

# BUSINESS TERMS AND CONDITIONS FOR THE PROVISION OF ČSOB CEB SERVICE



## Recitals

Československá obchodní banka, a. s., with its registered seat at Radlická 333/150, 150 57 Prague 5, Id. No. 00001350, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, file No. 46 ("**ČSOB**"), hereby issues these Business Terms and Conditions for the Provision of ČSOB CEB Service (the "**CEB Terms and Conditions**") pursuant to the laws of the Czech Republic, including without limitation, Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"), Act No. 370/2017 Coll., on Payment Systems, as amended (the "**Act on Payment Systems**"), and with reference to Act No. 297/2016 Coll., on Services Fostering Trust in Online Transactions, and Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (the "**Regulation**"). Legal relations between ČSOB and Clients in the provision of the ČSOB CEB service (the "**CEB Service**") shall be governed by the laws of the Czech Republic ("**CR**").

Between 20 July 2018 and 31 December 2018, the migration of clients from the ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service (the "**BB Service**") to the CEB Service will take place. The BB Service will be terminated on 31 December 2018. Due to these changes, the CEB Terms and Conditions are structured as follows:

In Part A of the CEB Terms and Conditions, the business terms and conditions for the provision of the CEB Service are stipulated;

In Part B of the CEB Terms and Conditions, the process of the migration of clients from the BB Service to the CEB Service is stipulated;

In Part C of the CEB Terms and Conditions, the business terms and conditions for the provision of the BB Service are stipulated;

In Part D of the CEB Terms and Conditions, final provisions are stipulated.

## Part A – Business Terms and Conditions for the Provision of ČSOB CEB Service

### I. Definitions and Terms

- 1) **CEB Service** shall be deemed to mean the CEB Virtual Branch and CEB Internet Banking, or other services as may be offered by ČSOB in connection with the CEB Service.
- 2) **CEB Virtual Branch** shall be deemed to mean electronic environment for secure dispatch of Documentation between the Service Holder, through the Authorized Person, and ČSOB.
- 3) **CEB Electronic Banking** shall be deemed to mean the electronic environment wherein the Service Holder can perform payment transactions through the Authorized Person.
- 4) **Client** shall be deemed to mean the Account Holder, the Service Holder and the Authorized Person.
- 5) **Account Holder** shall be deemed to mean a legal entity or a natural person - a business person, or a natural person, of age and possessing full legal capacity, who is the holder of accounts maintained by ČSOB or External Accounts, and who concludes the CEB Provision Agreement with ČSOB.
- 6) **CEB Provision Agreement** shall be deemed to mean the Agreement on the Provision of ČSOB CEB Service concluded by and among the Account Holder and ČSOB, by which the Account Holder authorizes the Service Holder to dispose with funds in its account(s) by way of the CEB Service to the extent provided for in the Authorization - Service Holder. The CEB Terms and Conditions, Identity Terms and Conditions, Terms and Conditions for Accounts and Payments form a part of the CEB Provision Agreement.
- 7) **CEB Terms and Conditions** shall be deemed to mean these Terms and Conditions for the Provision of ČSOB CEB Service.

- 8) **Identity Terms and Conditions** shall be deemed to mean the Business Terms and Conditions for ČSOB Identity
- 9) **Terms and Conditions for Accounts and Payments** shall be deemed to mean, depending on the type of client, the Pre-contract Information and Business Terms and Conditions for Accounts and Payments for People, Pre-contract Information and Business Terms and Conditions for Accounts and Payments for Legal Entities and Entrepreneurial Natural Persons, or Business Terms and Conditions for Accounts and Payments for Corporations and Institutions.
- 10) **Service Holder** shall be deemed to mean a legal entity or a natural person - a business person, or a natural person, of age and possessing full legal capacity, who concludes the CEB Agreement with ČSOB; the Service Holder may be the holder of account(s) (maintained by ČSOB) indicated in the CEB Agreement and/or a person authorized by the Account Holder to use the Service and dispose with the funds in the account(s) of the relevant Account Holder by way of the Service, which person is indicated in the Authorization – Service Holder.
- 11) **CEB Agreement** shall be deemed to mean the Agreement on the Use of the ČSOB CEB Service, concluded by and among ČSOB and the Service Holder, by which the Service Holder grants the Authorized Person:
- Authorization to dispose with funds
  - Limited authorization to dispose with funds
  - Authorization to view accounts
  - Authorization to view credit limits
  - Authorization to close FX deals
  - Authorization to confirm FM deals
  - Authorization for service administration
  - Authorization for legal acts (which may only be granted by a Service Holder who is a legal entity or a natural person - business person)
  - Acting under the law/statutory body (such authorization may only be granted by a Service Holder who is a legal entity or a natural person - business person)

The Authorization for Legal Acts, List of Accounts and ČSOB CEB Service Setting, Authorization - List of Persons, as well as CEB Terms and Conditions, Terms and Conditions for Account Maintenance and Payments, Identity Terms and Conditions and Terms and Conditions for Accounts and Payments shall form a part of the CEB Agreement.

- 12) **Authorized Person** shall be deemed to mean a natural person who is of age and possesses full legal capacity:
- i. to whom the Service Holder granted the following authorizations (power of attorney/authority to act on behalf of the Service Holder to a specific extent) or some of the following Authorizations:
    - Authorization to dispose with funds
    - Limited authorization to dispose with funds
    - Authorization to view accounts
    - Authorization to view credit limits
    - Authorization to close FX deals
    - Authorization to confirm FM deals
    - Authorization for service administration
    - Authorization for legal acts
  - ii. who acts on behalf of the Service Holder by operation of law, including members of the statutory body of a legal entity, and as such is authorized for
    - Acting under the law/statutory body

**Authorization to dispose with funds** shall be deemed to mean the authority of the Authorized Person to take legal acts on behalf of the Service Holder through the CEB Service pursuant to and to the extent of the authorization/authority granted thereto by the Service Holder and set forth in the CEB Agreement, List of Accounts, Authorizations - list of persons, specifically:

- i. to dispose with funds in the account(s) of the Account Holder or the account(s) of the Service Holder who is the holder of the account(s),

- ii. to change of frequency of the statements of account(s) of the Account Holder or the account(s) of the Service Holder who is the holder of the account(s), in electronic form and its format,
- iii. to view statements of account(s) of the Account Holder or the account(s) of the Service Holder who is the holder of the account(s), in electronic form made accessible in the ČSOB CEB Service,
- iv. to create and modify form transfer orders that may be used by all Authorized Persons under the relevant CEB Agreement,
- v. to manage payment cards (in particular as regards changes of limits, changes of payment settings for the internet, card blocking/unblocking, re-issue) issued for the account(s) of the Account Holder and/or Service Holder who is the holder of the account(s), unless stipulated otherwise in the CEB Agreement,
- vi. to view statements of transactions made through cards issued for the account(s) of the Account Holder and/or Service Holder who is the holder of the account(s), in electronic form accessible under the CEB Service.

**Limited authorization to dispose with funds** shall be deemed to mean the authority of the Authorized Person to take legal acts on behalf of the Service Holder through the CEB Service pursuant to and to the extent of the authorization/authority granted thereto by the Service Holder and set forth in the CEB Agreement, List of Accounts, Authorizations - list of persons, specifically:

- i. to dispose with funds in the account(s) of the Account Holder or the account(s) of the Service Holder who is the holder of the account(s),
- ii. to view statements of account(s) of the Account Holder or the account(s) of the Service Holder who is the holder of the account(s), in electronic form made accessible in the ČSOB CEB Service,
- iii. to view statements of transactions made through cards issued for the account(s) of the Account Holder and/or Service Holder who is the holder of the account(s), in electronic form accessible under the ČSOB CEB Service,
- iv. to view payment card settings (in particular as regards the limits set, payment settings for the internet, card blocking/unblocking) issued for the account(s) of the Account Holder and/or Service Holder who is the holder of the account(s).

**Authorization to view accounts** shall be deemed to mean the authority of the Authorized Person to take legal acts on behalf of the Service Holder through the CEB Service pursuant to and to the extent of the authorization/authority granted thereto by the Service Holder and set forth in the CEB Agreement, List of Accounts, Authorizations - list of persons, specifically:

- i. to view statements of account(s) of the Account Holder or the account(s) of the Service Holder who is the holder of the account(s), in electronic form made accessible in the ČSOB CEB Service,
- ii. to view statements of transactions made through cards issued for the account(s) of the Account Holder and/or Service Holder who is the holder of the account(s), in electronic form accessible under the ČSOB CEB Service.

**Authorization to view credit limits** shall be deemed to mean the authority of the Authorized Person to take legal acts on behalf of the Service Holder through the CEB Service pursuant to and to the extent of the authorization/authority granted thereto by the Service Holder and set forth in the CEB Agreement, List of Accounts, and Authorizations - list of persons, specifically:

- i. to view credit limits, withdrawals, outstanding amounts and amounts available on credit, under letters of credit, bank guarantees, commitments and other similar products provided by ČSOB to the Service Holder, in electronic form made accessible in the CEB Service.

**Authorization to close FX deals** shall be deemed to mean the authority of the Authorized Person to take legal acts on behalf of the Service Holder through the CEB Service pursuant to and to the extent of the authorization/authority granted thereto by the Service Holder and set forth in the relevant framework agreement that stipulates trading in financial markets between the Service Holder and ČSOB, and the CEB Agreement, Authorizations - list of persons, specifically:

- to close spot, forward and swap FX deals

**Authorization to confirm FM deals** shall be deemed to mean the authority of the Authorized Person to take legal acts on behalf of the Service Holder through the CEB Service pursuant to and to the extent of the authorization/authority granted thereto by the Service Holder and set forth in the relevant framework agreement that stipulates trading in financial markets between the Service Holder and ČSOB, and the CEB Agreement, Authorizations - list of persons, specifically:

- to confirm deals made in financial markets

**Authorization for service administration** shall be deemed to mean the authority of the Authorized Person to take legal acts on behalf of the Service Holder through the ČSOB CEB Service pursuant to and to the extent of the authorization/authority granted thereto by the Service Holder and set forth in the CEB Agreement, List of Accounts, and Authorizations - list of persons, specifically:

- i. to change of scope of authorization/authority, specifically
  - a. Authorization to dispose with funds
  - b. Limited authorization to dispose with funds
  - c. Authorization to view accounts

granted by the Service Holder to another Authorized Person.

