of personal security elements or device of the Client used for utilisation of services of electronic banking, or in case of significant increase of risk that the Client will not be able to repay a loan which may be drawn by application of electronic banking. The Bank shall immediately inform the Client in an appropriate way.

## 14.3 Further Security Rules for Using of Electronic Banking

The Client is obliged in his/her own interest always carefully adhere to the following security rules, which are absolutely necessary for protection against misuse of electronic banking. Without adherence to them the Bank may not sufficiently protect the Client against unauthorised fraudulent payments from his/her accounts. The Client is obliged to access the electronic banking through technical device, which is not publicly accessible, or which is unknown to the Client. The Client is always obliged to use his/her own technical device, or a device, which security the Client has verified in a reliable way prior use. The Client may not use technical device, if there are any doubts about its security. The chip card with the electronic certificate is only for login and transaction authorization purposes, in other cases the Client may not leave it in his/her device. The Client may not use program changes in his/her smartphone allowing full administrator access and he/she may not access the electronic banking through an account with administrator rights. The Client is always obliged to use on his/her technical device updated, by manufacturer and by the Bank supported versions of operational system, security programs (antivirus, firewall) and internet browser (the list of programs supported by the Bank is in the user guide). The Client is allowed to install and use only programs from safe and earlier verified sources on his/her technical device, which may not contain harmful codes. If it is possible, the Client is obliged to set up prohibition of installations from unknown sources in his/her telephone. The Client is not allowed to open e-mails and attachments of e-mails from suspicious senders nor messages with suspicious names or content. The Client may neither answer nor react in other way to such e-mails. The Client may not access risky web pages through device he/she is using for access to electronic banking. The Client is obliged to regularly change his/her access password (at least once per three months) and protect it against disclosure. The Client is obliged to use protection against spam for his/her e-mail box.

The Client may enter his/her personal security elements always only at web pages of the Bank or into the applications of the Bank or into the applications of authorised payment initiation service providers or into the applications of authorised account information service providers. Prior entering them the Client must always verify that he/she is at these web pages, or that it is the application of the Bank (the list of the Bank's applications is available at the Bank's website), or that is an application of authorised payment initiation service provider or authorised account information service provider (list of applications verified by the Bank is available at the Bank's website). The Client is allowed to open the website of the electronic banking only from the Bank's websites or by typing the address [www.servis24.cz](http://www.servis24.cz) or [www.business24.cz](http://www.business24.cz) or [bezpecnost.csas.cz](http://bezpecnost.csas.cz) into the address bar of the internet browser or from a link sent by the Bank. He/she may not search this site by search engine, nor launch it from his favourite sites bookmarks. After login into the electronic banking the Client is obliged always carefully acquaint himself/herself with the Bank's warnings on current threats and risks first. If after studying them the Client identifies any threatening risk regarding security of his/her electronic banking, the Client must immediately interrupt his/her access to the application and contact the Bank at the below specified telephone number. The Client must similarly proceed in any other case when he/she has any suspicion that the security of his/her electronic banking is in danger. Prior to login and during the whole time of login the Client is obliged to check that the following address appears: <https://www.servis24.cz> or <https://www.business24.cz> in the address bar and to

check by clicking on the icon of lock that the security access certificate is issued for [www.servis24.cz](http://www.servis24.cz) or [www.business24.cz](http://www.business24.cz).

#### **14.4 Procedure in Case of Misuse of Electronic Banking**

The Client is obliged to immediately notify any suspicion regarding misuse of his/her electronic banking at telephone number 800 207 207 (for calling from abroad +420 956 777 956). Since such moment, or since the moment when the Bank notifies the Client about its suspicion, via telephone, SMS or e-mail, the Client may not interfere into his/her technical device used for access to the electronic banking in any way (e.g. format disc, install new programs, uninstall programs, delete files etc.) and the Client is obliged to immediately disconnect such device from the internet (or other network), to avoid further attacks (it may be done also by switching off the device or by removal of batteries or by disconnection from power supply). In case of such suspicion the Bank will provide the Client with necessary cooperation to verify such suspicion and to avoid further damage. The Bank's experts will provide the Client with necessary help in this regard. If electronic banking of the Client is misused, the Client is obliged to allow the Bank to carry out an expert review of his/her technical device. If a criminal proceeding is commenced as a result of the Client's electronic banking misuse and the Police of the Czech Republic ensures execution of an expert opinion, the Client is obliged to provide the Bank with such an opinion without delay.

