

# 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**").

Starting from 1 May 2019, the migration of the following clients will take place:

- legal entities (Account Holders) and
- natural persons authorized by legal entities to dispose with funds (Authorized Persons)

These clients will be migrated from the ČSOB Electronic banking services (the "**ELB Service**") to the CEB Service. 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 ELB 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 ELB 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. The Account Holder shall be deemed to mean also a person who has concluded the Contract for the Provision of the ČSOB BusinessBanking 24 Service 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 Provision Agreement shall be deemed to mean also the Contract for the Provision of the ČSOB BusinessBanking 24 Service including its annex Authorisation to Dispose of Funds Deposited in

Accounts - ČSOB BusinessBanking 24 - Owners of the Installation. 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. The Service Holder shall be deemed to mean also a person who has concluded the Contract for the Use of the ČSOB BusinessBanking 24 Service including its annex Authorisation to Dispose of Funds Deposited in Accounts - ČSOB BusinessBanking 24 - Authorized Persons with the bank and who is referred to as the Installation Owner in the Contract.
- 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 view asset account statements
  - 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 view asset account statements
    - 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
- iii. who is listed as an Authorized Person in the Authorisation to Dispose of Funds Deposited in Accounts - ČSOB BusinessBanking 24 - Authorized Persons, which is annexed to the Contract for the Use of the ČSOB BusinessBanking 24 Service. Such person is granted only the Authorization to dispose with funds.

**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, when available 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, when available under the 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 SEB Service, when available under the 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 to view asset account statements** 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, Authorizations - list of persons, specifically:

- i. to view statements of asset account(s) of the Service Holder in electronic form, accessible in the ČSOB CEB Service.

**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.

- iii. to change the functions of the CEB Service specified in Article II, paragraph 5

**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.
- 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 Singing 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) **KBC Group** shall be deemed to mean KBC Group NV, registered office Havenlaan 2, B-1080 Brussels, Belgium, reg. number 0403 227 515, and the persons that form a business group together with KBC Group.
- 31) **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

Access to this service is verified by a server certificate, which is registered in the CEB Service by an Authorized Person.

### **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 members 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:
- the Account Holder shall be authorized to set the following limit
    - 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.
  - the Service Holder shall be authorized to set the following limits:
    - 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. The limit does not apply to the transfers of funds between Account Holder's accounts that have been made using "Transfer between client's accounts".
    - 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
    - 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. The limit does not apply to the transfers of funds between Account Holder's accounts that have been made using "Transfer between client's accounts".
  - The Authorized Person shall be authorized to set the following limits:
    - Authorized Person's Limit per authorization method** – a weekly limit for a payment transaction authorized by a Certificate, Smart Key or an SMS key (Mobile Application only), 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:
      - no limit for a transaction authorized by a Certificate
      - CZK 20,000,000 for a transaction authorized by Smart Key
      - 0 for a transaction authorized by an SMS key.The maximum Authorized Person's Limit per authorization method for payment transactions authorized by
      - a Certificate shall be unlimited
      - Smart key shall be CZK 20,000,000
      - an SMS key shall be CZK 200,000.
- 2) If ČSOB provides the CEB Service:
- to the Account Holder pursuant to the Contract for the Provision of the ČSOB BusinessBanking 24 Service and
  - to the Service Holder pursuant to the Contract for the Use of the ČSOB BusinessBanking 24 Service,
- then, unless otherwise agreed, only the following transaction limits apply to the CEB Service:
- the Main Limit specified in the Contract for the Provision of the ČSOB BusinessBanking 24 Service
  - the Authorized Person's Limit specified in the Contract for the Use of the ČSOB BusinessBanking 24 Service.

