

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

## **Private Clients**

# TABLE OF CONTENTS

## GENERAL PART

01. Introduction .....	4
02. Proving Your Identity and Our Identification Services .....	4
03. Mutual Communication .....	7
04. Contract Conclusion and Changes .....	8
05. Amendment of Business Terms and Conditions and Other Changes .....	9
06. Contract Termination .....	9
07. Our Prices, Interest Rates, Exchange Rates and Payments in Case of Delay .....	10
08. Other General Conditions for the Provision of Our Services .....	10

## ACCOUNTS

09. General Conditions for Accounts .....	12
10. Accounts for minors and students .....	14
11. Saving accounts .....	15
12. Passbooks .....	15
13. Overdraft .....	16
14. My Healthy Finances .....	17

## PAYMENT CARDS

15. Payment Card Issuance (provision of debit card or card of other type) .....	18
16. Payment Card Usage .....	19
17. Security during Payment Card Usage .....	19
18. Contactless Payment Instruments .....	20

## TELEPHONE AND INTERNET BANKING

19. Basic Provisions for Telephone and Internet Banking .....	21
20. Security in Using Telephone and Internet Banking .....	22
21. Communication via Telephone and Internet Banking .....	24

## PAYMENT SERVICES

22. General Rules for Cash Payments .....	25
23. General Rules for Non-Cash Payments .....	25
24. Payment Order Completion and Submission .....	26
25. Security Limits for Payments and Withdrawals .....	27
26. Payment Order Approval and Revocation .....	27
27. Payment Execution .....	28
28. Payment Order Rejection .....	29
29. Incorrectly Performed or Non-authorized Payments .....	30
30. Payment Initiation Service and Account Information Service .....	32

FINAL NOTE .....	33
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# INTRODUCTION

Dear Clients,

Thank you for choosing Česká spořitelna to take care of your finances. We hope that you always find our services helpful. Our goal is to meet your needs and make you feel good about banking with us. For this reason, we have also strived to draft the document you are reading in a clear and straightforward manner. As such, we will not hide anything from you by putting important information in footnotes or in fine print.

The General Business Terms and Conditions supplement our contracts and describe the rules which are applicable in the most common situations. Should you still be uncertain about how to proceed in some cases, please contact us by calling our free telephone line at 800 207 207 (+420 956 777 901 when calling from abroad) and we will be happy to answer your questions.

You can also always easily obtain the current version of the General Business Terms and Conditions at [www.csas.cz/vop-eng](http://www.csas.cz/vop-eng) or directly from our points of sale.

We wish you great happiness both in your private and professional life and look forward to cooperating with you.

# GENERAL PART

## 1. INTRODUCTION

### 1.1 Why Is It Important to Read Contracts and the Business Terms and Conditions Carefully?

For you to be able to make responsible decisions, you need to know all the information specified in the contract you plan to conclude with us, as well as the information which you will find right in these Business Terms and Conditions.

Further, more detailed conditions regarding individual services and transactions may be stipulated by special business terms and conditions or announcements from us. You will get them when concluding a particular contract and they can also be found on our website. Divergent conditions agreed in the contract, announcement or special business terms and conditions will prevail.

### 1.2 What Are These Business Terms and Conditions about?

These Business Terms and Conditions govern the banking services provided to our clients who are consumers.

The Business Terms and Conditions consist of a General Part and of parts applicable to specific banking services, namely account maintenance, payment card usage, usage of telephone and internet banking, and usage of payment services. Where conditions in the parts for specific bank services differ from those set forth in the General Part, the wording for the specific banking service will prevail.

We provide banking services for you based on individual contracts we conclude with you. Unless we agree otherwise during the conclusion of a specific contract, the contract will be concluded for an indefinite period of time.

## 2. PROVING YOUR IDENTITY AND OUR IDENTIFICATION SERVICES

### 2.1 What Documents Do We Need from You?

Before concluding a contract on banking services and at any time during the contractual relationship we may ask you to identify yourself, usually by providing an ID card or passport. We may also ask you to provide further information and documents in relation to our legal obligations. The provision of our services may be bound by obtaining these documents and information. We assume that when concluding a contract, you act to your own benefit. It is always necessary for you to inform us if you are acting on someone else's behalf.

### 2.2 Can a Person Authorised by You Deal with Us on Your Behalf?

By means of a written Power of Attorney, you can authorise another person to deal with us on your behalf. The Power of Attorney must be sufficiently specific for assessment whether your authorised representative is authorised to act on your behalf in the respective matter. Particularly for security reasons and with a view to the protection of your finances and services, we require that your signature on the Power of Attorney be officially verified, and your representative must prove his identity. We can also verify your signature free of charge at any of our points of sale. We are entitled to ask your authorised representative for all information related to acting on your behalf. It is necessary that you familiarise your authorised representative with the conditions of provision of our services, if he/she utilises our services on your behalf.

### 2.3 What is the Purpose of a Specimen Signature?

We can conclude an agreement to the effect that for some written orders we will verify your identity or the identity of your proxy according to the specimen signature. Your proxy may change his/her specimen signature independently from you. Specimen signatures may be provided only on our form or in other way determined by us and in the presence of a person authorised by our bank.

In respect of written instructions for which we agreed to apply the specimen signature we will check whether the signature on the submitted instruction is identical to the specimen signature and whether it is consistent with the agreed method of signing. If the signature on the instruction differs from the specimen signature or the agreed method of signing or if we have any doubts regarding its authenticity, we can decline the instruction. You will be informed on the rejection of the instruction without delay. Please protect the specimen signature from abuse by third parties.

#### **2.4 What is the purpose of the Biometric Data?**

We can verify your identity or the identity of your representative by means of biometric data (e.g. biometric signature, voice, fingerprint, face), which may be processed by our technologies, provided that such person agrees with it.

#### **2.5 What is the Banking IDentity?**

If you conclude an agreement on Banking IDentity with us, you may use your digital Banking IDentity for communication with us and we will prove your identity by such Banking IDentity when you communicate with us. If you set up your Banking IDentity, you can use it for our selected internet banking applications and third – party applications supported by us with adherence to security rules set out in Article 20. (the list of applications supported by us is available at [www.csas.cz/support-application](http://www.csas.cz/support-application)). In such case you may use selected internet banking applications also in the name of other client, if you are authorised by him to communicate with us via electronic or internet banking. Utilisation of some of our applications may require conclusion of an agreement on banking service.

Your Banking IDentity consists of a unique user name and a unique telephone number chosen by you. You may change these data at our points of sale, or eventually through applications of internet 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, you may not use such a number for your Banking IDentity anymore. In such case, please, notify us your new telephone number, otherwise you will not be able to use your Banking IDentity in full scope.

#### **2.6 Under What Conditions Can Be a Component of Banking IDentity an Electronic Identification Means?**

A component of your Banking IDentity may also be an electronic identification means that meets the technical specifications, standards and procedures for the assurance level “substantial” set by the regulation of the European Union and that according to your election consists of the following authentication factors:

- a) password and SMS (i.e. one-time password sent to you by us in the form of an SMS), or
- b) our security mobile application and PIN or fingerprint or face recognition for login into that application.

Depending on technology development we may provide you also with electronic identification means with other authentication factors. We may provide you also with electronic identification means with assurance level “low” or “high”. We will always inform you about provision of a new electronic identification means.

We will provide you with the electronic identification means, if:

- a) you have a Banking IDentity Agreement with us;
- b) we have verified your identity in one of the ways provided by the Act on Banks for electronic identification means;
- c) we could verify your identity through the National Identification and Authentication Point under the Electronic Identification Act (we verify your identity by the number and the type of your ID document, possibly by other data – e.g. name and surname, date of birth, address of residence, place of birth).

We will not provide you with the electronic identification means, if prior to its provision you inform us in the application George, that you do not want it; if you then subsequently ask for it in the application George, we will provide you with it, if the above conditions are met.

If you meet the conditions for the provision of electronic identification means, we are obliged to enter the identifier of your electronic identification means into the National Identification and Authentication Point. We will inform you about this entry through our internet banking. In your internet banking also check the correctness of your identification data and in case of any discrepancies contact us immediately. We will update your identification data on the basis of information received from the National Identification and Authentication Point, and we will be obliged to use such updated data when providing our services.

We can terminate the validity of your electronic identification means at your request at any time. In such a case, you will be able to continue to use your Banking IDentity in accordance with Article 2.5, until the termination of your Banking IDentity Agreement. If we terminated the validity of your electronic identification means upon your request, it is possible to renew again its validity at your request.

We may also terminate the validity of your electronic identification means, if:

- a) it has been provided on the basis of false data or such data are no longer valid;
- b) you breached any obligation arising from the use of electronic identification means;
- c) you notify us about the misuse or imminent danger of misuse of your electronic identification means or we suspect such misuse or imminent danger of misuse;
- d) we learn from a credible source about the death of the person to whom it has been provided;
- e) we are obliged to do so pursuant to a legal regulation or an effective administrative or court ruling.

If you have installed the security mobile application, which is part of the electronic identification means, on several devices (e.g. smartphone or tablet), we may block its usage also on one device and then you will be able to continue to use your electronic identification means on the remaining device or devices.

We are liable for damage caused by the misuse of electronic identification means in accordance with the Civil Code and the European Union Regulation on Electronic Identification and Trust Services for Electronic Transactions in the Internal Market. If you breach the security and other rules of using the electronic identification means, it may be misused and in such case you will be liable for damage caused to you or to third parties at least until the moment when you notify us about the misuse or imminent danger of misuse of your electronic identification means.

### **2.7 What Are the Security Rules When Using Electronic Identification Means?**

Handle your electronic identification means with due care to minimize any possibility of its misuse. Carefully protect the electronic identification means from loss, theft, misuse and any use by another person. The electronic identification means may not be provided to another person in any circumstances and in any way, it is non-transferable and may only be used by the person we provided them. At the same time we ask that you prevent any change or any other unauthorised intervention which would alter the nature, purpose or characteristics of the electronic identification means. When using your electronic identification means, comply with the same security and other rules that apply to the use of internet banking as set out in Article 20.4. and 20.5.

In your own interest please inform us without delay of any misuse or imminent risk of misuse of your electronic identification means. You can do so via our 24 hours free information line 800 207 207 (+420 956 777 901 when calling from abroad) or at any of our points of sale.