# PAYMENT SERVICES

## 15. INFORMATION ON PAYMENT SERVICES

The Bank is not obliged to provide the Client or make him/her accessible information provided mandatorily under the Payment System Act to consumers, but provides the stated information to the Client in the contractual manner if the Client and the Bank have agreed on information being provided, or such information is provided by the Bank to all Clients. The Bank is also not obliged to inform of such changes which are not part of the contractual documents in the manner stipulated in the Payment System Act; the Bank informs the Client appropriately and reasonably in advance of a change to such information.

## 16. GENERAL RULES FOR CASH TRANSACTIONS

### 16.1 Types of Cash Transactions

The Bank shall allow the Client to execute the following cash transactions:

- a) Cash deposit at the Bank's point of sale with a cash counter in Czech crowns or in a specified foreign currency using a cash receipt form to an account maintained by the Bank;
- b) Cash deposit in Czech crowns through deposit ATMs of the Bank using cards issued by the Bank;
- c) Cash deposit in Czech crowns through automatic coin-counting machines of the Bank;
- d) Cash withdrawal from an account in Czech crowns or in a specified foreign currency using a cash receipt form;
- e) Cash withdrawal from an account in the Bank's ATMs;
- f) Cash withdrawal from an account in ATMs of other banks in the Czech Republic and abroad, if the type of card allows it;
- g) Cash withdrawal from an account via a card in selected stores marked "Visa Cash Back" or "Mastercard/Maestro Cash Back".

The Bank executes cash transactions in CZK and in currencies accepted by the respective point of sale of the Bank. If the Client does not submit the list of banknotes and coins in case of cash deposit, the Bank will prepare the list according to its rules. The Bank is not obliged to execute any cash transaction without verification of identity of the other party.

### 16.2 Notification of Over-the-Limit Cash Withdrawals

Cash withdrawals which exceed a specific amount can be subject to so-called "notification deadlines". The Client shall provide notification of the planned withdrawal exceeding the specified limit in advance by delivery of a completed notification form of an over-the-limit cash withdrawal via an electronic form on the Bank's website or in a different pre-agreed manner. Current information on the limits and deadlines are available at the Bank's points of sale and on the Bank's website. If the Client does not provide the notification in accordance with the above-mentioned instructions, the Bank shall not be required to have the cash available in the full amount of withdrawal. The Bank shall pay the cash in banknotes available to the Bank.

If the Client does not provide a notification of the cash withdrawal in a specific foreign currency, in the event of an exceptional lack of funds in such a currency, the Bank is authorised to offer the required sum or a part thereof in a different (substitute) currency.

## 17. GENERAL RULES FOR NON-CASH TRANSACTIONS

### 17.1 Non-Cash Transactions

The Bank executes a non-cash transaction based on:

- a) Single orders for:
  - credit transfer in the form of an individual order (including credit transfers abroad and credit transfers in EUR within the European Economic Area) or multiple order (individual order may be submitted also through a payment initiation service provider, if the account is accessible online);
  - cash pay-out (e.g. the payee receives cash via a type B postal order);
  - direct debit in the form of an individual order (including direct debits in EUR within the European Economic Area) or multiple order;
- b) Standing orders for:
  - credit transfers (including credit transfers abroad and credit transfers in EUR within the European Economic Area) or regulation of balance (so-called sweep);
  - pay-out in cash (e.g. the payee receives cash via a type B postal order);
  - direct debit (including regulation of balance).