- ii. to revoke authorization/authority, specifically,
  - a. Authorization to dispose with funds
  - b. Limited authorization to dispose with funds
  - c. Authorization to view accounts

granted by the Service Holder to another Authorized Person.

**Authorization for legal acts** shall be deemed to mean the authority of the Authorized Person to take legal acts on behalf of the Service Holder through the ČSOB CEB Service pursuant to and to the extent of the authorization/authority granted thereto by the Service Holder and set forth in the CEB Agreement and Authorization for Legal Acts, and for the sending of Documentation to ČSOB through the CEB Service and/or execution of documents by means of Qualified Electronic Signature.

**Acting under the law/statutory body** shall be deemed to mean the authority of the Authorized Person, including members of the statutory body of a legal entity, to act on behalf of the Service Holder through the ČSOB CEB Service to the extent of sending of Documentation to ČSOB through the CEB Service and/or execution of documents by means of Qualified Electronic Signature.

- 13) **Agreement on Identity** shall be deemed to mean the Agreement on ČSOB Identity concluded by and among ČSOB and an Authorized Person, which includes the Identity Terms and Conditions.
- 14) **CEB Service Activation Agreement** shall be deemed to mean the Agreement on ČSOB CEB Service Activation, concluded by and among ČSOB and the Authorized Person, which includes the CEB Terms and Conditions and Identity Terms and Conditions, and in which the Authorized Person and ČSOB agree on the CEB Service to be provided on an active basis or a passive basis (a preview only); the contractual relationship established by the CEB Service Activation Agreement shall terminate in the event that the contractual relationship established by the Agreement on Identity terminates.
- 15) **CEB Portal** shall be deemed to mean the web pages of the CEB Service which may be accessed through ČSOB's web pages, or directly at <https://ceb.csob.cz>.
- 16) **Mobile Application** shall be deemed to mean the ČSOB CEB Mobile application for smart phones and tablets available from trustworthy sources or, if applicable, sources expressly recommended by the device manufacturer (e.g., App Store, Google Play), through which the CEB Service is provided, when ČSOB makes it accessible.
- 17) **Business Package** shall be deemed to mean a business variant of the CEB Service elected by the Service Holder in the CEB Agreement and specified in more detail at [www.csob.cz](http://www.csob.cz)

- 18) **Document** shall be deemed to mean agreements, applications declarations and other documents sent through the CEB Service, where ČSOB requires a Qualified Electronic Signature of the Service Holder, or of the Authorized Person so authorized (on behalf of the Service Holder). A list of Documents is provided at [www.csob.cz](http://www.csob.cz).
- 19) **Application** shall be deemed to mean an application of the Service Holder for a product and/or service from ČSOB, submitted through the CEB Service, where ČSOB does not require a the sending of Documentation to ČSOB through the CEB Service and/or execution of documents by means of a Qualified Electronic Signature. The list of Applications is provided at [www.csob.cz](http://www.csob.cz).
- 20) **Documentation** shall be deemed to mean Documents and Applications.
- 21) **Certificate** shall be deemed to mean:
- a qualified certificate for an electronic signature within the meaning of the Regulation, issued by První certifikační autorita, a.s., with its registered seat at Podvinný mlýn 2178/6, Prague 9 – Libeň, Zip Code 190 00, Id. No. 26 43 93 95 ("I.CA") (the "**Qualified Certificate**"), and
  - a commercial certificate issued by I.CA (the "**Commercial Certificate**")
  - a commercial certificate issued by Isabel NV, with its registered seat at Boulevard de l'Impératrice, 13-15, 1000 Brussels, Belgium (the "**Isabel NV Certificate**").
- 22) **Qualified Electronic Signature** shall be deemed to mean a qualified electronic signature pursuant to the Regulation or a certified electronic signature within the meaning of repealed Act No. 227/2000 Coll., on Electronic Signature and Amendments to Certain Acts, in the wording in force prior to the entry into force of Act No. 297/2016 Coll., on Services Fostering Trust in Online Transactions, based on a Qualified Certificate.
- 23) **Electronic Seal** shall be deemed to mean an electronic seal within the meaning of the Regulation or an electronic seal within the meaning of repealed Act No. 227/2000 Coll., on Electronic Signature and Amendments to Certain Acts, in the wording in force prior to the entry into force of Act No. 297/2016 Coll., on Services Fostering Trust in Online Transactions.
- 24) **Pricelist** shall be deemed to mean the relevant current list of ČSOB's fees, available on the operating premises of ČSOB's branches and at [www.csob.cz](http://www.csob.cz).
- 25) **Signing Class** shall be deemed to mean the type of signing rights for the authorization of payment transactions, as indicated by the Service Holder in the List of Accounts, which may be assigned by the Service Holder to the individual Authorized Persons.
- 26) **Payment Service Authorization Rules** shall be deemed to mean the setting of rules in individual accounts, as indicated in the relevant List of Accounts, setting the limits and combinations of Signing Classes for the authorization of payment transactions. Authorized Persons authorize payment orders in their sole capacity or in combination with other Authorized Persons in accordance with the Signing Classes assigned to them, the rules set and types of payment services.
- 27) **Payment Service Type** shall be deemed to mean the following for the purposes of CEB Terms and Conditions:
- i. **Payment into accounts listed in the agreement**, which is deemed to mean an order for transfer into accounts indicated in the applicable List of Accounts,
  - ii. **Third Party Payment**, which is deemed to mean an order for transfer into accounts not indicated in the applicable List of Accounts,
  - iii. **collection consent**,
  - iv. **collection orders**,
- and shall be indicated by the Service Holder in the List of Accounts.
- 28) **External Account** shall be deemed to mean a payment account of the Account Holder maintained by another bank, in which funds are deposited with which the Service Holder is authorized to dispose under an agreement between ČSOB, such other bank, the Account Holder and the Service Holder.
- 29) **ČSOB Group** shall be deemed to mean ČSOB and the persons that form a business group together with ČSOB. The current list of the group members can be found at [www.csob.cz/skupina](http://www.csob.cz/skupina).
- 30) **List of Accounts** shall be deemed to mean the List of Accounts and ČSOB CEB Service Settings, which forms a part of the CEB Agreement.

## II. CEB Service

- 1) The Client shall be authorized to use the CEB Service (both the CEB Virtual Branch and CEB Internet Banking) 24 hours a day, 7 days a week.

- 2) The Agreement on the Provision of CEB Service (including the Authorization – Service Holder), CEB Agreement (including the Authorization - List of Persons, List of Accounts, Authorization for legal acts) and the CEB Service Activation Agreement may be signed by the Account Holder, Service Holder, Authorized Person biometrically, i.e., sign it on an electronic tablet or signpad using his/her/its biometric signature. On ČSOB's part, the relevant agreement shall be signed by way of a scanned signature of an authorized representative of ČSOB, by way of a biometric or other signature. Contractual documentation shall enter into force upon its execution by all of the contracting parties, unless the agreement stipulates otherwise. ČSOB shall subsequently attach the Electronic Seal and a qualified time stamp to the documentation, and send it to the Service Holder to the CEB Service, and to the Authorized Person/Account Holder to the ČSOB InternetBanking 24/ČSOB Internet Banking. If the obligation and the relevant contractual relationship with the Service Holder terminate, the Service Holder's contractual or other documentation saved in the CEB Service shall be made inaccessible as of the termination date. If the obligation and the relevant contractual relationship with the Authorized Person/Account Holder terminate, the Authorized Person's/Account Holder's contractual or other documentation relating to the CEB Service in ČSOB InternetBanking 24/ ČSOB Internet Banking shall be made inaccessible as of the termination date. The Account Holder/Service Holder/Authorized Person shall be obliged to save the documentation in a different storage site prior to the date of termination of the contractual relationship.
- 3) The execution of contractual documentation pursuant to Section 34 shall be conditioned on the establishment of the CEB Service with CEB Virtual Branch for the Service Holder, and ČSOB InternetBanking 24/ ČSOB Internet Banking for the Authorized Person/Account Holder.
- 4) The use of the CEB Service by the Authorized Person is conditioned on the conclusion of the Identity Agreement and the CEB Service Activation Agreement.
- 5) Unless stipulated otherwise in the CEB Agreement - List of Accounts attachment, the following functions of the CEB Service are pre-set by ČSOB as follows:
  - a) Four eyes review - not set up
  - b) Modification of imported batch payment files - permitted
  - c) CEB Info (sending of SMS/email messages; can be set up by the Authorized Person) - permitted
  - d) Business Connector (service for automatic download and upload of data from and to accounting software applications) - permitted

### **III. CEB Virtual Branch**

- 1) The provision of the CEB Service through the CEB Virtual Branch is conditioned on the Service Holder having an account with ČSOB.
- 2) ČSOB and the Service Holder (through the Authorized Person authorized for legal acts) may send the Documentation through the CEB Virtual Branch.
- 3) The Service Holder shall be obliged to sign (authorize) the Document using the Qualified Electronic Signature(s) of the Authorized Person(s) so authorized.
- 4) ČSOB shall sign (Authorize) Documents using the Electronic Seal or Qualified Electronic Signature of a ČSOB staff member so authorized.
- 5) An agreement concluded electronically, through the CEB Virtual Branch, shall become effective upon its execution by all the contracting parties, when the agreement is displayed as "approved" at the CEB Virtual Branch, unless the parties agree otherwise.
- 6) If the Service Holder requests that ČSOB change the method and/or frequency of sending of statements of an account maintained by ČSOB and/or delivery addresses through the CEB Virtual Branch, ČSOB shall confirm to the Service Holder that ČSOB has changed the method and/or frequency of sending of statements of an account maintained by ČSOB and/or delivery addresses by displaying the Service Holder's request at the CEB Virtual Branch as "approved".
- 7) The Service Holder shall be entitled to change the Authorization for Legal Acts / Authorization - List of Persons / List of Accounts by a unilateral legal act taken in writing. The Account Holder shall be entitled to change the Authorization - Service Holder by a unilateral legal act taken in writing. ČSOB shall carry out the change of the Authorization for Legal Acts/Authorization - List of Persons/List of Accounts / Authorization - Service Holder in the CEB Service no later than the business day immediately following its delivery to ČSOB.
- 8) ČSOB shall send any and all documents/agreements signed by the Service Holder biometrically or electronically to the CEB Virtual Branch.