### **2.8 What Other Services Will We Provide to You by Banking Identity?**

Within your Banking IDentity you can use particularly our following identification services:

- a) we confirm your identity to third parties;
- b) we provide or confirm your identification data to third parties;
- c) we provide third parties with information about you or about the services we provide to you;
- d) we enable you to register or log in third-party's applications or websites;
- e) we enable you to perform legal acts electronically (including electronic signatures);
- f) we enable you to create and store electronic documents.

We will provide you with some of the identification services only if you have the electronic identification means. You can also use the electronic identification means to prove your identity to us.

We will disclose information about you to third parties only with your consent and only to the extent you agree in advance. When you use the electronic identification means through the National Identification and Authentication Point, we will give to the National Identification and Authentication Point the directional identifier of your electronic identification means. We will provide information about you to third parties directly or through an identification services provider under the Banking Act. You may use our identification services only when we offer them and we provide our identification services only to third parties who are in a contractual relationship with us or with the identification services provider.

## 3. MUTUAL COMMUNICATION

### 3.1 How Will We Communicate with Each Other?

For the purposes of our mutual communication we will use postal or personal delivery of documents, or, if applicable, electronic means of communication (e-mail, internet banking, telephone, electronic repository for data messages, social networks, websites, chat, etc.). The specific rules of communication for individual services are stipulated in the following parts of these Business Terms and Conditions. You can sign documents using an electronic signature in those cases where we agree on it with you.

### 3.2 When Will We Ask You for an Additional Written Confirmation?

If we obtain a communication or instruction from you in a manner different from the agreed ones, for security reasons we may ask you usually within 3 business days, to deliver such communication or instruction additionally in writing to the concerned point of sale; if we do not receive such written confirmation, we will not consider the concerned communication or instruction binding.

### 3.3 Is Our Mutual Communication Recorded Anywhere?

Yes. This is because we are always required to evidence to you retrospectively the instructions on the basis of which we executed banking transactions. We can record our mutual communication and we can archive these records or documents without any further prior notice.

### 3.4 In What Language Will We Communicate?

The contractual documentation as well as mutual communication is carried out in Czech. Use of another language is possible but only if mutually agreed in written.

### 3.5 What Documents and Signatures Can We Ask You to Provide?

We may require that:

- a) a copy of any original document submitted by you to us be officially verified;
- b) documents issued or officially verified abroad be endorsed by a special verification clause (apostille) or higher-degree verification (superlegalisation) unless stipulated otherwise by an international treaty;
- c) documents in a language other than Czech be submitted together with their official translation into the Czech language; in such a case, we will use the official translation exclusively;
- d) your signature or the signature of your representative which has not been attached in the presence of our employee be officially verified.

We may verify your signature free of charge also with the help of available specimen signature.

### 3.6 Which Address Will We Use?

We may send you the communications and documents in writing to the address specified in the particular contract or to the correspondent address you notified us. If applicable, however, for the purposes of delivery, we can also use another postal address of yours that is known to us. If you give us your phone number, e-mail address or address of other electronic means of communication, we can use them for providing information and sending communications and documents to you. We will verify your identity in the case of a change of your contact information.

### 3.7 Which Changes to Your Details Must Be Always Notified?

For us to be able to provide our services properly, we always need you to notify us without any delay about the following:

- a) changes to ID documents, identification, contact and other details which you have provided to us in relation to banking services;
- b) changes of mobile telephone number being part of your Banking IDentity;
- c) expiry of authorisation or another representation;
- d) events of risk to the conduct of banking transactions, such as loss or theft of personal documents, payment cards, mobile phone containing our internet banking application or mobile phone on which we are sending personal security elements, etc.;

- e) facts or changes which may adversely affect your ability to meet your contractual duties, such as the commencement of insolvency proceedings or execution in respect of your property;
- f) change to the country of your tax domicile;
- g) facts regarding your status 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.

### **3.8 How Can Mistakes in Communication Be Prevented?**

Any of your instructions or notices should be entirely clear and straightforward. Should anything be unclear, we may request confirmation of your instruction or notice, which may result in a delay in its execution.

In order to prevent misunderstandings, please read every message without unnecessary delay, incl. messages delivered via internet banking. Please check the correctness and completeness of account statements, payment confirmations, accepted and executed instructions, and similar messages as soon as possible.

If either of us identifies a substantial error in any communication, account statement, notice or another piece of information, the other party should be notified immediately. We will eliminate the error as soon as practicable and we will inform you thereof. Please inform us as soon as possible if you have not received an account statement or another regular communication from us on the usual date.

### **3.9 What Are the Consequences of Return of Our Letter?**

If the delivery of our letter is frustrated, because you do not collect it, or you refuse its acceptance, or you do not inform us about the change of your address, the 3rd business day upon its dispatch will be considered as the delivery day (in case of sending abroad the 15th business day is applicable).

## **4. CONTRACT CONCLUSION AND CHANGES**

### **4.1 Where and How Can You Conclude a Contract with Us?**

Contracts on banking services are usually concluded at our points of sale. For your comfort, however, it is possible to conclude and change certain contracts also via internet banking, telephone, ATMs, by correspondence or with our business representatives. We will inform you about the exact contract conclusion process when concluding the contract. Signatures of persons acting on our behalf may be replaced in contracts and other documents by printed or mechanical means (e.g. scanned signature or stamp).

Some contracts may also be concluded by the methods noted in our specific offers. For example, you can send us a confirmation SMS message to the specified phone number, activate a payment card or log into an application of internet banking via an access code which we have sent to you. Regarding our method of processing concluded contracts, we cannot accept any method of acceptance of an offer other than the one specified in the offer or any deviation from or amendment to the offer.

Where it is necessary to sign a document electronically in internet banking, it shall be signed on behalf of Česká spořitelna by electronic signature and the respective document may be affixed also by electronic seal. You may sign electronically either using the authorisation code sent to you by us in an authorisation SMS message, or with a unique electronic imprint of a mobile application, or using your electronic certificate. We have agreed that electronic signatures mentioned in this article are considered to be electronic signatures referred to in the law.

If we conclude a contract in a way other than in writing, the offer and acceptance executed in compliance with the offer will be considered to be the effective content of the contract; subsequent written confirmation will not prejudice this content.



## 5. AMENDMENT OF BUSINESS TERMS AND CONDITIONS AND OTHER CHANGES

### 5.1 How Can These Business Terms and Conditions Be Changed?

If laws and other regulations, conditions on financial service markets, technologies or organisational processes change, and regarding the business policy of our bank, we can amend these Business Terms and Conditions, particularly in the sphere of provisions governing the method of concluding, amending and terminating contracts, rules of communication, conditions of individual financial services, requirements for evidencing the authority to deal with us, and information duties.

Should the Business Terms and Conditions change, we will notify you of the change by post, by e-mail, via internet banking, electronic repository for data messages or through a special website whose address will be provided to you in due time. We will notify you of any change no later than two months prior to its coming into effect, and unless you decline the proposed change in writing within this period, the new wording will become binding for both parties.

If you disagree with the change, you can terminate the contract on the payment account, contract or agreement on a payment card, contract or agreement on telephone and internet banking and contract on the consumer loan used for purposes other than housing, including credit cards and overdraft in writing before the effective date of the change with immediate effect. Any other contracts, to which the proposed change shall apply, except for contracts listed in the following paragraph, may be terminated by you in writing with a one-month notice. Until the expiry of the notice period, the rights and obligations implied by the contract terminated in this manner will be governed by the current wording of the Business Terms and Conditions.

Termination mentioned in the previous paragraph cannot be applied to contracts on consumer housing loans and single deposits; if you do not agree with the proposed change of these Business Terms and Conditions, in the case of your rejection in writing the rights and obligations of such a contract will continue to be governed by the current wording of the Business Terms and Conditions.

### 5.2 What Else Can Be Changed?

If we intend to change the business name of a service, change forms, points of sale operations, or implement other changes which do not affect our mutual rights and obligations, it shall not consist of a change to a contract or to these Business Terms and Conditions.

## 6. CONTRACT TERMINATION

### 6.1 How Can You Terminate the Contract?

Our contractual relationships may be terminated upon mutual agreement. The right to terminate a contract by notice or to withdraw from a contract is stipulated further in these business conditions, in particular contracts concluded by us, or by the applicable legal regulations.

### 6.2 Can You Terminate the Contract Immediately after Its Conclusion?

You have the right to withdraw from a contract concluded with us using the means of remote communication or any contract in which you arrange a consumer loan, other than housing loan, within 14 days. We will provide more details on such a right of yours to you when we are concluding such a contract.

## 7. OUR PRICES, INTEREST RATES, EXCHANGE RATES AND PAYMENTS IN CASE OF DELAY

### 7.1 Where Can You Find Our Prices and Interest Rates?

The prices and interest rates payable by you, as well as interest rates payable by us are provided in our price list. Unless we agree otherwise in the contract, we will apply the interest rate or price listed in the price list effective at the time when the service was provided. If publication of agreed reference rate is cancelled, we shall notify a substitute interest rate in our price list. In cases specified in the price list we may also charge third-party prices in addition to our price (we cannot influence the amount of third parties' charges in any way). The price list is available on our website at [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en) and at our points of sale. We may change the price list in the same way as these Business Terms and Conditions (see Article 5.1). Changed charges of third parties may be carried out by us unilaterally without prior notification; the changed charges shall be published by us in our price list without any undue delay. We provide our payment prices for services connected to payment accounts usually in Czech currency in pre-contract information.

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 for which you are paying them, 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.

We can execute a change of an interest rate based on a reference interest rate change unilaterally, without any prior notice. The changed interest rates will be published in our price list without unnecessary delay and in case of home loans we shall send them to you or we shall announce them through internet banking.

### 7.2 What about Exchange Rates of Various Currencies?

For foreign exchange transactions, we use our exchange rates table to convert currencies. We use the "valuta" (foreign currency) rate for cash transactions and the "deviza" (foreign exchange) rate for non-cash transactions. For card payments we will use a special exchange rate list. We are entitled to change our exchange rates unilaterally and without prior notice depending on the development on the market, even several times a day. The exchange rates table applicable at the given time will always be available at [www.csas.cz/en/exchange-rates](http://www.csas.cz/en/exchange-rates) and at selected points of sale which provide foreign-currency transactions.

### 7.3 What Payments We May Require in Case of Your Delay in Payments?

Should you be in default in respect of a due amount, we may charge default interest specified in our price list or as stipulated by law, and in the scope permitted by law we may charge also contractual penalty for default and costs arising to us regarding your default. Such payments are set out in our price list available also at [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en).