### 17.2 Standard Rules for Direct Debit

If a non-cash transaction initiated by the payee is debited from the Client's account (direct debit), the Client must grant consent:

- a) In case of direct debits in the Czech Republic in CZK
  - for the Bank or
  - the payee for whom the Bank maintains the account and with whom the Bank has agreed the terms and conditions for executing direct debits in its favour. Consent granted by Client to another payee or payment service provider is ineffective for to the Bank and the Bank shall not execute the direct debit; or
- b) In case of direct debit in EUR within the European Economic Area – it is possible to establish a general consent for any payee (or certain payee may be excluded), or it is possible to establish individual consent for specific payee.

Unless agreed otherwise, every direct debit must stipulate the maximum sum which can be deducted from the Client's account based on direct debit. In the interest of maintaining continuous payments, the Bank can, based on the payee's requirements, execute a multiple change in the payee's bank details and other identification payment data. The Bank can inform the payee or the payee's bank of the Client's direct debit order and of changes to such order.

## 18. COMPLETION AND SUBMISSION OF A PAYMENT ORDER

### 18.1 Completion of a Payment Order

When completing payment orders, the Client must proceed according to the rules stated in the Information of Česká spořitelna, a.s., on Payment Services – Business and Corporate Clients, which is available on the Bank's website and at the Bank's points of sale. The Bank does not verify the accuracy of the data which the Client states in the payment order.

### 18.2 Methods of Submitting a Payment Order

The Client can submit a payment order to the Bank in any of the following ways:

- a) On a Bank form or other form with the payment order requirements:
  - submitted at a point of sale of the Bank;
  - placed in a collection box (provided this service is offered by the Bank);
- b) via an ATM or payment machine using a card (applies only to business clients);
- c) Payment by card at a merchant or via the internet;
- d) Via the telephone banking services (SERVIS 24 – applies only to business clients);
- e) Through applications of electronic banking and application MultiCash;
- f) Through applications of an authorised payment initiation service provider (only single individual orders for credit transfers may be delivered in this way and only if the account is accessible online);

- g) Delivered on media for processing as part of the collection account service; and
- h) In another agreed way.

### **18.3 Terms and Conditions for Acceptance of Payment Orders**

A payment order shall be accepted by the Bank provided that:

- a) It is specific, intelligible and contains all the mandatory data;
- b) It is submitted within the stated deadline;
- c) There are sufficient funds for executing the payment transaction in the account;
- d) The payment transaction sum does not exceed the top limit of the agreed limits; and
- e) It meets other statutory or agreed terms and conditions.

## **19. SECURITY LIMITS FOR EXECUTION OF PAYMENTS AND WITHDRAWALS**

Unless agreed otherwise, security limits apply to the maximum admissible amount of the payment order in the Information of Česká spořitelna, a. s., on Payment Services – Business and Corporate Clients, which is available on the Bank's website and at the Bank's points of sale.

## **20. AUTHORISATION AND CANCELLATION OF A PAYMENT ORDER**

### **20.1 Granting Consent to Execute a Payment Transaction**

The Client can grant consent to execute a payment order (i.e. payment order authorisation) in any of the following ways:

- a) In writing – the Bank shall execute a payment order provided that it verifies the identity of the Client (by identity card or specimen signature). The Bank is not required to execute the payment order if it does not have the specimen signature at its disposal or the signatures do not match and if it is not proven in a different way simultaneously that this is the signature of the person authorised to grant consent to the execution of the payment order;
- b) Via electronic banking – use of biometric data or notification of the allocated personal security elements (e.g. by entering the authorisation SMS message into the application of electronic banking, logging into the application of electronic banking with the personal security elements or biometric data and entering a payment order into such application, or in other way of using the personal security elements as specified in the respective application of electronic banking). This way the Client can also grant consent to execute a payment to which a payment order was submitted to the Bank other than via electronic banking (e.g. at the initiation or via the payee);
- c) Via telephone banking - by expressing verbal consent, together with verification of the Client identity or his/her representative in a way allowed by the Bank; the following is possible: personal security elements, voice biometry, or commencing of call through application of the Bank;
- d) Using a payment card:
  - when entering the PIN or signing the document issued by the point of payment or point of sale when executing payment or placing a contactless card against the relevant device or a combination of these ways;
  - when paying via an ATM or payment machine by entering the PIN;
  - when paying by card via the internet by entering data stated on the payment card on the relevant website, while if the entry of one-off created data (3D Secure system) is also required entering the data on the card together with this one-off created data;
  - when payment is initiated by the payee by disclosing the relevant data stated in the payment card of the payee concerned;
- e) Using further contactless payment instruments (e.g. contactless label, contactless chip in a mobile phone) – by placing a contactless payment instrument against the relevant device, or also entering the PIN;
- f) In case of cash withdrawal from ATM without using a card (if the Bank provides this service) by entering a one-time and temporary code provided by the Bank upon request;

- g) For direct debits also providing consent to the payee for whom the Bank manages the account and with whom the Bank agreed the terms and conditions for executing direct debits in their favour;
- h) Via payment initiation service provider – use or notification of personal security data allocated by the Bank, or use or notification of personal security data allocated by the payment initiation service provider.

### **20.2 Cancellation of a Payment Order or its Approval**

A payment order or consent to its execution may be cancelled until the Bank accepts it. The consent with a direct debit and standing orders may be cancelled up to the expiry of the operating hours preceding the required date of debiting the Client's account (in case of direct debits in EUR within the European Economic Area the consent may be cancelled within the time limits specified in the Information of Česká spořitelna, a.s. on Payment Services – Business and Corporate Clients available at the Bank's website or the Bank's points of sale) A payment order with postponed due date may not be cancelled by the Client upon the expiry of the operating hours immediately preceding the date on which the payment order is accepted. A payment order given by the Client through a payee cannot be cancelled after the Client hands it over to the payee. An indirectly initiated payment order may not be cancelled by the Client after its handover to the payment initiation service provider by the Client, regardless whether such payment initiation service provider is the Bank, or another entity.

If the Bank allows the cancellation of a payment order even after the expiry of the deadline for its cancellation, the Bank does not guarantee that it shall be possible to cancel the payment transaction and return the funds to the Client. In these cases the Bank can charge a price according to its price list and charges to third parties, including the Bank's costs arising from currency exchange rate differences, even if the payment is not cancelled at the end.

### **20.3 Return of the Sum of an Authorised Payment Transaction Initiated by the Payee**

The Client has no right to the return of the sum of an authorised payment order initiated by the payee (i.e. in case of direct debit).

## **21. EXECUTION OF PAYMENT TRANSACTIONS**

### **21.1 Acceptance of a Payment Order**

A payment order is considered accepted the moment the Bank receives it. However, if a payment order is executed only after the fulfilment of certain conditions, or at the end of a specific period; the payment order is not considered accepted until that moment. If such a moment occurs outside the Bank's operating hours, the payment order is considered to be accepted for processing at the beginning of operating hours of the next business day.

If the Bank receives a payment order for which there are insufficient funds for its execution, this order is considered accepted at the moment that the funds are available. However, if there shall be no funds available at the latest by the end of the deadline for repeated clearing according to Article 22.4, the Bank shall refuse to execute the payment order.

If a payment order is submitted outside the Bank's operating hours, the Bank shall accept it for processing at the start of the operating hours of the next business day. The business days and operating hours are specified in the Information of Česká spořitelna, a.s., on Payment Services – Business and Corporate Clients, which is available on the Bank's website and at the Bank's points of sale.

### **21.2 Deadlines for Executing a Payment Order**

Deadlines for executing a payment order commence as of the moment of its receipt. These deadlines are stated in the Information of Česká spořitelna, a.s., on Payment Services – Business and Corporate Clients, which is available on the Bank's website and at the Bank's points of sale.