- 9) The Service Holder can view and download the Documentation outside the CEB Portal through the CEB Virtual Branch for 18 months from the delivery of the Documentation to ČSOB. The Service Holder shall be obliged to save the Documentation outside the CEB Portal before the period of 18 months elapses. After the elapse of 18 months, the Service Holder may request through the CEB Virtual Branch that ČSOB send the Documentation (through the CEB Virtual Branch); a fee according to the Pricelist shall be charged for this ČSOB service.

#### IV. CEB Internet Banking

- 1) The provision of CEB Internet Banking is conditioned on the Account Holder and/or Service Holder having an account with ČSOB.
- 2) CEB Internet Banking enables the Client
- a. to communicate with ČSOB and to enjoy access to selected products and services of ČSOB (and ČSOB Group)
  - b. to make cashless domestic payments
    - i. by way of one-off, bulk or standing transfer orders, both in CZK and from accounts denominated in foreign currencies,
    - ii. by way of one-off, global or standing collection orders,
    - iii. pursuant to collection consent
  - c. to perform non-documentary payments, i.e.,
    - i. by way of one-off and standing orders for transfers abroad and orders for domestic transfers in foreign currency
    - ii. one-off and standing transfers from/to EU/EEA member states in currencies of EU/EEA member states
  - d. to make transfers between own accounts of the Account Holder/Service Holder who is the account holder
  - e. to request that ČSOB send or receive MT101, MT940 alerts concerning its External Accounts
  - f. to obtain information on any performed, pending or rejected payment transactions.
- 3) The Authorized Person shall have access to any and all information concerning the account(s) the Authorized Person is authorized to dispose with.

#### V. Limits

- 1) The Account Holder, Service Holder, Authorized Person shall be authorized to set the following limits for payments in the CEB Internet Banking:
- a. the Account Holder shall be authorized to set the following limit
    - i. **Account Holder's Limit** – a daily/weekly limit for the transfer of funds from the relevant account of the Account Holder indicated in the Authorization – Service Holder.
  - b. the Service Holder shall be authorized to set the following limits:
    - i. **Service Holder's Limit - a daily/weekly limit for the transfer of funds from the relevant account indicated in the List of Accounts and ČSOB CEB Service setting.**
    - ii. **Individual Transaction Limit** – a limit for an individual payment transaction stipulated in the Payment Service Authorization Rules for the relevant Accounts, indicated in the List of Accounts
    - iii. **Limit for Authorized Person** – a daily/weekly limit for the transfer of funds by the Authorized Person from all the accounts indicated in the Authorization – List of Persons, in which funds with which the Authorized Person is authorized to dispose with are kept
  - c. The Authorized Person shall be authorized to set the following limits:
    - i. **Authorized Person's Limit per authorization method - a weekly limit for a payment transaction authorized by a Certificate, and for a payment transaction authorized by a Smart Key referred to in the CEB Service Activation Agreement. If the CEB Service Activation Agreement does not provide such Authorized Person's Limit per authorization method, ČSOB shall set the Authorized Person's Limit per authorization method as follows:**

- a. no limit for a transaction authorized by a Certificate
  - b. CZK 20,000,000 for a transaction authorized by a Smart Key.
- The maximum Authorized Person's Limit per authorization method for payment transactions authorized by
- a. a Certificate shall be unlimited
  - b. a Smart key shall be CZK 20,000,000.

## **VI. Statements and complaints**

- 1) The Account Holder shall be advised of payment transactions in the account by way of a printed account statement, or in electronic form through the CEB Service.
- 2) The Service Holder may request that statements of account be sent in the form of hard copies or in electronic form through the CEB Service, in formats offered by the CEB Service.
- 3) In the event that the Account Holder agreed with ČSOB that statements of account would be made out and sent electronically, and the contractual relationship pertaining to the account terminates, the last statement of account shall be sent to the Account Holder in writing, by post, to the mailing address provided by the Account Holder to ČSOB.
- 4) ČSOB shall make statements of account of an Account Holder/Service Holder who is the account holder available by electronic means, through the CEB Service, on a monthly basis, in PDF format in Czech, unless agreed otherwise. The Service Holder may request a change of frequency of statements or the format of statements in electronic form through the CEB Service.
- 5) If the Account Holder/Service Holder who is the account holder and ČSOB agreed that statements of account would be made available electronically, such electronic statement of account shall automatically be made available to all the Authorized Persons who are authorized with regard to the relevant account.
- 6) Making an electronic statement of account available to the Authorized Person shall be deemed to constitute the discharge of the obligation arising to ČSOB under the Act on Payment Systems, i.e., to make the statement of account available to the Account Holder/ Service Holder who is the account holder in the agreed manner.
- 7) If the Account Holder/Service Holder who is the account holder and ČSOB agreed in the agreement on the account or other contractual document that statements of account would only be made available electronically, and the electronic statement of account is made available through the CEB Service, then information on the electronic statement of account provided in the agreement on the account or other contractual document concluded with the Account Holder does not have to be in harmony with information input by the Service Holder in the CEB Service; in such case, ČSOB shall act in accordance with the application bearing a later date.
- 8) Statements of account in electronic form are made available in the CEB Service for 24 months.
- 9) The Client shall be obliged to check the statement of account immediately for the flow of reckoning, correctness of the account balance and correctness of the payment transactions performed. If the Client finds any discrepancy in the reckoning, or the absence of reckoning of executable payment orders, the Client shall be obliged to report such defects and request that they be rectified without undue delay upon learning of the defect, or within the term stipulated by applicable legal regulations at the latest.
- 10) ČSOB shall accept and process complaints and claims of Clients in accordance with its Claims Code which is available at ČSOB branches and at [www.csob.cz](http://www.csob.cz).

## **VII. Technical and Security Requirements**

- 1) The Client shall be obliged to install at its own cost, and maintain in a secure and working condition, computer(s) and/or mobile device(s) serving for the use of the CEB Service, in accordance with technical requirements on HW and SW stipulated by ČSOB for the use of the CEB Service by the Client, as set out in manuals and guidelines for the CEB Service published at [www.csob.cz](http://www.csob.cz).
- 2) The Client shall be obliged to have an effective anti-virus protection programme installed, and to carry out a regular anti-virus scan of the computer used for the CEB Service.
- 3) ČSOB shall be entitled to amend user manuals and guidelines unilaterally, depending on the development and modernization of the CEB Service; ČSOB shall inform the Client about any such amendment in advance.



- 4) ČSOB shall not be liable for any malfunction of the CEB Service on the Client's computer and/or mobile device, caused by a third party (for instance, a programme from a different manufacturer, virus, hardware defect of the workstation, etc.), or by vis majeure.
- 5) ČSOB shall not be liable for their security, and as such, a situation where the Client suffers damage due to any misuse of the transmitted messages, will be out of ČSOB's control.

#### **VIII. Authentication of the Authorized Person in the CEB Service and Authorization of a Legal Act Taken by the Client in the CEB Service**

- 1) The Authorized Person shall be authenticated on the CEB Portal by means of elements of the ČSOB identity (as described in the Identity Terms and Conditions, and as agreed in the Agreement on Identity), specifically:
  - a. user name and password, or
  - b. user name, password and Smart Key (when available under the CEB Service), or
  - c. Commercial Certificate (recorded on a chip card) and chip card PIN, or
  - d. Isabel NV Certificate (recorded on a chip card), and chip card password
- 2) The Authorized Person shall be authenticated in the Mobile Application via the Smart Key application and Smart Key PIN (elements of the ČSOB Identity as described in the Identity Terms and Conditions and as agreed in the Agreement on Identity) when made available by ČSOB.
- 3) All the details concerning the use of the individual elements of the ČSOB Identity are provided in the Identity Terms and Conditions.
- 4) When communicating with ČSOB, the Authorized Person shall be authenticated through the Client Centre (as defined in the Identity Terms and Conditions) by means of selected elements of the ČSOB Identity.
- 5) The Service Holder, or the Authorized Person, shall authorize payment transactions in CEB Internet Banking through a Qualified Certificate or Isabel NV Certificate of the Authorized Person or a Smart Key.
- 6) The Service Holder, or the Authorized Person, shall authorize legal acts at the CEB Virtual Branch (where the nature of the act or the CEB Terms and Conditions so require) by the Qualified Electronic Signature of the Authorized Person.

#### **IX. Deadlines**

- 1) Deadlines and terms for the delivery of a transfer order, stipulated by ČSOB, are indicated in the Terms and Conditions for Accounts and Payments, accessible on the premises of all ČSOB branches and at [www.csob.cz](http://www.csob.cz).
- 2) Payment transactions in accounts through the CEB Service shall be performed by ČSOB pursuant to an order placed by a duly authorized/empowered Authorized Person. Payment transactions in accounts must be in compliance with:
  - a. CEB Terms and Conditions, CEB Agreement, Agreement on the Provision of CEB Service, CEB Service Activation Agreement, Identity Agreement
  - b. Terms and Conditions for Accounts and Payments, the relevant account agreement
  - c. legal regulations,
- 3) The Client shall not be entitled to revoke through the CEB Service:
  - a. any transfer (between accounts of one and the same Account Holder),
  - b. any payment transaction on its due date.
- 4) A payment transaction with a future due date, placed through the CEB Service, can be:
  - a. in case of domestic payments, revoked or modified through the CEB Service no later than the day immediately preceding the due date, within the time period stipulated in the Terms and Conditions for Accounts and Payments.
  - b. in case of non-documentary payments, revoked or amended through the CEB Service no later than 6 p.m. on the day immediately preceding the due date.