### 7.4 What are the Discount Programs?

If you use our services, we may provide to you a discount or loyalty program. Within such a program we, or third parties, will provide discounts or rewards to you. We will inform you about the rules of such specific program in advance.

## 8. OTHER GENERAL CONDITIONS FOR THE PROVISION OF OUR SERVICES

### 8.1 When Can You Contact Our Points of sale?

We provide our services at our points of sale during office hours, which are published both at the respective points of sale and on our website. For your convenience, we offer the possibility to make appointments at selected points of sale via the internet or via mobile application.

## 8.2 Can We Decline a Banking Transaction?

Sometimes legal regulations stipulate certain obligations for us, the observance of which is necessary for us to be able to execute your instructions or other banking transactions. In these cases, we need your full cooperation, otherwise we are entitled, in some cases even obliged, to decline the execution of the transaction. This concern, in particular, the following cases:

- a) if you refuse to provide your identification details and prove your identity or provide further information and documents in compliance with AML regulations, or you do not provide a statement on tax domicile;
- b) if in doubt as to the authenticity, correctness, completeness or validity of documents or information presented for executing a banking transactions, such as a Power of Attorney or an order or discrepancy between the signature and specimen signature;
- c) if in doubt as to the authority of the representative to act on your behalf in the respective matter.

## 8.3 Can We Settle or Offset Our Mutual Receivables and Prices?

We have agreed that we can offset any of our due monetary receivables we have with you against any of your monetary receivables you have with us, regardless whether these receivables are due or not and regardless of their currency and legal relationship which gave rise to them, including offset against a non-due receivable from your account. This concerns any account we maintain for you. A similar right of settlement will also apply to you in respect of your receivables you have with us. We can make an off-set against your receivables arising from an account also without any announcement of such set-off; we will provide information on such settlement in the next account statement.

If you have undertaken to make a payment to our benefit (including the payment of our price for provided services or loan instalments), we can settle the payment against any of your accounts and use the money on the account to execute the payment. We will always inform you of such a step.

## 8.4 Is It Possible to Assign a Receivable or Contract to Another Person?

Your rights and obligations stipulated by contracts on banking services concluded with us may be transferred to a third party only with our prior written consent. Our right to assign a contract on banking services concluded with you or to transfer any of our rights or obligations implied by the contract or to assign our receivable from the contract to a company that is part of our financial group or, in the event of a breach of the contractual obligations on your side, to other persons as well (including provision of necessary information within offering of such assignment or transfer) does not require your further prior approval. We will inform you about any such transfer or assignment.

## 8.5 What about Withholding Taxes?

Where stipulated by legal regulations, we are obliged to withhold taxes. If your statement on tax domicile is not available, we assume that your tax domicile is governed by your permanent residence address. If you have more than one citizenship, always inform us about your tax domicile. If a double taxation avoidance treaty applies to you, please provide us with the relevant documents.

## 8.6 How Can You Solve Your Complaints?

We will welcome your suggestions or complaints that will be communicated to any of our points of sale or to our contact centre on telephone number 800 207 207. If you will not be satisfied with the solution offered by us, you can address the ombudsman of the Česká spořitelna Financial Group with your request for his/her judgement on the matter at the following contacts: Olbrachtova 1929/62, 140 00 Prague 4, ombudsman@csas.cz, tel. 956 717 718.

If your complaint is not satisfied by us, you may also address the Financial Arbiter of the Czech Republic (<https://www.finarbitr.cz/en>). In case of disputes arising from on-line contracts, you may use also the Online Dispute Resolution Platform (<http://ec.europa.eu/consumers/odr/>). You may also submit your complaint regarding our procedures or our services to the Czech National Bank.

# ACCOUNTS

## 9. GENERAL CONDITIONS FOR ACCOUNTS

### 9.1 What Can You Use the Account for?

If you will enter into a bank account contract, we will open and maintain an account for you in the agreed currency. You can deposit cash into the account, have money sent to it, make cash withdrawals or make non-cash transfers. Money is debited from your account on the basis of a payment order, or direct debit. Unless we have agreed otherwise, we will make the payment only if there is enough money on the account. Upon request, we will always provide information and contractual terms and conditions governing your contract on payment account to you.

### 9.2 Can You Authorise Other Persons to Draw Money from the Account?

You may authorise other persons to draw money from the account and you may make such authorisation using our form which may specify also the specimen signature of your authorised representative, or in the internet banking (change of the authorisation will become effective at the latest by the end of the following business day after such change). Powers of Attorney granted on a different form should be used only once. We do not have to accept the authorisation of another person. We will also provide information regarding the account, including oral information about the payments and account balance to the person you authorise to draw money from the account. Authorisation to draw money from the account and authorisation to obtaining information about the payments and account balance does not include an authorisation of your proxy to conclude in your name contracts on payment initiation services or account information services or an authorisation to give consent to us to provide information on the account or its balance to third parties.

### 9.3 When Can We Draw Money from the Account without Your Approval?

Without your approval, we can draw money from your account only:

- a) when offsetting or settling our due receivables from you;
- b) if obliged to do so by law or by a legally effective and enforceable decision of a court, executor or administrative body;
- c) when returning pension credited to the account after the death of the recipient of the pension on the basis of a request submitted by the payer of the pension;
- d) if an announced payment has been credited to your account which, however, is not eventually reimbursed by the payer (until such announced payment is not reimbursed by the payer, we may also block the respective amount on your account).

### 9.4 What Is the Interest Applied to the Account Balance and Debt?

Interest on the money in the account will be applied as of the day of the money is credited until the date preceding the date when the money is debited from the account. Interest is payable on the next business day following its crediting. Unless you have concluded an agreement on special interest rates, the interest rates applied to your money will be those available from our price list ([www.csas.cz/cenik-en](http://www.csas.cz/cenik-en)). The interest on the money in the account is calculated on the basis of an annual interest rate and usually on the basis of the actual number of days and 360- day year or another such duration of the year which has been established for selected foreign currencies or which is customary for the respective service. The interest minus the withholding taxes is credited on the account on the last day of the calendar month or on the account closing date.

If you withdraw cash from your account or you pay with card or if we settle our price against your account, even if there is not enough money on the account or you exceed the overdraft limit without our prior approval or if you fail to pay the overdraft back within the agreed deadline, a non-permitted negative balance arises on the account (non-permitted overdraft). Such arising debt is subject to the respective interest rate and in addition we may also charge other payments connected to your delay according to Article 7.3. Both the interest rate and other payments are specified in our price list available also at [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en).

### **9.5 How Will We Inform about Your Account Balance and Payments?**

We will regularly inform you about your account balance and executed payments for the agreed period by means of printed or electronic account statements. If, for technical reasons, information on payments executed at the end of the agreed period is not specified in the statement, you will find it in the next statement. No statement will be executed for periods during which no payment was made and no interest credited. Above the scope of the agreed account statement we are not obliged to execute a special account statement containing only information on the account balance as at the end of the calendar year. If a third party has issued to you a card-based payment instrument, we will provide information on the balance of your account which is maintained by us and which is accessible through internet banking, only based on your authorisation granted to us through the respective application of internet banking.

We may agree that we will provide you with statements by e-mail or through internet banking. The statements are stored in internet banking for 36 months. If you collect your statement at a point of sale, statements for at least the last 3 months will be available there for you.

If a statement sent by post returns to us as undeliverable, this and further statements will no longer be sent to you and you will be able to collect them at the point of sale which maintains your account. In such a case, we can charge a price for storing your statements at the point of sale according to our price list. You can collect these statements within 3 months of their execution. Thereafter, your statements will no longer be stored.

Upon request, we will issue a copy of a statement and when it is no longer available, we will issue a statement of transactions. In the statement, we will also communicate other important information, e.g. changes to the Business Terms and Conditions.

If a non-permitted negative balance (non-permitted overdraft) arises on your account and it lasts for more than 90 days, we may limit the sending of statements. In the event of the account owner's death, we may limit the sending of statements in order to reduce the costs for the heir of the account owner.

### **9.6 How Can a Bank Account Contract Be Changed and Terminated?**

We may change the contract on payment account in the same way as these Business Terms and Conditions (i.e. according to Article 5.1).

You can terminate your bank account contract at any time by notice in writing without giving any reason. The notice period begins on the notice delivery date and ends on the last day of the calendar month in which the notice has been delivered.

We can also terminate the bank account contract by notice in writing without giving any reason, unless the law requires notification of reason. The notice period begins on the notice delivery date and ends on the last day of the second calendar month following the month in which the notice has been delivered to you. We can also terminate the contract with a longer notice period.

On the last day of existence of an account, we shall not perform payment transactions or provide services where it is not possible due to our technical conditions, therefore please inform yourselves about such restrictions in advance.

The same rules apply to change or termination of a contracted service for the account.

The savings account contract expires also in case, when it has zero or negative balance for at least 12 months.

### **9.7 How Do We Proceed in the Case of the Account Owner's Death?**

In the case of the account owner's death, the bank account contract is not terminated, and we continue to execute payments, except for those which the account owner has specified as no longer to be executed after account owner's death. These payments will be stopped on the business day following the receipt of credible information on his/her death, or on the nearest possible date for cancelling the given type of payment (such as SIPO direct debit).

A power of attorney for withdrawing money will not expire upon the account owner's death, unless specifically stipulated otherwise therein. In respect of powers of attorney granted before 2005, the powers of attorney will, on the contrary, expire, unless they stipulate that they should continue to be effective.

In the case of the account owner's death, the contract will be terminated as of the business day following the date when:

- a) we learn about the death in a credible manner, if the account balance is negative or zero; or
- b) a negative or zero balance arises on the account following a credible notification of the account owner's death, with exception of cases where substitute account is connected to main account (e.g. savings account, subaccount) and we register free financial funds; in such case we terminate substitute account and we transfer its balance to main account, balance may be used for payments from main account.

If the account is inherited by more than one heir, the contract on account expires, when any of the heirs submits a certificate of acquisition of inheritance and asks for settlement of inheritance. 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.

### 9.8 How We Proceed in Case of Execution Against Account?

When an execution against an account is finished, we may charge fees for account maintenance and other services connected with the account that we have not been allowed to charge during the execution, and other costs we have incurred regarding performing duties within the execution. If you ask for payment of funds from the account in compliance with the law, we shall pay such funds only on the basis of your written request; your payment order is not considered to be such a request. You may submit a payment order to settle the debt enforced within an execution only at our point of sale. We may refuse such an order, unless it relates to the amount stated in the execution order or in another document of the issuer of the execution order.