Deadlines for executing a payment order can also be affected by national holidays in the Czech Republic or abroad and by the manner in which a payment order is submitted. The final crediting of payment in favour of the payee's account also depends on the deadlines for processing and operating hours of the payee's bank. Information about executing a payment order in the relevant payment account appears the following business day at the latest after it has been executed.

### **21.3 Delaying of Cross-Border Payments and Foreign Currency Payments in the Czech Republic**

The Bank checks the completeness of data about the payer and payee of payments processed via a foreign payment system. If data about the payer or payee on a payment order is incomplete, payments can be delayed due to additional ascertainment of data or return of payments to a foreign payment service provider. This delay is not included in the payment execution timelines.

### **21.4 Deduction from the Sum of a Payment**

The Bank can deduct its price from the sum of a payment prior to its being credited to the Client's account.

### **21.5 Information about Payment Orders and Payment Services**

The Bank is not required to provide or make available information for the Client about payment transactions executed; the Client shall receive information about payment transactions in a statement of the relevant account which the Bank creates upon agreement with the Client.

## **22. PROCEDURE FOR THE NON-EXECUTION OF A PAYMENT ORDER**

### **22.1 Non-Execution of a Payment Order**

The Bank shall not execute a payment order if all the conditions for its receipt stated in Article 18.3 are not met. If the Bank receives a multiple payment order, but not all the items can be executed because of a lack of funds, the Bank shall only execute part of the multiple payment order, while it can determine the sequence of individual payments and can reject the remaining ones. The Bank can proceed in the same way if it receives more than one payment order for which the same moment of acceptance arose.

Payment order submitted through a payment initiation service provider may be refused by the Bank also in the case:

- a) Of suspicion about unauthorised or fraudulent use of payment instrument or personal security elements;
- b) When the payment order is indirectly initiated through an entity which is not authorised to provide payment initiation services;
- c) When the payment initiation service provider does not prove its identity to the Bank in compliance with the law.

The Bank shall inform the Client on the refusal of indirectly initiated payment order in advance or without undue delay after such refusal.

### **22.2 Information about the Non-Execution of a Payment Order in Czech Crowns in the Czech Republic**

The Bank shall make available information for the Client about the non-execution of a payment order:

- a) At the Bank's point of sale for an order submitted over the counter or placed in a collection box (in these cases the Bank also sends to business clients a written announcement, if mutually agreed, however such announcement is not sent in case of non-execution of the payment due to insufficient funds on the account);
- b) At the Bank's point of sale for an order submitted via an ATM or payment machine;
- c) By telephone 956 777 956, if this is an order submitted via application SERVIS 24 Internetbanking;
- d) By telephone 956 777 888, if this is an order submitted via application BUSINESS 24 Internetbanking;
- e) By telephone 956 711 711, if this is an order submitted via application MultiCash.

### **22.3 Information about Non-Execution of a Payment Order in Foreign Currency or Abroad**

The Bank shall make available information for the Client about the non-execution of a payment order:

- a) In the Bank's point of sale in the event that this is an order submitted over the counter;
- b) By telephone 956 777 956, if this is an order submitted via application SERVIS 24 Internetbanking;
- c) By telephone 956 777 888, if this is an order submitted via application BUSINESS 24 Internetbanking;
- d) By telephone 956 711 711, if this is an order submitted via application MultiCash.