Authorization by a single Authorized Person (even where the transaction was originally authorized by multiple Authorized Persons) shall suffice for the revocation, i.e., cancellation, of a payment transaction.

Revocation of a transaction by way of a written application for cancellation of the payment transaction, delivered to a ČSOB branch, is possible within time periods provided for in the Terms and Conditions for Accounts and Payments.

## **X. Rights, Obligations and Liability of the Client**

- 1) The Client shall be obliged to become thoroughly acquainted with the CEB Terms and Conditions, and to comply with them, and further, to become acquainted with the relevant user manuals and guidelines relating to the CEB Service and published at [www.csob.cz](http://www.csob.cz), and shall be obliged to follow the procedures stipulated therein.
- 2) The Client shall be obliged to use the CEB Service, communication devices used in connection with the CEB Service (e.g., mobile phone, computer) and the elements of the ČSOB Identity (e.g., user name and password, chip card PIN) in accordance with the CEB Terms and Conditions, Identity Terms and Conditions and security rules published at [bezpecnost.csob.cz](http://bezpecnost.csob.cz).
- 3) The Client shall be obliged to acquaint itself with notices displayed in the CEB Service with regard to amendments to the CEB Terms and Conditions and the Pricelist, and to follow security warnings displayed in the CEB Service.
- 4) The Client shall be entitled to direct its requests and queries concerning the CEB Service to the Client Centre. The Client Centre telephone number is provided on the CEB Portal.

## **XI. Rights, Obligations and Liability of ČSOB**

- 1) ČSOB shall accept from the Client only instructions containing complete data in prescribed formats, authorized in the manner required by ČSOB. ČSOB shall not be liable for any damage resulting from a failure to carry out incomplete or unauthorized instructions. ČSOB shall not be liable for any potential damage caused as a result of erroneous or duplicated instructions given by the Client to ČSOB through the CEB Service.
- 2) The Bank shall inform Clients about current cyber attacks and their manifestations at [bezpecnost.csob.cz](http://bezpecnost.csob.cz), if the Bank possesses such information.
- 3) ČSOB shall not be liable for the impossibility to use the CEB Service, or for the unavailability of the CEB Service, where caused directly or indirectly by causes outside the control of ČSOB or its partners as a result of vis majeure, international sanctions within the meaning of legal regulations on the implementation of international sanctions, natural disasters, hardware defects, computer viruses or other events.
- 4) In the event of any breach of contractual duties, ČSOB shall be liable solely to the Client (and not to any person supposed to have benefitted from the discharge of the agreed duty).
- 5) In the event that the Client's actions are in conflict with the CEB Terms and Conditions, ČSOB shall be entitled to withdraw from the Agreement on the Provision of the CEB Service, CEB Agreement or the CEB Service Activation Agreement, if applicable, without prior notice to the Client.

## **XII. Communication**

- 1) Unless these CEB Terms and Conditions stipulate otherwise, any and all communication between ČSOB and the Client in connection with the Agreement on the Provision of the CEB Service/ CEB Agreement/ CEB Service Activation Agreement shall be governed by the following rules.
- 2) Unless agreed otherwise, communication between ČSOB and the Clients shall be conducted in Czech, as follows:
  - a. in person – by visiting a ČSOB branch,
  - b. by telephone / SMS sent to the Client's mobile device,
  - c. in writing (in the form of hard copies),
  - d. electronically,
  - e. through the CEB Service,
  - f. through the Client Centre.
- 3) Documents to be delivered by a provider of postal services shall be sent by ČSOB:
  - a. to natural persons
    - to the contact address provided in the Agreement on Identity, Agreement on the Provision of the CEB Service, CEB Agreement or the CEB Service Activation Agreement or in other document; the address of a ČSOB branch or a P.O. Box cannot constitute an agreed address,
    - to the permanent residence address; ČSOB shall be entitled to send documents to the permanent residence address in all cases where it deems necessary in light of the circumstances,

- if the Client provides ČSOB a residential address ČSOB shall be entitled to send documents to such residential address as well.
  - b. to natural persons - business persons, and to legal entities to the address of their seat provided in the Agreement on the Provision of the CEB Service, CEB Agreement; the address of a ČSOB branch or a P.O. BOX cannot constitute an agreed address.
- 4) The Client is obliged to ensure that consignments are accepted at the above-mentioned addresses, and the breach of this obligation is considered to be a deliberate failure to accept the consignments. In the case of consignments sent to an agreed address to the addressee only or using a certificate of delivery, which have been returned to ČSOB as undeliverable (irrespective of the reason), the effects of delivery shall occur on the day of its return to ČSOB. Other consignments sent to an agreed address shall be deemed to have been delivered to the Client on the 3rd business day after its dispatch within the Czech Republic, and on the 15th business day if sent abroad. If a document sent to the Client is returned by a provider of postal services as undeliverable, ČSOB shall be entitled to completely terminate the sending of consignments concerning the CEB Service. Effects of delivery shall occur even in case that the Client refuses to take delivery of the document sent.
  - 5) Where documents are submitted in any language other than Czech or Slovak, ČSOB shall be entitled to request that the Client submit a certified translation of such documents, translated at the Client's cost. ČSOB shall not be liable for any default in the performance of the service caused by the necessity to have a document translated.
  - 6) Where documents are made out in a territory of any country other than the Czech Republic, ČSOB requires the Client to have such documents superlegalized by the relevant authorities.

## **Part B – Temporary Provisions on the Migration of Clients from the BB Service to the CEB Service**

- 1) The Clients of the Bank who as of 20 July 2018 have concluded the following agreement(s) with ČSOB:
  - Contract for the Provision of the ČSOB BusinessBanking 24 Service as Account Holders, or
  - Contract for the Use of the ČSOB BusinessBanking 24 Service as Installation Owners, or
  - Agreement on the Activation of ČSOB Electronic Banking Services as Authorized Persons in the ČSOB BusinessBanking 24 Service (the "BB Clients")

will be migrated from the BB Service to the CEB Service between 20 July 2018 and 31 December 2018 in accordance with the procedure described below in Part B of the CEB Terms and Conditions.

- 2)
  - a) The BB Client - Installation Owner who will be migrated from the BB Service to the CEB Service:
    - shall be notified by ČSOB at least one week in advance of the day from which the CEB Service will be available to the BB Client - Installation Owner and of the day on which the provision of the BB Service will be terminated;
    - in the period between the start of the provision of the CEB Service and termination of the BB Service, as described in the previous paragraph, the settings of the BB Service cannot be changed; the BB Client may agree with ČSOB on earlier termination of the BB Service as well as on a change in the settings of the CEB Service;
    - ČSOB shall allow for the simultaneous operation of the BB Service (with unchanged settings) and the CEB Service for at least two months to the clients migrating from 20 July to 31 October 2018 and for a shorter period to the clients migrating from 1 November to 31 December 2018.
  - b) A notification pursuant to Article 2, Part B of the CEB Terms and Conditions will be sent by ČSOB to BB Clients either to the address of the client's registered seat (i.e. by post) or to the client's email address.
- 3)
  - a) BB Clients – Account Holders are provided the CEB Service on the basis of the Contract for the Provision of the ČSOB BusinessBanking 24 Service and the Annex - Authorisation to Dispose of Funds Deposited in Accounts - ČSOB BusinessBanking 24 - Owners of the

Installation, CEB Terms and Conditions, Identity Terms and Conditions, Terms and Conditions for Accounts and Payments.

- b) BB Clients – Installation Owners are provided the CEB Service on the basis of the Contract for the Use of the ČSOB BusinessBanking 24 Service and the Annex - Authorisation to Dispose of Funds Deposited in Accounts - ČSOB BusinessBanking 24 – Authorized Persons, CEB Terms and Conditions, Identity Terms and Conditions, Terms and Conditions for Accounts and Payments.
- c) The condition for the provision of the CEB Service to the BB Client - Authorized Person is that the Authorized Person concludes the Agreement on ČSOB CEB Service Activation and the Agreement on ČSOB Identity, which includes the Identity Terms and Conditions, with ČSOB. These Agreements may be concluded electronically by the Authorized Person at [www.ceb.csob.cz](http://www.ceb.csob.cz).

The BB Client - Authorized Person shall log in to the CEB Service for the first time via

- the Certificate (as defined in Part C of the CEB Terms and Conditions), or
- the Identification Number and PIN (as defined in Part C of the CEB Terms and Conditions), which the BB Client must change to the username and password (as defined in the Identity Terms and Conditions) after the first login to the CEB Service. This username and password will enable the BB Client to log in to the CEB Service later on. (However, the BB Client – Authorized Person shall continue using the Identification Number and PIN to log in to the BB Service.)

- 4) The provision of the CEB Service to BB Clients is stipulated in Part A of the CEB Terms and Conditions.

However, since some of the terms listed in Part A are treated differently in Part C of the CEB Terms and Conditions, the following applies:

- a) the Service Holder as defined in Part A of the CEB Terms And Conditions shall be deemed to mean the Installation Owner as defined in Part C of the CEB Terms and Conditions;
- b) The Agreement on the Provision of ČSOB CEB Service as defined in Part A of the CEB Terms and Conditions shall be deemed to mean the Contract for the Provision of the ČSOB BusinessBanking Service as defined in Part C of the CEB Terms and Conditions;
- c) The CEB Agreement as defined in Part A of the CEB Terms and Conditions shall be deemed to mean the Contract for the Use of the ČSOB BusinessBanking 24 Service as defined in Part C of the CEB Terms and Conditions.