### 9.9 What Are the Consequences of Terminating the Bank Account Contract?

Upon contract termination, we will settle all debts you have with us (including card payments not debited yet to your account) from the money on the account, and we will dispose of the account balance as instructed by you. If we receive no such instructions from you before the contract is terminated, we will keep the balance without applying any interest to it.

### 9.10 What Kind of Accounts Do We Maintain?

In addition to payment accounts where you can deposit money, make cash withdrawals or transfers of money, you can also open deposit or term-deposit accounts.

## 10. ACCOUNTS FOR MINORS AND YOUNG PERSONS

### 10.1 What Are the Rules for the Maintenance of Accounts for Clients under 18 Years of Age?

Type of action	Account owner under 15 years of age	Account owner from 15 to 18 years of age
<b>Contract conclusion and termination</b>	legal guardian	account owner with the consent of the legal guardian, or the legal guardian
<b>Contract amendment, granting or withdrawing a power of attorney</b>	legal guardian	account owner or legal guardian
<b>Application for services for the account</b>	legal guardian who also collects the personal security elements, debit card (card is issued by our bank to clients from 8 years of age)	account owner or legal guardian (change of security limits requires consent of legal guardian)
<b>VCash withdrawal and non-cash transfer</b>	legal guardian or account owner with the consent of the legal guardian (the account owner may, without consent of the legal guardian withdraw cash and transfer money up to the amount of the security limit, if he/she proves his identity)	account owner or legal guardian <sup>1)</sup>

<b>Security limits of cash withdrawal and non-cash transfer<sup>2)</sup></b>	20 000 CZK per calendar month (the limit of 0 CZK applies to passbooks)	20 000 CZK per calendar month (the limit of 0 CZK applies to passbooks) <sup>1)</sup>
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<sup>1)</sup> A child passbook may be opened or cancelled only by a legal guardian and only a legal guardian may withdraw cash from it.

<sup>2)</sup> If the monthly limit has been already used, even as a result of corrective clearing, in such month no more money may be withdrawn from the account.

If you deposit money to your account without the presence of your legal guardian, we may ask for a document proving that you are the owner of the account. If you deposit money to a third person's account, we may ask for your identity card. If you submit a payment order which exceeds the aforementioned security limits, we can decline the order. We can also reject to execute an order if we learn that executing it would be contrary to legal regulations. The aforementioned rules established for legal guardians will apply also to representatives designated by court. The accounts for minors may not be used by legal guardians for their own needs.

## 11. SAVING ACCOUNTS

We may maintain your saving account as a separate one, or as a substitute one to other (main) account.

### 11.1 Peníze stranou Account for Osobní účet České spořitelny II Personal Account

You can open a Peníze stranou (Money-Put-Aside) account to your Osobní účet České spořitelny II, if you negotiated so. If the personal account is closed, the Peníze stranou account will be closed as well and we will disburse the money to account Osobní účet České spořitelny II. If your personal account has negative or zero balance and we have to close it, we can close the Peníze stranou account and transfer its balance to your personal account. The same authorisation form applies to the Peníze stranou account as that of the personal account. Account statements for the Peníze stranou account will be provided to you in the same manner as for the personal account, unless we agree otherwise.

Deposits to and withdrawals from the Peníze stranou account may be conducted only by means of non-cash transfers via the personal account, through telephone and internet banking or at our points of sale. You can deposit your money into the Peníze stranou account by means of single payment orders, standing payment orders or standing orders by which money will be transferred from the personal account if its balance is greater than the given limit. You can withdraw money from the Peníze stranou account by means of a single payment order. If you fail to comply with the aforementioned methods of payment order submission, we can decline your instruction.

We will apply the same interest rate to the Peníze stranou account as that applied to Osobní účet České spořitelny II personal account, unless our price list specifies a different interest rate for this account. The interest will be credited to the Peníze stranou account after the end of the calendar quarter.

## 12. PASSBOOKS

All passbooks issued by us are governed by these Business Terms and Conditions, which replace our previous terms and conditions for passbooks. In a passbook we confirm the deposit of cash into the account and cash withdrawal from the account maintained for the passbook. You can also deposit money to the account in a non-cash manner or via our deposit ATMs; in such a case we will record the amount to the passbook as soon as you present it to us.

You can withdraw cash from the account only if you present the passbook to us. If the withdrawal of cash is bound to a notice, you can terminate the deposit or part of it with the agreed notice period and you can then withdraw cash only within the given period (so called realization period) after the expiry of the notice period. If you carry out a pre-term withdrawal, i.e. before the expiry of the agreed notice period, you lose the right to have the interest on the deposit for the period since the beginning of the given calendar year to the pre-term withdrawal date credited to your passbook.

A power of attorney for the withdrawal of cash from a passbook account does not expire upon the account owner's death, unless explicitly specified otherwise in the power of attorney. However, in respect of powers of attorney granted before 2014, the power of attorney shall expire upon the death of the account owner.

The interest is credited to the account always after the end of the calendar year. Lottery passbooks are not subject to interest; they are included in a lottery in compliance with our effective lottery plan, which is available at [www.csas.cz/herniplan](http://www.csas.cz/herniplan).

Should you lose your passbook or should it be destroyed, we will issue a replacement for you upon written request.

If the account is inherited by one or more heirs, we will disburse the money even without the presentation of the passbook.

The contract on account confirmed with the passbook expires when it has zero balance and concurrently an execution is recorded.

## 13. OVERDRAFT

### 13.1 What Is an Overdraft and How Does It Work?

An overdraft is a type of loan which allows you to exceed the current balance on your account up to an agreed limit. This means that if you have an overdraft, you can withdraw or send money even if you do not have it on your account at the moment. If the overdraft limit is not sufficient for you and you want to exceed it, you need our prior written approval. The overdraft will form a debt which will be subject to an interest rate agreed in our price list (please refer to [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en)). The prices for services and due interest are included in the limit of the permitted overdraft, even if you exceed the limit and a non-permitted negative balance on the account (non-permitted overdraft) arises due to this. You are obliged to pay back the debt from the overdraft under the conditions stipulated by the overdraft contract; on the day following the complete pay-back of the overdraft, the overdraft will be available to you again. The right of account balance overdraft is not transferred to your heirs, if applicable, because we have provided this loan to you only and we cancel the undrawn credit amount as of the date when we are credibly acquainted on your death.

### 13.2 How Can the Overdraft Limit Be Changed?

During the term of the overdraft contract, we can agree to change your limit for the overdraft. There may be a situation when we are forced to reduce or cancel your overdraft limit with immediate effect, particularly if required by our mandatory duty to act with due care, or if you are breaching your obligations towards us.

### 13.3 What Are the Consequences of Non-Compliance with the Obligations and Other Serious Matters?

If it is evidenced that any of your declarations in the overdraft contract or in another document you have provided to us in relation to the conclusion of this contract is false or substantially incomplete, or if you breach any of your important legal obligations towards us (especially it is considered as a breach of important legal obligation if you cause damage to us by your act), we can suspend your right to use the overdraft with immediate effect, to reduce the overdraft limit, to declare any debt arising from the overdraft or part thereof immediately payable, to terminate the overdraft contract with immediate effect or to withdraw from the contract on overdraft. We will inform you of any such measure. We can also apply several measures at one time, if it is, in our professional opinion, necessary for mitigating our risk.

We can proceed in the same way if a situation arises which may, in respect of our obligation to act with due care, have a significant adverse effect on your ability to fulfil your obligations implied by the overdraft contract, particularly if:

- a) we receive a court ruling on a receivable order, execution order or another decision with similar effects;
- b) your financial and property situation after concluding the overdraft contract has deteriorated to a degree which may principally adversely affect your ability to repay the overdraft; or
- c) you are behind on performing your contractual liability or obligation implied by a legal regulation which affects our position or which pertains to the contract concluded between us.



If an insolvency proceedings is commenced against you, your debt from the overdraft becomes payable as of the date of insolvency proceedings commencement. We may agree with you that the overdraft is not due according to the preceding sentence, e.g. if the petition for insolvency proceedings against you is evidently unjustified.

## 14. MY HEALTHY FINANCES

If you are our client, we will provide you with our service My Healthy Finances free of any charge. We will provide you with our financial advisory service within the My Healthy Finances service, i.e. we will provide an analysis of your regular monthly expenses and we will give you suggestions, in which areas you will be able to achieve savings. We will offer you the possibility to meet your financial advisor, who will provide analysis of your regular monthly expenses and will be looking for a solution to achieve further savings. We will provide you with our financial advisory service also through our internet banking applications. In order to gain as big savings as possible, we will also offer you our products and services that we placed in the My Healthy Finances program. Partners of My Healthy Finances program include also other providers of various services and products. These partners of ours can provide you with services and products for advantageous prices. The offer of some products and services for advantageous prices can be attained by fulfilling conditions that will be presented to you in advance. Specific information about the My Healthy Finances program can be found on <https://www.csas.cz/en/personal-finance/my-healthy-finances>.

# PAYMENT CARDS

## 15. PAYMENT CARD ISSUANCE (PROVISION OF DEBIT CARD OR CARD OF OTHER TYPE)

### 15.1 What Is a Payment Card?

A payment card is a debit card, credit card, or card of other type allowing its holder to withdraw cash, pay for goods and services, enter payment orders and hence utilise the money from the respective account. We issue payment cards as physical or virtual ones, usually on the basis of a contract on account or upon special request placed by you or a person authorised by you for this purpose.

You are obliged to use the payment card in compliance with the effective legal regulations of the country where you make the payment.

### 15.2 Who Is the Payment Card Holder?

The holder of the payment card is the person for whom the card has been issued and whose name is usually shown on the card. The card may be used solely by its holder. We will issue the card to you or to a person you authorise to draw money from the account by the card. Each card holder is obliged to observe all of the rules governing the card usage, particularly security rules.

### 15.3 How Is the Payment Card and PIN Handed Over?

We will deliver the payment card to you in the agreed way, e.g.:

- a) by sending to a mailing address in the Czech Republic or abroad by postal parcel;
- b) by hand-over at our point of sale, if we enable it; the payment card will be ready for collection at the selected point of sale for 3 months; thereafter, we may destroy an uncollected payment card; in this case, the price for issuing the payment card is not refunded;
- c) by a courier service in case of express delivery to an address in the Czech Republic;
- d) by sending to internet banking in case of virtual payment cards.