If the Client is a business client, the Bank also informs the Client of the rejection of a payment order using notices about the non-execution of a credit transfer which is submitted in the following ways:

- a) For an order submitted over the counter at a point of sale of the Bank, a notice is sent by the Bank to the agreed address. If this address is not agreed, the Bank shall send it to any of the addresses stated in the account. If the Bank and Client have agreed that announcements or statements shall be handed over in person at a point of sale of the Bank, the Bank shall submit a notice to the Client who comes to the point of sale;
- b) For an order submitted via a paper form at a point of sale of the Bank, the Bank can also inform the Client via an SMS. If the Client is interested in such a service, it shall state the number of its mobile phone in a specific box in the payment order form;
- c) For an order submitted via application **SERVIS 24** Internetbanking or **BUSINESS 24** Internetbanking, the Bank shall send a notice in the form which the Client selects when submitting the order. At the same time, it can be scrutinised in the summary of notices at any time.

The Bank informs Clients (MultiCash Clients in the case of MultiCash version 3.2) also via the transaction status of any non-execution of a payment order submitted via application MultiCash.

If the Client is a corporate client, the Bank also informs the Client by telephone or a different individually agreed way of any non-execution of an order submitted over the counter, via application **BUSINESS 24** Internetbanking or via application MultiCash.

#### 22.4 Repeated Clearing of a Payment Order

If there are insufficient funds in the payment account on the relevant due date, the Bank shall repeatedly clear the payment order or direct debit as follows:

Type of transfer	Repeated clearing
<b>Payment orders in Czech crowns in accounts in Czech banks</b>	<ul style="list-style-type: none"> <li>– Orders from accounts of business clients take place repeatedly only on the date of entry.</li> <li>– Direct debits from accounts of business clients take place repeatedly in the next 4 calendar days after receipt of the direct debit request.</li> <li>– Orders from accounts of corporate clients take place repeatedly in the next 10 business days after the due date.</li> <li>– Direct debits from accounts of corporate clients take place repeatedly in the next 3 business days after receipt of the direct debit request</li> </ul>
<b>Payment orders abroad and in foreign currencies in the Czech Republic</b>	<ul style="list-style-type: none"> <li>– Orders from accounts of business clients take place repeatedly only on the date of acceptance of the payment order.</li> <li>– Orders from accounts of corporate clients take place repeatedly for 10 business days after the order due date.</li> </ul>

When repeatedly clearing the payment, the Bank shall execute the order with the due date on the processing date. The exchange rate valid during the time of processing shall be applied for conversion. The payment order shall not be executed after the expiry of the agreed deadline, but the Client may enter it again. Repeated clearing does not take place for payment orders executed via a payment card at the point of sale (at a merchant). Certain payment orders submitted through a card (e.g. on self-service filling stations) may be processed by the Bank also partially, i.e. up to the account balance.

## 23. RESOLUTION OF INCORRECT OR UNAUTHORISED PAYMENT TRANSACTIONS

### 23.1 Redress of Incorrect Payment Transaction

If a payment from an account is not credited duly and promptly to the payee's bank account, the Bank shall additionally execute and place the account in the status as if the payment had been executed duly and promptly. Up to such a time before the additionally executed payment is credited to the payee's bank account, the Client is authorised to cancel the payment and the Bank shall place the account in the original status without delay. In case of indirectly initiated payment order the Bank provides the Client with performance, for which is towards the Bank

liable the payment initiation service provider, only if the Bank receives the respective performance from the payment initiation service provider.

If the Bank receives a payment executed in favour of the Client's account and does not credit it to this account duly and promptly, it shall ensure that it is additionally credited and place the account in the status as if the payment was credited duly and promptly.

If the Client is the payee of a payment which was executed at its initiative (such as direct debit), the Bank is liable for the correct and prompt submission of the order for its execution to the payer's bank. If the Client is the payer of a payment which was executed at payee's initiative (such as direct debit), the Bank is liable for its due and prompt execution provided that it also receives the payment order from the payee's bank duly and promptly.

Regardless whether the Bank is liable for the incorrect execution of the transaction or not, it shall exert all possible efforts at the Client's request to find the payment transaction. The Bank shall inform the Client of the result of the investigation in the appropriate manner.