Furthermore,

- d) the BB Client - Authorized Person to whom ČSOB provides the CEB Service is granted the Authorization to dispose with funds, as stipulated in Part A of the CEB Terms and Conditions;
- e) The Main Limit agreed in the Contract for the Provision of the ČSOB BusinessBanking 24 Service (in its attachment) between ČSOB and the Account Holder and the Authorized Person's Limit agreed in the Contract for the Use of the ČSOB BusinessBanking 24 Service (in its attachment) between ČSOB and the Installation Owner remain unchanged in the CEB Service. The limits specified in Article V, Part A of the CEB Terms and Conditions shall not apply to BB Clients in the CEB Service unless the BB Clients newly arrange the limits with ČSOB.

- 5) The Identity Terms and Conditions also apply to the provision of the CEB Service.
- 6) The Agreement on the Activation of ČSOB Electronic Banking Services between ČSOB and the BB Client - Authorized Person shall cease as of the date on which ČSOB terminates the provision of the BB Service to the BB Client - Authorized Person in accordance with Part B of the CEB Terms and Conditions, provided that the BB Client - Authorized Person does not use the ČSOB Electronic Banking Service under this Agreement.

- 7) Part B of the CEB Terms and Conditions takes precedence over the provisions of Part A and C of the CEB Terms and Conditions.

## **Part C – Business Terms and Conditions for the Provision of ČSOB Electronic Banking Service – ČSOB BusinessBanking 24**

### **I. Definition of Some Terms**

1. Client within the meaning of the CEB Terms and Conditions, Part C shall be deemed to mean:
  - a) An Account Holder – a legal entity or natural person who banks with ČSOB. The Account Holder must conclude a Contract for the Provision of ČSOB Electronic Banking –the ČSOB BusinessBanking 24 Service (hereinafter referred to as the “Contract”) with ČSOB stipulating the Installation Owner, the natural person(s) or legal entity/-ies who will be authorized to use the Service and dispose of funds or book-entry securities in the Account Holder’s account(s) by Authorized Persons,
  - b) An Installation Owner – a legal entity or natural person who concludes a Contract for the Use of the ČSOB BusinessBanking 24 Service (hereinafter referred to as the “Contract for the Use of Service”) with ČSOB specifying the persons authorized to use the Service and dispose of funds or book-entry securities in the Account Holder(s)’ account(s). The Contract for the Use of Service will be concluded if the Installation Owner is authorized to use the Service and dispose of funds or book-entry securities in the accounts of at least one ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service Contract concluded between the Account Holder and ČSOB. The Installation Owner can be authorized to use the Service and dispose of funds or book-entry securities in the accounts of several Account Holders,
  - c) An Authorized Person – a private individual listed by the Installation Owner in the Contract for the Use of Service as someone authorized to use the Service and dispose of funds or book-entry securities in the Account Holder(s)’ account(s). An Authorized Person concurrently has access to all data about the account(s) subject to the Service. An Authorized Person can be listed in several Contracts for the Use of Service concluded between ČSOB and the Installation Owner and can be entitled to dispose of funds or book-entry securities in the accounts of several Account Holders. An Authorized Person must conclude an Agreement on the Activation of ČSOB Electronic Banking Services (hereinafter referred to as the “Agreement”) with ČSOB.
2. The Identification Number will be an eight-digit code unambiguously identifying the respective Authorized Person. The Authorized Person will receive the Identification Number when signing the Agreement. If the Authorized Person is provided with an Identification Number before an Agreement is concluded, he will not be given another one.
3. The Installation Owner Number is an eight-digit code (maximum of eight numerical signs) unambiguously identifying the respective Installation Owner. The Installation Owner will receive the Number when signing the Contract for the Use of Service.
4. The Agreement will be the Agreement on the Activation of ČSOB Electronic Banking Services concluded between ČSOB and the Authorized Person pursuant to the valid laws of the Czech Republic; the Accounts and Payments Terms and Conditions form an integral part thereof. The Accounts and Payments Terms and Conditions are available at [www.csob.cz](http://www.csob.cz).
5. The Contract will be the Contract for Provision of the ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service concluded between ČSOB and the Account Holder pursuant to the valid laws of the Czech Republic; the Accounts and Payments Terms and Conditions form an integral part thereof.
6. The Contract for the Use of Service will be the Contract for the Use of the ČSOB BusinessBanking 24 Service concluded between ČSOB and the Installation Owner pursuant to the valid legal order of the Czech Republic, a part of which will be the Accounts and Payments Terms and Conditions.
7. Accounts and Payments Terms and Conditions will be:
  - a) Pre-contract Information and Accounts and Payments Terms and Conditions – People
  - b) Pre-contract Information and Accounts and Payments Terms and Conditions for Legal Entities and Natural Individuals – Entrepreneurs
  - c) Accounts and Payments Terms and Conditions for Corporations and Institutions

8. The Service will include the following Security Elements:
  - c) a PIN (for the chip card) – a four-to-eight-digit code enabling the Authorized Person to use the chip card. A PIN (for the chip card) will be generated separately for each chip card and the Authorized Person will receive it along with the chip card. A PIN (for the chip card) can be changed by the Authorized Person at any time;
  - d) a PUK (for the chip card) – a numerical combination given to the Authorized Person for unblocking the PIN;
  - e) a PIN (for the Identification Number) – a five-digit number generated automatically by the system, through which the Authorized Person will be authenticated. The Authorized Person will receive it in an envelope when signing the Agreement. The Authorized Person can change the PIN at any time.
9. The means of communication for the Service will be:
  - a) a Chip card – a plastic card with an electronic chip for safely keeping and generating a private key and electronic signature certificate. The chip card will include a PIN envelope and information on how to use the chip card.
  - b) Chip card reader – equipment for communication between a PC and a chip card. For more information about using chip cards and chip card readers see the User's Manual available at [www.csob.cz](http://www.csob.cz).
10. ČSOB Group will be ČSOB and all members of the ČSOB holding; the current list is available from [www.csob.cz/skupina](http://www.csob.cz/skupina).
11. Certificate will be:
  - a) Commercial certificate issued by První certifikační autorita, a.s., registered office at Podvinný mlýn 2178/6, 190 00 Prague 9, ID No. 26439395 (hereinafter the "I.CA") (hereinafter the "Commercial Certificate"), and
  - b) Qualified certificate for electronic signatures pursuant to the Regulation (Article 3/15) issued by I.CA (hereinafter the "Qualified Certificate"), saved on a chip card to which the Authorized Person gains access by entering a PIN (to the chip card)
12. A Data Box under these Terms and Conditions is an electronic depository for deliveries from public authorities, interacting with public authorities and deliveries of documents of natural individuals, natural individuals acting as entrepreneurs and legal persons. Data Boxes are established and administered by the Ministry of the Interior (Section 2 of Act No. 300/2008 Coll., on Electronic Transactions and Authorized Conversion of Documents, as subsequently amended).
13. A Convenient Data Box under these Terms and Conditions CEB, Part C is a data box accessible in the ČSOB BusinessBanking 24 service environment.
14. Price List – the current version of the ČSOB Price List is available at ČSOB branches and online at [www.csob.cz](http://www.csob.cz).
15. An instruction will be a Client's Instruction given to ČSOB through the Service to make a Payment Transaction (payment order) or to use products and services provided by ČSOB and/or ČSOB Group.
16. The User's Manual is a set of instructions, manuals, user information and technical specifications of Services and documents of a similar nature, which is available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky).

## **II. Characteristics of the Service**

1. ČSOB BusinessBanking 24 is an electronic banking service providing advantages in communication with ČSOB in real time (online regime) and the option of working in the client application environment without having to connect via the Internet (offline regime). A description of the Service, including the technical requirements (HW and SW equipment) and its use, including the Service application, is given in the User's Manual available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky).
2. The Service enables Clients to communicate with ČSOB continuously (i.e. 7 days a week, 24 hours a day) and have access to selected products and services of ČSOB and ČSOB Group. Using the Service will be identical to standard communication in writing.
3. The Service will be provided in accordance with the written contracts below:
  - Contract between ČSOB and the Account Holder in which the latter specifies one or several Installation Owners,



- Contract for the Use of Service between ČSOB and the Installation Owner in which the latter specifies the Authorized Persons that can use the Service and dispose of funds or book-entry securities in the Account Holder(s)' account(s),
  - Agreement between ČSOB and the Authorized Person. The Agreement will allow the Service(s) to be used by the Authorized Person and output information to be delivered to the Authorized Person.
4. The Service will be provided at the request of the Account Holder.
  5. The Account Holder must have a current account at ČSOB for debiting Service-related fees.
  6. After concluding the Contract, the Account Holder will be allowed to use the Service to communicate with ČSOB and access selected products and services of ČSOB and ČSOB Group via the Installation Owner or Authorized Persons. After concluding the Contract for the Use of Service, the Installation Owner will be allowed to use the Service to communicate with ČSOB and access selected products and services provided by ČSOB and ČSOB Group via Authorized Persons according to the current offer. The products and services provided by ČSOB and/or ČSOB Group will be governed by the respective business terms and conditions and contractual provisions between the Client and ČSOB and/or ČSOB Group unless these Terms and Conditions CEB, Part C stipulate otherwise. Additional services for the automatic sending of information relating to the Client's account, payments and other ČSOB products can be used as part of the Service. A fee will be charged in accordance with the Price List.
  7. The Service will be available in these variations:
    - a) ČSOB BusinessBanking 24 with electronic signature – secured communication with ČSOB via the Internet (both online and offline);
    - b) ČSOB BusinessBanking 24 passive – secured communication with ČSOB via the Internet, only information services (no active operations) (both online and offline);
    - c) ČSOB BusinessBanking 24 Online with electronic signature – secured communication with ČSOB via the Internet (online);
    - d) ČSOB BusinessBanking 24 Online passive – secured communication with ČSOB via the Internet, only information services (no active operations) (online).
  8. The Service will be limited as follows (the limit is per payment transaction):
    - a) The Main Limit, which will be from CZK 0 to any amount. This limit will be specified by the Account Holder when authorizing the Installation Owner to dispose of funds in the Account. The Main Limit is stipulated in the Attachment to the Contract.
    - b) The Authorized Person's (pair of Authorized Persons') Limit will be from CZK 0 to any amount but the Authorized Person's limit will be lower than or equal to the Main Limit. The Installation Owner will specify it for a particular Authorized Person or pair of Authorized Persons. The Authorized Person's Limit is stipulated in the Attachment to the Contract for the Use of Service.
  9. A Payment Transaction – collection orders and permission for SEPA direct debits – sent to ČSOB via the Service will not be subject to the payment limits check (see Paragraph 8 above).
  10. If the internet channel (online regime) is used, the Client will contact the official ČSOB website at [www.csob.cz](http://www.csob.cz), or the direct internet channel <https://bb24.csob.cz>.
  11. Text messages and messages sent by electronic mail are not electronically signed or encrypted.
  12. The Service will be provided in Czech and English. The Authorized Person will specify the language when logging in to the client application.
  13. If ČSOB enables it, the Client can log in to the Internet portals of ČSOB subsidiaries, thus having access to information and services provided by ČSOB subsidiaries (e.g. Penzijní společnost, Hypoteční banka). Client identification details are provided for these purposes.