We issue the card inactive, so you may activate the card after receiving it in our ATM, through internet banking, via first payment with entering the PIN, or by another method notified by us. Once you receive your payment card having a signature slip, sign it on the signature slip on the reverse immediately and in a way different from your specimen signature.

To use the payment card, you will need a Personal Identification Number (PIN). We will send the PIN to the card separately in an agreed way, e.g. by post, in the form of an SMS, by courier service or through internet banking.

### 15.4 What Is Automatic Payment Card Renewal?

If you have given us your consent with automatic payment card renewal, we will issue a new card before the expiry of the original card. Renewal of the payment card may have impact on the conditions of its usage, or to other arrangements related to the card. If you want to change your personal data relating to the new card or you are no longer interested in the new card, please notify us to this effect no later than 2 months before the expiry of the current card. Upon automatic payment card renewal or on issuance of a replacement card, depending on our current offer you may receive another type of card. If you do not use the card at all at least during last 6 consecutive months, we are not obliged to issue to you a new card within the automatic renewal.

We issue various types of cards for various types of accounts. If your account type changes, we will issue the corresponding card type upon the next change of your card, or as of another date.

If you allowed that an online merchant remembers the data of your card, such data may be updated after issuing of renewed or substitute card, depending on the conditions of such merchant. Payments you have submitted earlier may be processed.

## 16. PAYMENT CARD USAGE

### 16.1 When Are Payments Made by Cards Settled?

We will settle the payments and withdrawals made by payment cards to your account usually within 1 to 45 days, depending on the type of payment.

### 16.2 How Can You Use the Card?

You may pay with a payment card for services and goods on the internet, or at designated merchants, or optionally withdraw also cash at some of them (cash back service). However, we do not guarantee that a merchant will always accept your card or will always be able to process the payment.

When you withdraw money from an ATM, we will fulfil our obligation to disburse the required amount to you when cash is issued from the ATM. For technical reasons, it is not always possible to release the required amount from the ATM by one drawing.

As regards potential pending payments which have not been settled to the date, the information on the balance for the use of payment card is for orientation only and does not represent the current information on the account balance. Therefore, while using payment card, please, take into consideration your transacted, but not yet booked payments to avoid non-permitted negative balance (non-permitted overdraft) from arising.

We can propose concluding a contract on a certain service to you via ATMs, Payment ATMs, or similar devices. In such a case, the contract is concluded by entering the PIN, which is considered to be the electronic signature in this case.

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

If you use a third - party application for card payments (e.g. digital wallet), we are responsible neither for the usage of such application, nor for information you receive through such application. In case of card payments with using our applications or applications of third parties, do not use technical device (e.g. mobile phone), through which also another person may access such application.

### 16.3 What Can You Find in the Payment Card User Manual?

The Payment Card User Manual contains guidance, instructions for use, and information on using the payment card. The User Manual is available to you at [www.csas.cz/priruckakarty](http://www.csas.cz/priruckakarty) or at our points of sale.

## 17. SECURITY DURING PAYMENT CARD USAGE

### 17.1 Why Is It Necessary to Follow the Security Rules?

Adherence to security rules regarding payment card and personal security elements specified below is absolutely essential to allow us to prevent or mitigate their unauthorised misuse. Unintentional breach of these security rules by the payment 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 we will not be liable for damage caused by the misuse of the card in such case.

### 17.2 How Should You Protect the Personal Security Elements and Payment Cards?

To prevent unauthorised use of your payment card, it is necessary to observe security rules, particularly the obligation to keep your PIN or other security code confidential (namely to refrain from recording the PIN on the payment card, its cardholder or another object you carry together with the payment card, to protect the PIN entry from being observed by other persons, etc.) and the obligation to act in a manner preventing theft, loss or abuse of your payment card. It is also necessary for you to protect your payment card from damage. You may not disclose the data about the payment card based on requests delivered by SMS, e-mail, social network, mail or alike. We do not make such requests; they are always fraudulent ones and never answer to them.

For card payments on the internet you are 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 you. You are obliged to use your own technical device, or a device, which security you have verified in a reliable way. On such device, you are always obliged to use updated versions of operational system, security programs (antivirus, firewall) and internet browser supported by the manufacturer. You are allowed to install and launch programs only from safe and verified sources on your technical device. You are not allowed to open e-mails and attachments of e-mails from suspicious senders.

### **17.3 What to Do When a Payment Card and/or PIN Is Lost, Stolen or Abused?**

For us to be able to minimise potential damage arising from unauthorised use of the payment card it is necessary for you to report its loss, theft or suspected payment card or PIN abuse immediately. You can do so 24 hours a day by calling our toll-free info line at 800 207 207 (+420 956 777 901 when calling from abroad), or personally at any of our points of sale, or through internet banking. The report should include any circumstances associated with the loss, theft or suspected payment card or PIN abuse. If you report by phone, we will give you a blocking code for you as evidence of such report. We will block your card after reporting loss, theft or suspected payment card or PIN abuse without delay.

### **17.4 How We Proceed in Case of Suspected Misuse of a Payment Card?**

If we suspect that your payment card use has been fraudulent or unauthorised, we can block your payment card, lower limits for payment card usage or ask you for its immediate return. We will inform you to this effect in advance or as soon as practicable after the measures were executed. We will contact you by telephone, if you are not available, we will send an SMS message or e-mail, or by other way. If we assume that the reason for taken measures no longer exists, we will enable payment card further use as soon as possible or we will issue a new payment card.

### **17.5 How Do We Ensure Security for Payments Made by Card on the Internet?**

We will ensure the security of certain card transactions on the internet through the 3D Secure system. When using this system, you will confirm your internet payments at secured merchants in agreed way. For security reasons we may suspend the execution of your card payments via the internet:

- a) if you are not registered in the 3D Secure system;
- b) upon repeated, incorrect confirmation;
- c) in internet shops which do not use the 3D Secure system.

We will always inform you of such restrictions.

## **18. CONTACTLESS PAYMENT INSTRUMENTS**

### **18.1 What Are 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). You can use the contactless payment instrument to pay for goods and services by placing it over the relevant device or you may withdraw cash from the respective ATM. While making a payment via a contactless payment instrument you may also be asked to enter your PIN or to use another authorisation method (e.g. gesture, biometric data) for security reasons. In case of cash withdrawal you must always enter the PIN. 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.

# TELEPHONE AND INTERNET BANKING

## 19. BASIC PROVISIONS FOR TELEPHONE AND INTERNET BANKING

### 19.1 What Are the Services of Telephone and Internet Banking?

Services of telephone and internet banking enable to administer accounts, make payments and investments, communicate with us and utilise our other services we provide. We provide services of internet banking through our internet and mobile applications. Only those application are the components of internet banking which you may use with the personal security elements according to these terms and conditions. For details on using services of telephone and internet banking, including technical background and personal security elements, please refer to the User Manual at [www.csas.cz/prirucka-en](http://www.csas.cz/prirucka-en).

You may utilise internet banking, if you arranged for such service or for SERVIS 24 or for Banking IDentity. You may utilise selected internet banking applications through your proxy also if you authorise a person having Banking IDentity to communicate with us via electronic or internet banking. You may utilise telephone banking through selected internet banking applications, or if you arranged for use of voice biometrics, or if you arranged for service SERVIS 24. If you have in a contract arranged for the use of our electronic banking, it is considered to be the use of our internet banking.

We are continuously improving and developing our internet banking services, so we may add new applications into our internet banking and conversely, we may discard current applications from the internet banking. The current list of our internet and mobile applications is available at [www.csas.cz/en/mobile-apps](http://www.csas.cz/en/mobile-apps).

If you use a third - party application in connection with using internet banking, we are responsible neither for the usage of such application, nor for information that you receive through such application.

### 19.2 How Is Telephone and Internet Banking Available to You?

Services of telephone and internet banking are usually available to you 24 hours a day, 7 days a week. We will inform you in advance in a suitable manner about any planned shutdown of these services. In justifiable cases, however, we can also interrupt the provision of these services for the required period of time even without prior notice. We will inform you of such interruption as soon as possible. Limitation of availability of internet banking (including its interfaces) may influence also services of third parties (e.g. account information service providers) in connection with your account.

### 19.3 When Is the Provision of Telephone and Internet Banking Terminated?

We may terminate the provision of telephone and internet banking services for you as well as for all users:

- a) if you or any other user fails to use these services within the period of 120 days of the allocation of the respective personal security elements for telephone and internet banking (this is not applicable if you conclude contract on Banking IDentity);
- b) as soon as we learn from a credible source about the death of the account owner whose account is administered via application of internet banking, if the authorisation to draw money from account via given application is terminated due to the death of account holder;
- c) if we are obliged to do so in compliance with legal regulations;
- d) in the event of cancellation of contract of Banking IDentity.

If a contract on banking services is a condition for the usage of certain services of telephone and internet banking telephone and internet banking and if such a contract is terminated, then we terminate also the provision of the respective service of telephone and internet banking.

### 19.4 What Is e-invoicing/e-document?

In certain applications of internet banking we will enable you and all of the users to receive invoices or other documents in electronic format to the respective application; this applies to invoices and documents from companies the list of which is available in the respective application. If you activate e-invoicing/e-document, you agree with these companies sending you invoices or other documents electronically, with us informing these

companies about your consent and providing them with your identification details, account number and eventually information about the fact that you received an e-invoice or other document, for the purposes of e-invoicing. You can give your 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 us, if it is requested by any of the said issuers. If you do not use this service, you 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.

## 20. SECURITY IN USING TELEPHONE AND INTERNET BANKING

You may use telephone and internet banking only through personal security elements serving for your identification and authentication of the authority to use telephone and internet banking. When using telephone and internet banking you are obliged to adhere to the security rules specified below. If you breach them, you may be liable for the damage incurred by you.

### 20.1 Why Is It Necessary to Follow the Security Rules?

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

### 20.2 What Are the Personal Security Elements for Telephone and Internet Banking?

Personal security elements are unique elements which enable access to telephone and internet banking and their usage. 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, fingerprint, face recognition, voice sample, payment cards provided by us or your PIN code in combination with the mentioned elements. In connection with telephone banking and with particular applications of internet banking you may use only those personal security elements which are designated for such purpose. Personal security elements are non-negotiable and they may be used only by the person to whom we assigned them. If we agree to hand over the personal security element by mail, we will send the data to you to the address provided by you for this purpose. Should the delivery be damaged in any manner, please do not accept it, ask the delivering person to draft a damaged delivery protocol, and inform us without any delay. You can also collect the personal security elements in person at the relevant point of sale. We issue the personal security elements solely for the purposes of their use in relation to telephone and internet banking. If you use them for another purpose, we decline any responsibility for such usage. List of personal security elements offered by us is available at [www.csas.cz/bezpecnostniprvky](http://www.csas.cz/bezpecnostniprvky).