### **23.2 Redress of Unauthorised Payment Transaction**

If a payment transaction is executed without the Client's consent, the Bank shall clear it in favour of the Client's account by the end of next business day at latest after learning of said unauthorised payment transaction, and if this is not possible it shall pay out the relevant sum to the Client in cash (this is not applicable in case of suspicion of fraudulent act of the Client). The Bank shall remedy the unauthorised payment transaction also in the case that it receives the payment order from a payment initiation service provider.

The Client is liable for an unauthorised payment in the following cases:

- a) Loss was caused by the use of a lost or stolen payment instrument, or its misuse; in such case the Client is liable for losses in full amount until the moment when he/she notified the Bank about such fact; however, in the case of card transactions the Client is liable for card transactions, damage and costs arising from the misuse of a lost or stolen payment instrument within a deadline of 48 hours prior to the moment when it reports such fact to the Bank, limited to a maximum sum of EUR 50; in the event of the misuse of a card when the PIN was used, or in the event that the Client acted fraudulently, contrary to the contractual arrangements or generally binding legislation, it is liable for all card transactions, damages and costs;
- b) Loss was caused by fraudulent act of the Client or when, by using the payment instrument, he/she intentionally or due to gross negligence breached the obligation to use the payment instrument in accordance with the agreed terms and conditions, especially the obligation to adopt all reasonable measures for the protection of unique security elements of the payment instrument, or the obligation to inform the Bank without undue delay of the loss, theft or unauthorised use of the payment instrument, in which case the Client is liable for the loss in full amount. Unintentional breach of security rules set out especially in Articles 11. and 14. is a breach of the Client's duty to use the payment instruments in compliance with the agreed conditions due to gross negligence.

However, the Bank shall compensate the Client even in the above - mentioned cases, if the Client has not acted fraudulently and

- a) The loss, theft or misuse of payment instrument is caused by the act of the Bank; or
- b) The loss arose after the loss, theft, misuse or unauthorised use of the payment instrument is reported to the Bank; or
- c) The Bank has not made sure that the Client has at its disposal appropriate means allowing him to report any loss, theft, misuse or unauthorised use of the payment instrument to the Bank; or
- d) The Bank breached the duty to require strong customer authentication.

The Bank does not compensate the loss to the Client, if the Client may not detect the loss, theft or misuse of payment instrument prior to the processing of the unauthorised payment transaction, even if the Client has not acted fraudulently.

### **23.3 Deadline for Enforcing a Complaint for an Incorrect or Unauthorised Payment Transaction**

The Client shall enforce a complaint against the Bank due to an unauthorised or incorrectly executed payment without undue delay after learning of such fact, however within 75 days of the day the funds were deducted from the payment account and, in the case of a card transaction, within 75 days of the use of the card; otherwise, the Client's rights against the Bank shall cease in relation to the unauthorised or incorrectly executed payment

transaction. When enforcing the complaint, the Client shall submit documents relating to the payment which is the subject of the complaint to justify its claim.

Even in cases when the Bank is not obliged to remedy the claimed payment transaction, the Bank shall apply appropriate effort to return the funds from such payment transaction. In such case the Bank may ask for return of funds the price according to its price list.

#### **23.4 Incorrect Unique Identifier**

The payee's unique identifier is the number of the payee's payment account and identification code of its bank. The Client is liable for stating an incorrect unique identifier and this also applies if it states other data about the payee incorrectly. If the payer or payee has stated an incorrect unique identifier, the Bank shall exert all efforts to ensure that the funds of an incorrectly executed payment transaction are refunded to the Client. Upon written request of the Client the Bank shall provide the Client with all data available to the Bank, so that the Client may enforce his/her right against the payee to return the funds. The Bank is authorised to charge a price for helping with such refunds.

#### **23.5 Bank's Obligation to Furnish Proof**

If the Client informs the Bank that it did not authorise a payment or that the payment was executed incorrectly, the Bank is not obliged to prove that the payment order was given, that the payment transaction was correctly recorded and accounted, that the payment transaction was not affected by a technical fault or other failure.