### **III. Convenient Data Box**

1. A Client who has established a Data Box and has received access data for it can use (in an online regime) the Convenient Data Box service as soon as the Convenient Data Box is activated. The Convenient Data Box will be activated by the Client by connecting the Convenient Data Box and the Data Box in the ČSOB BusinessBanking 24 service by entering his access data to the Data Box. After connecting the Convenient Data Box to the Data Box, the Client can access data messages in his Convenient Data Box directly from the Service application (online regime). After activation, the Convenient Data Box can be shared by several Authorized Persons.

2. Data messages that the Client transfers from a connected Data Box are stored in the Convenient Data Box and the Client can access them throughout the time he uses the Service (online regime), unless the Convenient Data Box is cancelled.
3. The Client can disconnect the Convenient Data Box from the Data Box through the Service. ČSOB is entitled to disconnect a Client's Convenient Data Box from his Data Box if the Client does not use the Convenient Data Box for more than one year. In this case, the Client can access all data messages transferred to this box. However, the Client cannot transfer new data messages to the Convenient Data Box from the Data Box. The Client can reactivate the Convenient Data Box.
4. If the Service ceases to be used, the Convenient Data Box will be cancelled (and disconnected from the Data Box) on the same day; concurrently, all data messages stored in the Convenient Data Box will be irretrievably deleted. If data messages from the Convenient Data Box need to be stored even after the Service is terminated, the Client must store them outside the Service.
5. When using the Convenient Data Box, ČSOB recommends not using the Data Boxes information system web interface for handling data messages in the connected Data Box. If this interface is used, the data messages in the Convenient Data Box may not be registered in full.

#### **IV. Authorized Person Authentication and Authorization of Instructions by the Authorized Person**

1. An Authorized Person must use the Service specified in the Agreement for all accounts for which the Installation Owner has authorized him to use the Service and dispose of funds or book-entry securities in accounts of the Account Holder(s).
2. The Authorized Person is authenticated:
  - a) by the Installation Owner Number in the online section of the Service and:
    - the Identification Number and the PIN,
    - the electronic signature (chip card) and authenticated via the PIN of the chip card (only for the electronic signature variant),
  - b) by the username and password in the offline section of the Service.
3. Orders for the electronic signature variant – in both sections of the Service – are authorized by the electronic signature (chip card and the PIN of the chip card).

#### **V. Rights, Obligations and Responsibilities of the Client**

1. The Client must carefully read and adhere to these Terms and Conditions CEB, Part C and the Accounts and Payments Terms and Conditions. He must also follow the Principles of Safe Use of Electronic Banking that are available at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) and in the User's Manual available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky).
2. The Client must read information messages about changes in the Terms and Conditions CEB, Part C, the Price List and ČSOB internet addresses and monitor informative security messages displayed in the Service and at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost).
3. An Authorized Person will be entitled to use the products and services of ČSOB and/or ČSOB Group via the Service according to the current offer.
4. An Authorized Person uses the Service, the Service Communication Means and Security Elements in compliance with the Terms and Conditions CEB, Part C, the User's Manual and the Principles of Safe Use of Electronic Banking.
5. An Authorized Person must continuously strive to keep all Security Elements confidential to prevent any other person from getting them (PIN or another code) and must not reveal them to any other person. He will not put the Security Elements in an easily readable form, particularly on the means used for communicating with the Service (for example writing the PIN on the chip card), or another item which he keeps or holds together with the Service Communication Means; i.e. he must take all reasonable measures to protect his Security Elements and Service Communication Means. Failing to fulfil these obligations will be considered a serious breach of the Contract and/or Contract for the Use of Service and/or the Agreement pursuant to the provisions of Section 1977 of the Civil Code.
6. If an Authorized Person learns that:
  - a) a third (unauthorized) person knows his Security Elements,



- b) Security Elements or Service Communication Means have been lost or stolen (loss, theft or misuse of the chip card etc.),
  - c) an unauthorized Payment Transaction has been made, i.e. a Payment Transaction for which he had not given an instruction,
  - d) if there are any mistakes or discrepancies in the maintenance of the account for which the Service has been established,
- he must inform ČSOB about this (in person via the branch). Failing to fulfil these obligations will be considered a serious breach of the Contract and/or the Contract for the Use of Service and/or the Agreement pursuant to the provisions of Section 1977 of the Civil Code. ČSOB, after agreement with the Authorized Person, will block access to the Service and agree on additional procedures (for the cases stipulated in Paragraphs c) and d), the provisions of Paragraphs 8 - 10 of Article VIII, Account Statements, Claims, will also apply). The Service cannot be blocked over the phone. However, if the Authorized Person also uses the ČSOB Linka 24 or the ČSOB Phone Banking service, he can block access to both services via a Client Representative on the ČSOB Linka 24 or ČSOB Phone Banking service telephone number (given in the info material), who, after agreement with the Authorized Person, will immediately block access to all established services and agree on additional procedures.
- 7. The Authorized Person must provide ČSOB with the maximum cooperation when measures proposed by ČSOB are taken to remove defects. If the Authorized Person does not accept the proposed measures, ČSOB will not be responsible for any damage the Client may incur because of this.
  - 8. Only the Authorized Person can invalidate the certificate on the chip card via the Internet pages [www.ica.cz](http://www.ica.cz). The password given in the certificate application can be used for this. If the Authorized Person loses the chip card, he must go to a ČSOB branch in person and ask for a new chip card, new PIN and PUK to be issued.
  - 9. If the Authorized Person forgets his Security Elements as follows:
    - a) PIN (for the chip card); he will be entitled to specify a new PIN by the PUK (for the chip card),
    - b) both PIN and PUK (for the chip card); he must go to a ČSOB branch and ask for a new chip card, new PIN and PUK,
    - c) PIN (for the Identification Number); he must go to a ČSOB branch and ask for a new PIN.
  - 10. The Client will be fully responsible for any damage incurred as a result of the loss, theft or misuse of Security Elements or Service Communication Means (for example, the loss of the chip card) until ČSOB is notified.
  - 11. When the Client notifies ČSOB in accordance with Paragraph 6, the Client will no longer be responsible for any damages incurred as a result of the loss, theft or misuse of his Security Elements or Service Communication Means except for fraudulent transactions.
  - 12. The Client will not be responsible for any damage in accordance with Paragraphs 10 and 11 if the Service Communication Means are used without Security Elements for identification and authentication of this means.
  - 13. If, when using the services of the mobile operators T-Mobile (TWIST recharging), O2 (O2 recharging) or Vodafone (Vodafone Card Recharge, payment of invoices), or when using services to a PaySec account (PaySec account charging, Merchant Account charging, direct payment in favour of the Merchant's Account) the Account Holder does not have sufficient funds in his account in the period between entering the request and the actual debiting of the account, ČSOB can charge the Client for using the services of the mobile operators on the understanding that it is a contractually non-agreed overdraft on the account, with the consequences resulting from this.
  - 14. The correspondence address specified by the Authorized Person in the Agreement will be exclusively used for communication with ČSOB on establishing and operating the Service (or other ČSOB Electronic Banking Services, as the case may be). The contact details of the Authorized Person can be changed directly in the Service application or at a ČSOB branch.
  - 15. A notification from the Account Holder about which standing orders and collection authorizations entered via the Service should not be executed after his death must be delivered to any ČSOB branch exclusively in writing.
  - 16. The Client must make sure that the device used to service the account(s) and for the Service (hereinafter the "Device") has:
    - a) an updated operating system (regular updates remove security flaws not discovered earlier but when it is used);
    - b) an updated Internet browser from a recommended SW shown at [www.csob.cz](http://www.csob.cz);

- c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the Device.
17. The Client must:
- a) not download and install programs that can be freely downloaded from the Internet if he cannot be fully sure that they are free of viruses or spyware or that they do not come from a source that is untrustworthy;
  - b) install on tablets and smartphones only programs from trusted sources or those recommended expressly by the Device manufacturer (e.g. App Store, Google Play, Windows Store) and accurately follow the authorization as required by the installed application (e.g. not permit the application to access outgoing messages etc.);
  - c) not principally use a mobile device(s) with settings that have been changed (these changes may affect the security of these devices by reducing their resistance to malware);
  - d) have the Device under permanent control and use all potential security measures to prevent a third party accessing the Device (e.g. securing the Device by a password);
  - e) use exclusively a trusted and properly secured Device (e.g. not a public computer with Internet access which does not provide an adequate level of security) according to the ČSOB technical requirements for seamless use of the Service specified in the User's Manual, available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky);
  - f) before logging to the Service, verify whether the ČSOB server address complies with the <https://bb24.csob.cz> address and whether the certificate of the (web) site (a certificate verifying the ownership of the address for ČSOB – the current certificate issuer is provided on <https://www.csob.cz/certifikaty>) is valid; if he is not sure about the address or the validity of the certificate, the Client must not carry out any actions/transactions and must not enter any Security Elements but must contact the Electronic Banking Helpdesk.
18. The Client must know about the security of the Service, in particular:
- a) the methods used for logging in and authorizing operations;
  - b) the options for setting Security Elements, as the Bank allows, in particular the recommendation of not using simple passwords or those that can be derived from his information;
  - c) the options for setting safety limits to limit the amount of Payment Transactions: see Paragraphs 8 and 9 of Article II. Characteristics of the Service of these Terms and Conditions CEB, Part C.
  - d) the method used for communicating with ČSOB (e.g. no reaction to e-mail messages with a suspicious title and content, especially when personal data, passwords, PIN codes, payment card numbers etc. need to be disclosed);
  - e) safe behaviour on the Internet (e.g. not opening documents attached to suspicious email messages or not clicking on the links they contain. All suspicious reports must not be opened at all and should be deleted immediately);
  - f) the procedure for the loss, theft or disclosure of Security Elements or digital certificates or the loss or theft of the mobile device, i.e. inform ČSOB immediately about the current situation and ask for access to the Service to be blocked in accordance with Paragraph 6 hereof; for a mobile device ask the operator to block the SIM card;
  - g) the Principles of Safe Use of Electronic Banking, available at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost), and adhere to them.
19. The Client will be fully responsible for any damage incurred as a result of a breach of his obligations specified in Paragraphs 16-18 of this Article of the Terms and Conditions CEB, Part C.