If you arrange for an electronic certificate, you undertake to observe the licence and other terms and conditions of its use. Following issuance of the electronic certificate, please check immediately whether it is completely consistent with your data. If not, please inform us to this effect immediately. Upon your request, we can terminate the validity of the certificate anytime. The validity of the electronic certificate then expires no later than on the first business day following the receipt of your request.

We can also prematurely terminate the validity of the electronic certificate if:

- a) the electronic certificate has been issued on the basis of false data or these data are no longer valid;
- b) you breach any obligation implied by using the certificate;
- c) you notify us of an actual or suspected loss, theft, abuse or any other unauthorised use of your electronic certificate or suspicion about such activity;
- d) we learn from a credible source about the death of the person to whom it has been issued;
- e) we are obliged to do so pursuant to a legal regulation or an effective administrative or court ruling.

You will be charged the price specified in the current price list for the issue and use of the electronic certificate (please refer to [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en)). If the electronic certificate prematurely expires, we do not provide any compensation for the remaining period for which the electronic certificate would have been valid.

### **20.3 How to Protect the Personal Security Elements?**

Carefully protect the personal security elements from loss, theft, and any use by other person. The personal security elements may not be provided to another person in any circumstances and in any way. At the same time we ask that you prevent any change or any other unauthorised intervention which would alter the nature, purpose or characteristics of the issued personal security element.

In your own interest please inform us without delay of any loss, theft, abuse or unauthorised use of the personal security elements. You can do so via our free info line at 800 207 207 (+420 956 777 901 when calling from abroad) or at any of our points of sale.

We will of course issue a confirmation of your notification of the loss, theft, abuse or unauthorised use of personal security elements. It is important that you include all the important information related to the situation in your report. Following your report, we will adopt any necessary measures, including blocking telephone and internet banking, to prevent abuse by unauthorised persons.

We will also limit telephone and internet banking for security reasons, especially if we reasonably suspect that your personal security elements or your device used for utilisation of services of telephone and internet banking have been abused or used in a non-authorized manner, or for the reason of significant increase of risk that you will not be able to repay a loan which may be drawn by an application of internet banking. We will immediately inform you thereof via telephone, SMS, e-mail or in other suitable manner.

### **20.4 What Further Security Rules for Using of Internet Banking are Applicable?**

In your own interest, you are obliged to always carefully adhere to the following security rules, which are absolutely necessary to protect you against misuse of internet banking. Without adherence to them we are not able to sufficiently protect you against unauthorised fraudulent payments from your accounts.

You are not allowed to access the internet banking through technical device, which is publicly accessible (e.g. through a PC in an internet café) or which is unknown for you. You are neither allowed to access the internet banking through technical device (e.g. mobile phone), through which also another person may access your applications of internet banking. Do not allow to other persons to register their biometric elements into your devices or applications. You are obliged to use your own technical device, or a device, which security you have verified in a reliable way prior its use. Never use technical device, if there are any doubts about its security. The chip card with the electronic certificate is only for login and transaction authorisation purposes, in other cases do not leave it in your device and keep it always under your control. You are obliged to log out from the application of internet banking once you stop to use it. Do not use program changes in your device allowing full administrator access and do not access the internet banking through an account with administrator rights. You are always obliged to use on your device only updated, by manufacturer and by us supported versions of operational system, security programs (antivirus, firewall etc.) and internet browser (the list of programs supported by us is in the user guide of telephone and internet banking, which is available at [www.csas.cz/prirucka-en](http://www.csas.cz/prirucka-en)). You are obliged to install and launch only programs from safe and earlier verified sources on your technical device, which cannot contain harmful codes. If it is possible, in your telephone set up prohibition of installations from unknown sources. You are allowed to open neither e-mails nor attachments of e-mails from suspicious senders nor messages with suspicious names or content. Neither answer nor react in other way to such e-mails. Do not access risky web pages through device you are using for access to the internet banking. On Internet do not open references to unknown servers and those you find in suspicious e-mails. As your access password do not choose simple data or data deductible from your identification data. Do not keep your access password in easily readable and accessible form and do not allow the internet browser to remember it. You are obliged to regularly change your access password (at least once per three months) and protect it against disclosure. For your e-mail box use protection against spam.

Your personal security elements enter always only at web pages [george.csas.cz](http://george.csas.cz), [www.servis24.cz](http://www.servis24.cz), [bezpecnost.csas.cz](http://bezpecnost.csas.cz) or into our applications or into the applications of authorised payment initiation service providers or into the applications of authorised account information service providers. Prior entering them always thoroughly verify that you are at these web pages, or that it is our application (the list of our applications is available at [www.csas.cz/en/mobile-apps](http://www.csas.cz/en/mobile-apps)) or that is an application of authorised payment initiation service provider or authorised account information service provider (list of applications is available at [www.csas.cz/aplikacetpp-en](http://www.csas.cz/aplikacetpp-en)). You are obliged to open the internet banking always only from our websites or by typing [george.csas.cz](http://george.csas.cz), [www.servis24.cz](http://www.servis24.cz) or [bezpecnost.csas.cz](http://bezpecnost.csas.cz) into the address bar of the browser or from a link sent by us. Do not search this address by search engine, nor launch from your favourite sites bookmarks. After

login, you are always obliged to carefully acquaint yourself with our warnings on current threats and risks first. If after studying them you identify any threatening risk regarding security of your internet banking, immediately interrupt your access to the application and contact us at the below specified telephone number. Similarly proceed in any other case when you have any suspicion that the security of your internet banking is in danger. Prior to login and during the whole time of login into the internet banking you are obliged to continuously check that the following address appears: <https://www.servis24.cz> or <https://bezpecnost.csas.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](https://www.servis24.cz) or [bezpecnost.csas.cz](https://bezpecnost.csas.cz).

### **20.5 How to Proceed in Case of Misuse of Internet Banking?**

You are obliged immediately notify any suspicion regarding misuse of your internet banking at telephone number 800 207 207 (for calling from abroad +420 956 777 901). Since such moment, or since the moment when we notify you about our suspicion via telephone, SMS message or e-mail, you may not interfere into your technical device used for access to the internet banking in any way (e.g. format disc, install new programs, uninstall programs, delete files etc.) and you are 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 we will provide you with necessary cooperation to verify such suspicion and to avoid further damage. Our experts will provide you with necessary help in this regard. If your internet banking is misused, you are obliged to allow us to carry out an expert review of your technical device. If a criminal proceeding is commenced as a result of your internet banking misuse and the Police of the Czech Republic ensures execution of an expert opinion, you are obliged to provide us with such an opinion without delay.

## **21. COMMUNICATION VIA TELEPHONE AND INTERNET BANKING**

In cases when we offer it to you, you may use telephone and internet banking to conclude contracts on banking services with us or on third-party financial services offered by us, to make changes, or for other communication with us. For this reason you can use telephone and internet banking to comfortably submit a request or offer for contract conclusion or accept our offer, where applicable. In telephone and internet banking we can provide information including our business communications to you. If you do not wish to receive business communications in this manner, you can decline them at any time directly in telephone and internet banking or at any point of sale.



# PAYMENT SERVICES

## 22. GENERAL RULES FOR CASH PAYMENTS

### 22.1 What Types of Cash Payments Do We Carry out?

Pursuant to your payment account contract, we will enable you:

- a) cash deposit at the cash-desks of our points of sale in determined currencies to accounts maintained by us;
- b) cash deposit in Czech crowns via our deposit ATMs using cards issued by us;
- c) cash withdrawal from the account at cash-desks of our points of sale in determined currencies using our form;
- d) cash withdrawal from our ATMs and ATMs of other banks in the Czech Republic and abroad, if your card allows it;
- e) cash withdrawal from the account via a card in other banks in the Czech Republic as well as abroad which are technically equipped for this service, so-called cash advance;
- f) cash withdrawal from the account via a card when paying at selected shops where “Visa Cash Back” or “Mastercard/Maestro Cash Back” is displayed.

We execute cash transactions in CZK and in currencies specified in our exchange rate list. We are not obliged to execute any cash payment without verification of identity of the other party.

### 22.2 How Should You Announce Cash Withdrawals in Specific Cases?

For your safety as well as the safety of our employees, we keep only a certain volume of cash at our points of sale. For this reason it is necessary to announce cash withdrawals which exceed a certain amount, or specific number of coins, or cash withdrawals in less usual foreign currencies, several days in advance. If you plan such cash withdrawal, please notify us in advance using the printed cash withdrawal notice form, via the electronic form available on our website [www.csas.cz/above-limit-cash](http://www.csas.cz/above-limit-cash), via telephone, or in another manner agreed in advance. The current information on limits and periods is available at individual points of sale or at our website at [www.csas.cz/pobocky](http://www.csas.cz/pobocky). If you fail to notify us of a cash withdrawal according to this provision, we may not have the required volume of cash available at the given moment. We shall pay the cash in banknotes available to us.

If you do not notify us of a cash withdrawal in a specific foreign currency in advance, we may, in case of exceptional shortage of banknotes in this currency, offer the disbursement of the required amount or part of it in another (replacement) currency.

## 23. GENERAL RULES FOR NON-CASH PAYMENTS

### 23.1 Based on What Payment Orders Are Non-Cash Payments Performed?

Non-cash payments are conducted on the basis of:

- a) single orders:
  - credit transfer in the form of individual orders (including foreign credit transfer and credit transfer in EUR within the European Economic Area) or multiple orders;
- b) standing orders:
  - credit transfer (including foreign credit transfer and credit transfer in EUR within the European Economic Area);
  - balance regulation (so-called sweep) orders;
- c) single orders:
  - single direct debits in the form of a single order (including direct debit in EUR within the European Economic Area) or multiple direct debits orders;
- d) standing direct debit orders.

### 23.2 What Is Consent to a Direct Debit?

Based on consent to a direct debit, the payee will request for payment (direct debit) of an amount from your account and we will send the amount to them. The direct debit may be granted:

- a) in case of domestic direct debit payments in Czech crowns
  - directly to us or;
  - to the payee for whom we maintain an account and with whom we have agreed on the conditions of making collections to be credited to the payee (we will perform such direct debit only if its performance is not in conflict with other consent to direct debit you have granted directly to us); if you grant consent to the direct debit to another payee or their bank and you do not notify us to this effect, the direct debit will be ineffective towards us and we will not execute the collection; or
- b) in case of direct debit payments within the European Economic Area in euro – you may grant a general consent to perform direct debits in EUR within the European Economic Area for any payee (or you may certain payees exclude) or you may grant single consent for a specific payee.