#### **23.6 Corrective Clearing**

If the Bank does not clear a sum or does not use the bank account details in accordance with the Client's order and causes an error in the clearing of a non-cash payment within the Czech Republic in Czech currency, it shall correct it via a corrected clearing in accordance with the Client's order.

## **24. PAYMENT INITIATION SERVICE AND ACCOUNT INFORMATION SERVICE**

#### **24.1 Payment Initiation Service**

Based on this service of the Bank the Client may initiate through the Bank a payment transaction in connection with his/her payment account which is not maintained by the Bank, if such account is accessible online. The Bank shall provide this service through its selected applications of electronic banking and through them the Client may also grant his/her consent that the Bank may provide data about him/her, with the exception of personal security elements, to the payee of such payment transaction. The Client may grant his/her consent with the indirect initiation of payment transaction in such way, that the Client hands over to the Bank his/her personal security elements allocated to the Client by the entity maintaining his/her account from which the respective payment transaction has to be executed. The Bank shall not use the personal security elements of the Client for any other purpose, only for initiation of the payment transaction.

#### **24.2 Account Information Service**

Based on this service the Bank shall process for the Client not only information on payment accounts maintained by the Bank, but also information on payment accounts maintained by other entities, if such accounts are accessible online. So the Client may obtain a complete overview on all of his/her payment accounts maintained by various entities, not only in the Czech Republic, but within the whole EU. The Bank shall provide this service through its selected applications of electronic banking and through them the Client may also grant his/her consent that the Bank may ask for information about his/her payment accounts from entities maintaining such accounts.

# CONCLUDING PROVISIONS

## 25. EFFECTIVENESS

Since 1 January 2014 these GBTCs replace the General Business Terms and Conditions of Česká spořitelna, a.s. of 15 July 2002, as amended, and the Announcement of Česká spořitelna, a.s., on Payment Services and Accounts – Business and Commercial Clients, in relation to a Client who is an entrepreneur or legal entity. This wording of the GBTCs comes into effect on 13 January 2018.

Regarding banking services contracts concluded prior to 1 January 2014 and to which these GBTCs apply the Client and the Bank agreed that the rights and obligations implied by such contracts have been governed by Act No 89/2012 Coll., the Civil Code, from 1 January 2014. The Information of Česká spořitelna, a.s. on Payment Services - Business and Corporate Clients is an annex hereto.

Contracts to which these Business Terms and Conditions apply are governed by the laws of the Czech Republic and lawsuits arising from them shall be decided by the common courts of the Czech Republic.

# INFORMATION ABOUT THE BANK

## **Česká spořitelna, a.s.**

registered office at Prague 4, Olbrachtova 1929/62, PCN: 140 00, incorporated in the Commercial Register of the Municipal Court in Prague, Section B, File 1171

ID: 45244782

VAT No: CZ 699001261

## **Contact information:**

Bank information line: 800 207 207

For calls from abroad +420 956 777 956

E-mail: [csas@csas.cz](mailto:csas@csas.cz),

Website: [www.csas.cz](http://www.csas.cz), [www.erstecorporatebanking.cz](http://www.erstecorporatebanking.cz)

## **Ombudsman of the Česká spořitelna Finance Group:**

Olbrachtova 1929/62, 140 00 Prague 4, [ombudsman@csas.cz](mailto:ombudsman@csas.cz), tel. 956 717 718

Bank code for the payment system: 0800

Bank BIC/SWIFT code: GIBACZPX

Telex: 121010 spdb c, 121624 spdb c, 121605 spdb c

Reuters: SPOPSp.PR

## **Supervisory body:**

Czech National Bank, registered office at Na Příkopě 28, 115 03 Prague 1

## **Main line of business:**

Provision of banking services based on the banking licence according to the Act on Banks No. 21/1992 Coll. which also contains authorisation to provide investment services according to the Business Activities on the Capital Market Act No. 256/2004 Coll.