## **VI. Rights, Obligations and Responsibilities of ČSOB**

1. ČSOB will give Service Security Elements only to the Authorized Person; they cannot be given to any other person, not even against a power of attorney. Security elements can be sent/handed over to the Authorized Person also electronically or in writing, when enabled by ČSOB. ČSOB will provide Clients with the necessary information so that they can report the loss, theft or unauthorized use of a means of payment (Service Communication Means and Security Elements) at any time.
- ČSOB will provide the Client (at his request) with a document, proving for 18 months from the notification of the facts that he has made a notification under Paragraph 6b), Article V (Rights, Responsibilities and Obligations of the Client) of these Terms and Conditions CEB, Part C.

2. After receiving the notification of the facts in accordance with Paragraph 6, Article V (Rights, Responsibilities and Obligations of the Client), ČSOB will take all reasonable measures to stop further use of the Service even if the Authorized Person is guilty of negligence or fraud.
3. ČSOB will be responsible for:
  - a) any failure to make a Payment Transaction or incorrect execution of a Payment Transaction for which the Client has the right;
  - b) making unauthorized Payment Transactions, i.e. Payment Transactions made without an instruction from the Authorized Person;
  - c) mistakes or other discrepancies in maintaining an account for which the Service has been established.
4. For the cases stipulated in Paragraph 3a) to c), ČSOB will refund the Client:
  - a) the amount of the non-executed or incorrectly executed Payment Transaction, including interest on it, as the case may be,
  - b) and the remaining amount needed to return the Client's account to its original condition.See the Accounts and Payments Terms and Conditions for corrective items.
5. The provisions of Paragraph 4a) and b) above will not apply if ČSOB proves that the Client has not fulfilled his obligations as stipulated in the Terms and Conditions CEB, Part C.
6. If a contractual obligation is breached, ČSOB will only be responsible to the Client (not to the person who would benefit from the obligation being fulfilled).
7. Within electronic communication via the Service, ČSOB will only accept Instructions from the Authorized Person containing the complete data, corresponding to the respective formats and authorized by the Authorized Person's electronic signature. ČSOB is not liable for damage caused by the non-execution of incomplete or unauthorized Instructions. ČSOB will be entitled not to execute or refuse to execute an Instruction in the other cases specified in the Terms and Conditions CEB, Part C and the Accounts and Payments Terms and Conditions. ČSOB will not execute a Payment Transaction if the funds in the Account Holder's accounts that should be debited for the Payment Transaction are insufficient or the account(s) is blocked, etc. The Client will be informed about the non-execution of a Payment Transaction in accordance with the respective terms and conditions for account maintenance (e.g. in writing, by phone or text messages or at a ČSOB branch or through another method agreed with the Client).
8. ČSOB will not be responsible for any damage resulting from incorrect or duplicate instructions delivered to ČSOB via the Service. Likewise, ČSOB will not be responsible for damage the Client incurs by his acting contrary to the Contract/Contract for the Use of Service/the Agreement or the provisions of the Terms and Conditions CEB, Part C.
9. ČSOB will not be responsible for not executing a Payment Transaction or the impossibility of using the Service or the non-availability of the Service for reasons beyond the control of ČSOB or its partners, directly or indirectly, because of force majeure, international sanctions pursuant to legal regulations on imposing international sanctions, natural disasters, hardware failures, computer viruses or other events.
10. ČSOB will not be responsible for any non-functional application installed on the Client's PC by a third party (for example a program of another producer, infection with a virus, hardware defects, etc.) or force majeure.
11. ČSOB is entitled to change the contents of the User's Manual (leaflets, handbooks, manuals, etc.) depending on the development and modernization of the Service.
12. If ČSOB finds that an Authorized Person does not adhere to the Terms and Conditions CEB, Part C, it will be entitled to terminate the Agreement without having to inform the Authorized Person in advance.
13. If ČSOB finds that the Account Holder or the Installation Owner does not adhere to the Terms and Conditions CEB, Part C, it will be entitled to terminate the respective Contract/Contract for the Use of Service immediately without having to inform the Account Holder or the Installation Owner in advance.
14. ČSOB will be entitled to charge the Account Holder's account fees in accordance with the applicable Price List, as subsequently amended, for the Service (i.e. to debit the account to be charged with fees as stipulated in the Attachment to the Contract) except for fees for the additional service of the additional sending of information relating to the Client's account, payments and other ČSOB products, and for renewing certificates (of the electronic signature) for the Service, which will be debited from the account determined by the Authorized Person. All types of fees which the

Account Holder will have to pay for using the Service and the ČSOB Info 24 service are given in the Price List.

15. ČSOB will inform the Client of the exchange rate used to calculate FX operations.
16. ČSOB will inform Clients about current occurrences of attacks against computer systems and their forms (how they can be identified) at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost), if this information is available.
17. ČSOB will inform Clients well in advance about changes made to the ČSOB website via a message in the Service and/or in an account statement.
18. ČSOB is entitled to block the Service/Payment Means for reasons of the security thereof, especially if there is a suspicion of an unauthorized or fraudulent use of the Service.  
Before blocking the Service/Payment Means or – if this is not possible – immediately afterwards, ČSOB will inform the Authorized Person using one of the methods provided in Mutual Communication, Accounts and Payments Terms and Conditions, concerning the blocking of the Service/Payment Means and the reasons thereof, unless informing the Authorized Person may invalidate the purpose for blocking the Service/Payment Means, or if this may be conflict with any other legal regulations.
19. ČSOB will not be responsible for the security of the public communication and data lines the Service is provided through and therefore cannot influence the fact that the Client may incur damage as a result of any misuse of messages that are transmitted.
20. ČSOB will be entitled to document particular instructions and Payment Transactions concerning the Account Holder's accounts made via the Service. Records of instructions transmitted via the Internet will be archived at ČSOB in electronic form using secure methods pursuant to Act No. 21/1992 Coll., on banks, as subsequently amended, for a sufficient time for ČSOB to be able to search previous operations and correct mistakes. ČSOB is responsible for safe archiving. These records will be used as evidence to protect ČSOB's justified interests in any proceedings in court or before administrative bodies.

## VII. Deadlines

1. Instructions will be executed in the standard way in accordance with the Terms and Conditions CEB, Part C and the Accounts and Payments Terms and Conditions or the respective contractual provisions between the Client and ČSOB and/or ČSOB Group.
2. The deadlines for delivering payment orders specified by ČSOB are stipulated in the Accounts and Payments Terms and Conditions available at all ČSOB branches and on the Internet at [www.csob.cz](http://www.csob.cz).
3. ČSOB will make Payment Transactions in accounts and Instructions for a securities account via the Service in accordance with the Authorized Person's Instruction. Payment Transactions in accounts and Instructions for a securities account must comply with
  - the Terms and Conditions CEB, Part C,
  - Accounts and Payments Terms and Conditions,
  - legal regulations,
  - or the terms and conditions of selected products and services of ČSOB and/or ČSOB Group.The Terms and Conditions CEB, Part C will be governed by the valid laws of the CR.
4. The Client is not entitled to revoke:
  - a transfer (between the accounts of an (the same) Account Holder);
  - a Payment Transaction on the due date.Payment Transactions with a future due date sent via the Service can be:
  - a) revoked or changed via the Service no later than on the day before the due date by the deadline specified in the Accounts and Payments Terms and Conditions.  
An application to revoke, i.e. cancel, a Payment Transaction can be authorized by the (one) electronic signature of an Authorized Person (even if two electronic signatures were originally affixed). To change a Payment Transaction, the Authorized Person must specify the Payment Transaction to be changed and authorize it by his electronic signature, thus cancelling the original Payment Transaction. Changes to a Payment Transaction must be signed in the agreed manner (authorization by one or two electronic signatures) to be accepted by the Bank for processing.
  - b) revoked by a written application to cancel a Payment Transaction that must be delivered to any ČSOB branch no later than the day before the due date.

5. Files for downloading in the online and offline sections of the Service will be available to the Client for the period specified by ČSOB (see the Service User's Manual for details).
6. If the Account Holder wants extraordinary (duplicate) account statements, he can contact the Electronic Banking Helpdesk Czech Republic in writing or by email- (addresses available at [www.csob.cz](http://www.csob.cz)) or go to a ČSOB branch in person. Because of the higher cost of an extraordinary copy of an account statement, ČSOB will charge a fee in accordance with the Price List – “Other Manual Operations not Explicitly Specified in the Price List” by debiting the respective account (stipulated in the Attachment to the Contract).
7. In extraordinary situations, ČSOB will be entitled to postpone using the respective foreign exchange rate until the standard exchange list is issued which will be valid for the banking hours of the next working day.