Unless we agree otherwise, all of your direct debits also have to specify the maximum amount which may be collected from your account within a predefined period of time (e.g. within a calendar month). We can inform the payee or the payee's bank about your direct debit and changes thereto.

### **23.3 When May We Modify the Consent to a Direct Debit or a Payment Order?**

To ensure smooth execution of payments we may, on the basis of the payee's request, execute a multiple change of the payee's account bank details as well as other payment identifiers. If you become our client in compliance with the rules for payment account change, we may regarding your standing orders and direct debits modify the payee's account bank details, provided we agreed on this with such payee. We will always inform you about such modification.

## **24. PAYMENT ORDER COMPLETION AND SUBMISSION**

### **24.1 How Can You Complete a Payment Order?**

To complete a payment order, please proceed in compliance with the rules specified in the Information on Payment Services – Private Clients available on our website at <https://www.csas.cz/platebnisluzby-en> or at our points of sale. Please note that we do not verify the accuracy of data provided in payment orders.

### **24.2 How Can You Submit a Payment Order?**

You can submit a payment order to us in any of the following ways:

- a) using our form by submission at a point of sale;
- b) using a card at an ATM or payment ATM;
- c) paying by card at a merchant or via the internet;
- d) via telephone banking;
- e) via applications of internet banking;
- f) through applications of an authorised payment initiation service provider, if your account is accessible online;
- g) on our form or on other form with the payment order requirements delivered by post or courier, with officially verified your signature;
- h) in another manner based on our offer which you have agreed with us.

### **24.3 What Are the Payment Conditions for Accepting Payment Orders?**

We will accept your payment order provided:

- a) it is specific, clear and contains all the mandatory details;
- b) you submit it within the required time limit;
- c) there is enough money on the account to cover the payment;
- d) the amount of the payment does not exceed the agreed upper limits;
- e) it complies with other legal and agreed conditions.

If on the basis of factors set out by legal regulations we assess a payment with amount above CZK 1 000 000 as a risk one, we will contact you on telephone number which is part of your Banking IDentity. In such case we accept the payment order only on the condition that you confirm its correctness by telephone. If we do not succeed with contacting you by telephone within 3 hours, we will not accept that payment order.

## 25. SECURITY LIMITS FOR PAYMENTS AND WITHDRAWALS

The security limits for payments and withdrawals are specified in the Information of Česká spořitelna, a.s., on Payment Services – Private Clients, which is available on our website at [www.csas.cz/platebnisluzby-en](http://www.csas.cz/platebnisluzby-en) or at our points of sale.

## 26. PAYMENT ORDER APPROVAL AND CANCELLATION

### 26.1 How Can You Grant Your Consent to Execute Payment Transaction?

To execute a payment transaction, we need to obtain your consent in an agreed manner no later than upon the payment order delivery, unless we agree otherwise. By granting your consent, we consider your payment order authorised.

You can grant your consent to execute a payment order as follows:

- a) in writing – we will execute the payment order if we verify your identity (by identity card or specimen signature). If the specimen signature is not available to us or if the signatures are not identical, we will not execute the payment order except when it is evidenced to us in another manner that it is a signature of a person who is authorised to grant consent to execute the payment order;
- b) via internet banking – by using biometric data or the allocated personal security elements (e.g. by entering the authorisation SMS message into the application of internet banking, logging into the application of internet 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 internet banking). You can also use this method to express your consent to execute a payment order for which the payment order has been submitted to us in a different way than via internet banking (e.g. initiated by or via the payee).
- c) via telephone banking - by expressing verbal consent, together with verification of your identity in a way allowed by us; the following is possible: personal security elements, authentication by voice, or commencing of call through our application;
- d) when using a payment card:
  - by entering your PIN or signing the receipt issued by the disbursement or sales point upon making the payment or by placing (inserting) a card to the relevant device, or a combination of these methods;
  - in an ATM or Payment ATM by entering your PIN;
  - when paying by card via the internet by entering the required data specified on your card to the relevant website. If the payment execution also requires entry of your confirmation (3D Secure system), your consent will be expressed by the entry of the card details together with such confirmation;
  - when executing a payment initiated by the payee, e.g. in order to pay for services or goods ordered by you from the payee by providing the relevant details specified on your card to the payee;
- e) when using other contactless payment instruments (such as a contactless label, contactless chip in a mobile phone) by placing the contactless payment instrument over the relevant device and, where applicable, also by other authorisation method (PIN, gesture, biometric data);
- f) in case of cash withdrawal from ATM without using a payment card (if we provide this service) by entering a one-time and temporary code provided by us upon request;
- g) in case of direct debits, also by the granting your consent to the payee for whom we maintain an account and with whom we have agreed on the conditions of executing direct debits to be credited to the payee;
- h) via payment initiation service provider – by use or notification of personal security data allocated by us, or by use or notification of personal securities data allocated by the payment initiation service provider.

### 26.2 How Can You Cancel a Payment Order or Consent to a Payment Order?

You can cancel a payment order or consent to execute a payment order before we accept it in compliance with Article 27.1. The consent with a direct debit or standing order may be cancelled up to the expiry of the operating hours of the day preceding the required date of debiting your account (in case of direct debits in EUR within the European Economic Area you may cancel your consent in the time limits specified in the Information of Česká spořitelna, a.s., on Payment Services – Private Clients, which is available at [www.csas.cz/platebnisluzby-en](http://www.csas.cz/platebnisluzby-en)). A payment order with postponed due date may not be cancelled by you upon the expiry of the operating hours immediately preceding the date on which the payment order is accepted. A payment order given by you through a

payee cannot be cancelled after you hand it over to the payee. An indirectly initiated payment order may not be cancelled after its handover to the payment initiation service provider, regardless whether such payment initiation service provider are we, or another entity.

If we enable you to cancel a payment order even after the expiry of the relevant cancellation period, we do not guarantee that it will be always possible to cancel the payment and refund the money to you. In these cases we can charge a price pursuant to our price list and third-party fees, including our costs arising from exchange rate differences, even if it is not possible to cancel the payment.

### **26.3 Is it Possible to Refund a Previously Executed Direct Debit?**

If at the time of submitting a direct debit no specific payment amount has been determined and at present the payment amount exceeds an amount that you could reasonably expect with regard to the circumstances, you can request a refund of the debited amount within the period of eight weeks from the date on which the money was debited from your account. This does not apply to cases of unexpected changes in exchange rates, if a reference exchange rate has been applied as agreed.

Nevertheless, you do not have this right if you grant your consent to the payment directly and at the same time the information on the exact payment amount has been provided to you by our bank or by the payee or made accessible in an agreed manner for at least four weeks before the payment order was accepted.

If you request a refund of an amount you have approved, we can require any information and documents about compliance with the conditions for refunding the payment from you. We will refund the required amount or decline the refund and inform you of the reasons for rejection within 10 business days of receiving the request. In case of direct debit in EUR within the European Economic Area we will always refund the respective amount to you.

If you are the payee of the collected amount, we may request from you information and documents necessary for assessing compliance with the conditions for refunding the payer. If the conditions for the refund amount are met, we can debit the relevant sum from your account in order to refund it to the payer. If it is not possible to do so because of a lack of money on your account, we can ask you to provide the missing money within a reasonable period. After the expiry of this period we will debit the money from your account, even if a non-permitted negative balance arises (non-permitted overdraft). We may charge such debt with the respective interest rate and in addition to it we may also charge other payments regarding your delay according to Article 7.3. The interest rate as well as other payments is specified in our price list available at [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en).

## **27. PAYMENT EXECUTION**

### **27.1 When Do We Consider a Payment Order Accepted?**

You can deliver payment orders to us within our operating hours on business days. For the definition of business days and operating hours please refer to the Information of Česká spořitelna, a.s., on Payment Services – Private Clients, which is available on our website at [www.csas.cz/platbnisluzby-en](http://www.csas.cz/platbnisluzby-en) or at our points of sale. If you submit the payment order outside our operating hours, we will accept it for processing at the beginning of the operating hours on the next business day.

A payment order is usually considered accepted at the moment when we receive it during the operating hours. If we are to execute the payment order only after certain conditions are met or at the end of a specific period (deferred due date of the payment order), we will consider the payment order accepted only at that time. If such a moment occurs outside our operating hours, the payment order is considered to be accepted for processing at the beginning of operating hours next business day.

If we receive a payment order and there is not enough money on the account at that time, we will consider the payment order accepted only at the time when the necessary money is on the account. If, however, the money is not available within the end of the period for repeated posting referred to in Article 28.3, we will decline the payment order.

### **27.2 How Long Is the Execution Time for Payment?**

The execution time for your payment orders begins at the time the order is accepted. The execution time is defined in the Information of Česká spořitelna, a.s., on Payment Services – Private Clients, which is available on our website at [www.csas.cz/platebnisluzby-en](http://www.csas.cz/platebnisluzby-en) or at our points of sale.

The swiftness of payment execution is influenced also by public holidays in the Czech Republic or abroad as well as by the method of submission. The final crediting of the payment to the payee's account also depends on the periods for processing and on the operating hours of the payee's bank. Information on the execution of a payment order will be displayed on your account no later than on the following business day.

We may accept for you a payment sent from card to card (P2P payment). If we accept such payment, we will credit your account within 30 minutes.

### **27.3 Can Cross-Border Payments and Foreign Currency Payments within the Czech Republic Be Delayed?**

In respect of incoming foreign payments, we check the completeness of data about the payer and payee. If data about the payer or payee in the payment order are incomplete, the payment may be delayed because of the need to identify additional details or return the payment to the foreign payment service provider. This delay is not included in the period regarding payment execution.

### **27.4 What Can We Deduct from the Transferred Amount?**

We can deduct our price for executing the payment from the transferred amount, even before it is credited to your account.

### **27.5 How Do We Inform You About Executed Payments?**

Information about executed payments will be provided on account statements which you have arranged for the relevant account. Upon request, we will provide information on executed payments for the previous calendar month free of charge at any point of sale.