## **VIII. Account Statements, Claims**

1. The Account Holder will be informed of Payment Transactions and Instructions carried out with regard to a book-entry securities account by a printed or electronic account statement. Only the Installation Owner authorized by the Account Holder to use the Service and dispose of funds or book-entry securities in the Account Holder's/Holders' account(s) can ask for access to electronic account statements, either in writing or electronically, through the Service (if the Service and account/product for which the account statement is prepared allows this).
2. If account statements are produced and sent electronically by agreement, and the contractual relationship relating to the account is terminated, the last account statement will be sent to the Account Holder in writing by post to the postal address provided to ČSOB by the Account Holder.
3. ČSOB provides an Account Holder's monthly account statements electronically through the Service as standard in the .pdf format and in Czech unless agreed otherwise. Only the Installation Owner can ask for the frequency or format of the account statement to be changed.
4. If the Client and ČSOB agree on electronic access to account statements, the electronic account statement is automatically available to all persons authorized by the Installation Owner to dispose of funds in the Account Holder's account. Authorized Persons are also informed through the account history for the period specified in the Service User's Manual.
5. If the Account Holder and ČSOB agree in the account agreement or another contractual document on only electronic access to account statements, and the electronic account statement is made accessible through the Service, the data in the electronic account statement given in the account agreement or another contractual document may not comply with the data specified in the Installation Owner's request.
6. ČSOB considers its obligations laid down by the PSA on providing clients with account statements in the agreed manner to have been fulfilled when the electronic account statement is made available to the Authorized Person of the Installation Owner.
7. Electronic account statements are available in the Service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements. Payment Transactions/Instructions are posted separately with the relevant data so that the Payment Transaction/Instruction or the recipient with whom the Payment Transaction/Instruction was made and the amount the account was debited in a domestic or foreign currency (for details see the Service Manual/instructions) can be identified. The Client is entitled to check the account balance and history via the Service.
8. The Client must check the sequence of accounting, the correctness of the account balance and execution of Payment Transactions and Instructions immediately. If he finds any discrepancy in settling or not settling realisable Payment Transactions or Instructions, the Client must report this and ask for a correction without undue delay after discovering it, but no later than by the deadline stipulated in the legal regulations.
9. ČSOB will accept and handle Clients' complaints and claims in accordance with the ČSOB Claims Code, which is available at ČSOB branches and at [www.csob.cz](http://www.csob.cz).
10. In a dispute with the Client, ČSOB will give evidence of the procedure that enables it to verify that the payment order/Payment Transaction:
  - a) has been placed,
  - b) has been correctly recorded and disclosed,

c) has not been effected by any technical breach or other defect.

## Part D – Final Provisions

- 1) Part D of the CEB Terms and Conditions applies to the Clients to whom the CEB Service is provided as well as to the Clients to whom the BB Service is provided.
- 2) ČSOB shall keep confidential any and all facts that are subject to bank secrecy under the law. ČSOB shall keep such information confidential even after the contractual relationship with the Client ends. ČSOB shall disclose information that is subject to bank secrecy solely to persons and institutions authorized for that purpose pursuant to the law and contractual arrangements with the Client.
- 3) ČSOB shall be entitled to charge fees to the Account Holder/Service Holder for banking services according to the Pricelist. ČSOB shall be entitled to collect fees for the issuance and renewal of the Certificate for the CEB Service from the Account Holder/Service Holder's account designated by the Authorized Person. If the Authorized Person does not designate any account, ČSOB may collect the fee from any account of the Account Holder/Service Holder.
- 4) ČSOB shall process the Client's personal data during the pre-contractual negotiations as well as when performing the agreement in which the Client is a contractual party. More detailed information concerning personal data processing is provided in "Information on Personal Data Processing", available at [www.csob.cz](http://www.csob.cz), or on the operating premises of ČSOB's branches.
- 5) The Client shall be liable for the recency, accuracy and completeness of all your data provided to ČSOB, and shall notify any changes to such data to ČSOB without undue delay, and evidence such change of data by presenting a valid proof of identity or other document showing such change, save for changes of delivery address or residential address, if applicable, where the Client shall only notify such change.
- 6) In the process of provision of Services, ČSOB is obliged to make an identification of the Client or the person representing the Client, and in case of a legal entity, to identify the controlling person and beneficial owner of the legal entity, or of a legal entity serving as a member of the Client's a statutory body. ČSOB shall carry out such identification in accordance with the law and to the extent stipulated by the law in particular in case of transactions exceeding the threshold stipulated by law. In the event that the Client (or the person representing the Client) refuses to comply with the required scope of identification, the bank service requested shall not be provided. ČSOB is obliged to refuse to provide bank services on an anonymous basis. Pursuant to legal regulations on measures against the legalization of proceeds of crime and terrorist financing, ČSOB shall be entitled to request, at any time while the contractual relationship with the Client exists, that the Client provide additional identification data concerning the Client, the persons representing the Client, or, in case of a legal entity, concerning the controlling person and its beneficial owner, by submitting documents or information requested by ČSOB, in particular proof of origin of funds remitted into the Client's account, evidence of the Client's good financial standing, obligations or trustworthiness, and the Client shall be obliged to procure same. ČSOB may make photocopies of any documents the Client submit for ČSOB's own purposes. ČSOB is entitled to decline to carry out any transaction of the Client that is associated with the risk of legalization of proceeds of crime or terrorist financing, or where there is a suspicion that it might be subject to international sanctions within the meaning of legal regulations on the implementation of international sanctions, or to decline to make any transactions of the Client which ČSOB reasonably believes to be non-compliant with the law.
- 7) In the event that any provision of these CEB Terms and Conditions, Agreement on the Provision of the CEB Service, CEB Agreement or the CEB Service Activation Agreement is or becomes refutable or unenforceable, the validity or enforceability of the other provisions of these CEB Terms and Conditions, Agreement on the Provision of the CEB Service, CEB Agreement or the CEB Service Activation Agreement shall not be prejudiced, provide that such provision can be severed from these CEB Terms and Conditions, Agreement on the Provision of the CEB Service, CEB Agreement or the CEB Service Activation Agreement as a whole, and provided that the legal act would presumably have occurred even in the absence of such an invalid part, had ČSOB recognized its invalidity in time. ČSOB and the Client shall make best effort to replace such provisions with a new provision with a content and effect as close as possible to the invalid, refutable or unenforceable provision.
- 8) The Client, if a business person, and ČSOB depart from the applicable legal regulations on contracts of adhesion. As a result, the potential invalidity of the provisions of these CEB Terms and Conditions or Agreement on the Provision of the CEB Service/CEB Agreement/CEB Service

Activation Agreement as non-compliant with such provisions on contracts of adhesion, in particular:

- a. clauses referring to conditions outside the wording proper of the relevant contractual document, where the Client was not advised of their meaning and does not possess demonstrable knowledge of their meaning;
- b. clauses which can be read only with great difficulty, or clauses that are incomprehensible to a person of average mental capabilities, even if detrimental to the Client and where the meaning thereof was not sufficiently explained to the Client; and
- c. clauses that are particularly onerous for the Client for no reasonable reason, especially if the relevant contractual document deviates seriously and for no special reason from customary conditions agreed in customary cases,

is hereby excluded.

- 9) ČSOB shall be authorized to propose an amendment to these CEB Terms and Conditions. Information on proposed amendments shall be provided by ČSOB through the CEB Service or through a statement of account no later than 2 months before the proposed effective date of such amendment; the proposal shall further be posted at [www.csob.cz](http://www.csob.cz). Unless the Client rejects the proposal for an amendment in writing no later than the last business day preceding the proposed effective date, the Client shall be deemed to have accepted the proposed amendment in its entirety. If the Client rejects the proposed amendment in writing, the Client shall be authorized to terminate the Agreement on the Provision of the CEB Service/CEB Agreement/CEB Service Activation Agreement with immediate effect and at no charge. The Client must deliver the notice of termination to ČSOB no later than the last business day preceding the proposed effective date. ČSOB shall always inform the Client about the consequences of the proposed amendment to the CEB Terms and Conditions and the Client's right to reject the proposal and terminate the Agreement on the Provision of the CEB Service/CEB Agreement/CEB Service Activation Agreement in ČSOB's proposal for amendment.
- 10) ČSOB may change individual items on the Pricelist, the framework agreement or individual agreements comprising the framework agreement pursuant to Article I (1) of the Terms and Conditions for Accounts and Payments, in the same manner.
- 11) In the event of any change which does not have an adverse effects on the parameters and prices terms of a product, service or payment instrument for the Client, ČSOB shall be entitled to carry out a unilateral amendment to the framework agreement, or individual agreements, CEB Terms and Conditions or the Pricelist, effective immediately. Such change may involve in particular the following:
  - a. a modification carried out solely for the Client's benefit,
  - b. a modification as a result of the introduction of a new service which does not affect current fees,
  - c. a change of the name of a banking product, service or payment instrument which does not affect the rights and obligations of the parties,
  - d. a modification triggered by increased security of banking services or technological developments,
  - e. a change of data of information nature (registered seat of ČSOB, entities within the ČSOB Group).
- 12) ČSOB shall advise the Client of the above changes as a rule well in advance, through the CEB Service, by publication at [www.csob.cz](http://www.csob.cz) or a notice in the statement of account, or by email sent to the address provided by the Client. The Client may further acquaint itself with the change on the premises of ČSOB branches.
- 13) These CEB Terms and Conditions shall enter into force on 20 July 2018, and shall supersede:
  - i) the Business Terms and Conditions for the Provision of ČSOB CEB Service dated 16 April 2018 and
  - ii) the Business Terms and Conditions for the Provision of ČSOB Electronic Banking Service – ČSOB BusinessBanking 24 dated 1 July 2018; this applies to the Clients who, as of 20 July 2018 and within the meaning of Part C of the CEB Terms and Conditions, are:
    - Account Holders – legal entities,
    - Installation Owners – legal entities,
    - Persons authorized by the Installation Owner who is a legal entity.

Československá obchodní banka, a. s.