## **28. PAYMENT ORDER REJECTION**

### **28.1 When Do We Have to Decline the Execution of Your Payment Order?**

In the event that any of the conditions for executing your payment order defined in Article 24.3 have not been met, we have to decline the execution of the order. If you submit a multiple payment order but it is not possible to execute all of the items because of lack of money, we will execute only part of the multiple payment order and we may determine the sequence of the individual payments, and decline the remaining ones. We may proceed in the same way if we receive more than one payment order with the same acceptance point of time.

We may refuse payment order submitted through a payment initiation service provider 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 us its identity in compliance with the law.

### **28.2 How Will You Obtain Information on Payment Order Rejections?**

The information on rejection of a payment order in CZK within the Czech Republic, including indirectly initiated payment order, will be sent to you in cases and in ways stipulated in the contract on the account. Otherwise, you will learn about the non-execution of an order from your account statement.

You can also find out the information on rejection of a payment as follows:

- a) at our point of sale if you submitted the order at a point of sale (in this case we also send you a written announcement, if mutually agreed, however such announcement is not sent by us in case of non-execution of the payment due to insufficient funds on the account or in case of exceeding the agreed limits);
- b) at our point of sale if you have submitted the order via ATM or payment ATM;

- c) by telephone at 956 777 956, if you have entered the order via telephone banking;
- d) through checking individually in internet banking;
- e) by another individually arranged method.

We will inform you on rejection of a foreign-currency order or foreign order, including indirectly initiated payment order, as follows:

- a) through SMS or e-mail message, if you have specified the mobile telephone number or the e-mail address in the payment order, or if these data are recorded for your account;
- b) in other cases, we will send a written notice to the agreed address; if you have not specified any address, we will send it to any of the addresses recorded for the account. If you have arranged for a personal collection of notifications or statements at the point of sale, we will give you the notice at your next visit;
- c) in case of orders submitted via internet banking we will send the notice in the form which you have selected during the order entry.

### **28.3 How Do We Perform Repeated Posting of Payment Orders in the Case of a Lack of Money?**

If you enter a payment order in CZK to accounts in Czech banks, but on the due date there is not enough money on your account we will perform repeated posting of the payment or direct debit order as follows:

- a) for orders from an account, the repetition is performed several times on the due date;
  - b) for direct debit payments from an account the repetition is conducted on the three subsequent calendar days following the receipt of the direct debit request;
  - c) SIPO payments have only one repetition on the 20th–22nd day in the month, depending on the business days.
- If you enter a payment order to be sent abroad and in foreign currencies within the Czech Republic, but there is not enough money on your account on the due date, we will carry out repeated posting several times on the due date.

In the case of repeated posting of a payment we will execute your order with the due date on the date of processing. Should currency conversion be necessary, we will use the exchange rate valid at the time of processing. After the expiry of the agreed timeline we will no longer execute the payment order, but you can enter it again. Repeated posting is not conducted for payment orders executed by cards at points of sale, which means that if the card payment in the shop is not immediately successful; the amount will not be debited from the account later. Certain payment orders submitted through a card (e.g. on self-service filling stations) may be processed by us also partially, i.e. up to the account balance.

## **29. INCORRECTLY PERFORMED OR NON-AUTHORISED PAYMENTS**

### **29.1 When We Correct an Incorrectly Executed Payment?**

If a payment from your account has not been credited to the payee's bank account properly and in time, we will additionally ensure it is executed properly and will adjust your account as if we conducted the payment properly and in time. Before such additional payment is credited to the payee's bank account, you can cancel it and we will adjust your payment account to the original balance without delay. We shall remedy the incorrectly executed payment transaction also in the case where we execute it in accordance with payment order that we receive from payment initiation service provider, if it was not executed in accordance with payment order that payment initiation service provider received from you.

If we receive a payment to your account and we fail to credit it to the account properly and in time, we will additionally ensure it is executed properly and will adjust your account as if we credited the payment properly and in time.

If you are the payee of a direct debit, we are responsible for the proper and timely hand-over of the order for its execution to the payer's bank. If you are a direct debit payer, we are responsible for the proper and timely execution of the payment provided that we receive the payment order from the payee's bank properly and in time.

## 29.2 When We Redress an Unauthorised Payment?

If a payment is executed without your consent, we will refund the money to your account or in cash (incl. fee paid for the payment and lost interest) by the end of next business day at the latest after you report the unauthorised payment to us (this is not applicable in case of suspicion of your fraudulent act). We shall remedy the unauthorised payment transaction also in the case that we receive the payment order from a payment initiation service provider.

We are not obliged to refund the full or partial amount of the payment if:

- a) the loss has been incurred by using your lost or stolen payment instrument or abuse thereof; in this case you are liable for losses up to the amount equal to EUR 50;
- b) the loss has been incurred by your fraudulent act or your use of the payment instrument in breach of the obligation to use the payment instrument in compliance with the agreed conditions, particularly the obligation to adopt any adequate measures to protect the unique personal security elements or the obligation to report the loss, theft, abuse or unauthorised use to us without unnecessary delay, with such breach being intentional or arising from gross negligence; in this case you will be fully responsible for the lost amount. Unintentional breach of security rules for usage of payment instruments set out especially in Article 17. and 20. is a breach of duty to use the payment instrument in compliance with the agreed conditions due to gross negligence.

Nevertheless, we will compensate the loss to you even in the aforementioned cases, if you have not acted fraudulently and:

- a) you could not be aware of the loss, theft or misuse of payment instrument before the execution of unauthorised payment, or
- b) the loss, theft or misuse of payment instrument is caused by our act, or
- c) the loss of money has been incurred after the loss, theft, misuse or unauthorised use of your payment instrument has been reported to us, or
- d) we failed to provide you with adequate means for reporting loss, theft, misuse or unauthorised use of your payment instrument, or
- e) we breached the duty to require your strong customer authentication.

## 29.3 How Can You File a Complaint concerning an Incorrect or Unauthorised Payment?

A complaint concerning an unauthorised or incorrectly executed payment should be filed as soon as you become aware of it. If you do not submit your complaint in this time limit, our obligations stipulated by Articles 29.1 and 29.2 of these General Business Terms and Conditions become extinct. These our obligations become extinct also, if you submit your complaint later than 13 months after the date of debiting the money from your account.

When filing a complaint, it is necessary that you provide us with any cooperation and that you present the available documents associated with the disputed payment.

Regardless of whether we are responsible for redress of the incorrectly executed payment or not, we will do our best to find the payment if you request us to do so. We will inform you about the result of our investigation.

## 29.4 What if You Specify an Incorrect Account Number or Bank Code?

The payee's payment account number and the identification code of the payee's bank are the unique identifiers of the payee (in case of mobile payment the identification code is the payee's mobile telephone number). If you specify an incorrect unique identifier of the payee, we will not be responsible for the given payment, which applies also to those cases when you also specify other payee details. Despite this we will do our best to have your money refunded. Upon your written request, we shall provide you with all data available to us, so that you may enforce your right to return the funds against the payee.

As this situation did not involve an error on our part, we can charge a price for our help with the refund according to our current price list. Payments which are sent to a non-existent account number are usually automatically refunded to your account.

## 29.5 What Is Corrective Clearing?

If we do not execute your payment order in CZK within the Czech Republic in the correct amount or to the correct account, we are obliged to correct our error by means of so-called corrective clearing and to adjust the clearing to be consistent with your order.

## 30. PAYMENT INITIATION SERVICE AND ACCOUNT INFORMATION SERVICE

### 30.1 What is Payment Initiation Service?

Based on this our service you may initiate through us a payment in connection with your payment account which we do not maintain, if such account is accessible online. We shall provide you this service through our selected applications of internet banking and through them you may also grant your consent that we may provide data about you, with the exception of personal security elements, to the payee of such payment. You may grant your consent with the indirect initiation of payment in such way, that you hand over to us your personal security elements allocated to you by the entity maintaining your account from which the respective payment has to be executed. We shall not use your personal security elements for any other purpose, only for payment initiation.

### 30.2 What is Account Information Service?

Based on this service we shall process for you not only information on payment accounts that we maintain, but also information on payment accounts maintained by other entities, if such accounts are accessible online. You may therefore obtain a complete overview on all your payment accounts maintained by various entities, not only in the Czech Republic, but within the whole EU. We shall provide this service through our selected applications of internet banking and through them you may also grant your consent that we may ask for information about your payment accounts from entities maintaining such accounts.

### 30.3 How can you use services of third parties, similar to payment initiation service or account information service?

If you wish, in connection with accounts other than payment accounts, utilize services of third parties similar to payment initiation service or account information service, you must notify us your consent with such service in advance. When utilizing such a service you must follow the same rules (e.g. rules for provision of consent with a payment, security rules), as in case of utilization of payment initiation service or account information service provided by a third party.



# FINAL NOTE

## **31.1 When Do These Business Terms and Conditions Take Effect and What is the Governing Law?**

Since 1 January 2014 these Business Terms and Conditions replace the General Business Terms and Conditions of Česká spořitelna, a.s. of July 15 2002, as amended, and the Announcement of Česká spořitelna, a.s., on Payment Services and Accounts – Private Clients, in relation to clients who are consumers. This wording of the Business Terms and Conditions comes into effect on 1 January 2021.

Regarding contracts on our services concluded prior to 1 January 2014 and to which these Business Terms and Conditions apply, we 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. In case of a contract regarding which earlier business terms and conditions have not been terminated, these Business Terms and Conditions replace Business Terms and Conditions of Česká spořitelna, a. s. for Direct Banking, Business Terms and Conditions for Service SERVIS 24 – START, Business Terms and Conditions for Use of Higher Type of Security, General Business Terms and Conditions of Česká spořitelna, a. s. for Deposits Maintained on Passbooks, Business Terms and Conditions of Česká spořitelna, a.s. for Issuing and Using Debit and Prepaid Cards, Business Terms and Conditions for the My Healthy Finance Service, Conditions for Use of Electronic Banking Application George, Conditions for Use of Mobile Banking Application George Go. The Information of Česká spořitelna, a.s. on Payment Services – Private 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.

**Should you have any questions, we will be happy to help you through our info line at 800 207 207 (+420 956 777 901 when calling from abroad) or at any of our points of sale.**

# 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

Česká spořitelna, a.s. is listed in the list of regulated entities of financial markets (list of banks and branches of foreign banks) maintained by the Czech National Bank (available at [www.cnb.cz](http://www.cnb.cz)).

## **Contact information:**

Bank information line: 800 207 207

for calls from abroad +420 956 777 901

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

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

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.