## VI. Statements and complaints

- 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.
- 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 – this authentication method will only be allowed to Clients – Authorized Persons and Service Holders until the day announced by ČSOB through the CEB Service, at the latest by 31 December 2019, 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 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 by Smart Key and Smart Key PIN, or by a username, password and SMS key (if enabled by the Mobile Application).
- 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 on the Portal through a Qualified Certificate or Isabel NV Certificate of the Authorized Person or Smart Key.
- 6) The Service Holder, or the Authorized Person, shall authorize payment transactions in CEB Internet Banking using the Mobile Application through Smart Key or an SMS key (if enabled by the Mobile Application).
- 7) 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 be entitled to block a payment means / the CEB Service for reasons relating to the security of the payment means / CEB Service, in particular as a result of a suspicion of unauthorized or fraudulent use of the payment means / CEB Service.  
Prior to blocking a payment means / the CEB Service, or if this is not possible, immediately afterwards, ČSOB shall inform the Authorized Person, in a manner defined in Part A, Article XII (2) of the CEB Terms and Conditions, of the blocking of the payment means / CEB Service and the grounds for their blocking, unless informing the Authorized Person could defeat the purpose for which the payment means or CEB Service are being blocked or unless such blocking contravenes other legal regulations.
- 4) 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.
- 5) 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).
- 6) ČSOB shall be entitled to withdraw from the Agreement on the Provision of ČSOB CEB Service or CEB Agreement in the event that:
  - the Client's actions are in conflict with the CEB Terms and Conditions (without prior notice to the Client);
  - the duration of the obligations under the Agreement on the Provision of ČSOB CEB Service or CEB Agreement, or the use of the CEB Service become unacceptable or unlawful for ČSOB due to the existence of relevant laws or internal policy of ČSOB or the KBC Group.

## **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 ELB Service to the CEB Service**

- 1) The Clients – legal entities who have concluded the Contract for the Provision of ČSOB Electronic Banking Services with ČSOB as Account Holders pursuant to Part C of the CEB Terms and Conditions, provided this Contract will be valid on 1 May 2019, and the Clients – natural person who have concluded the Agreement on Activation of ČSOB Electronic Banking with ČSOB as Authorized Persons pursuant to Part C of the CEB Terms and Conditions and who are authorized by legal entities – Account Holders to dispose with funds deposited in their accounts
- will be migrated from the ELB Service to the CEB Service starting from 1 May 2019 in accordance with the procedure described below in Part B of the CEB Terms and Conditions.
- 2)
- a) The Client – Account Holder who will be migrated from the ELB 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 Client and of the day on which the provision of the ELB Service will be terminated;
  - in the period between the start of the provision of the CEB Service and termination of the ELB Service, as described in the previous paragraph, the ELB Service fee account cannot be changed;
  - the Client – Account Holder may agree with ČSOB on the earlier termination of the ELB Service as well as on the change of the CEB Service settings;
  - ČSOB shall allow for the simultaneous operation of the ELB Service and the CEB Service for the period specified in the notification.
- b) A notification pursuant to Article 2, Part B of the CEB Terms and Conditions will be sent by ČSOB to Clients – Account Holders either to the address of their registered seats (i.e. by post) or to the Clients' email addresses.

- c) In exceptional cases, the Client may agree with ČSOB on another migration date. Depending on the agreed procedure, ČSOB will send the Client a new notification pursuant to Article 2 (b), Part B of the CEB Terms and Conditions or a notice of termination of the Contract for the Provision of ČSOB Electronic Banking Services, or it will agree with the client on the termination of the Contract for the Provision of ČSOB Electronic Banking Services on a specific date.

3)

- a) Clients – Account Holders are provided the CEB Service on the basis of the Contract for the Provision of ČSOB Electronic Banking Services and the documents Authorisation to Dispose of Funds Deposited in Accounts, CEB Terms and Conditions, Identity Terms and Conditions, Terms and Conditions for Accounts and Payments.
- b) The condition for the provision of the CEB Service to the Client – Authorized Person is that the Client – Authorized Person concludes the Agreement on ČSOB CEB Service Activation, which includes the CEB Terms and Conditions, 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 Client - Authorized Person shall log in to the CEB Service for the first time via

- a Certificate (as defined in Part C of the CEB Terms and Conditions);  
or
- an Identification Number and Identification Number PIN (as defined in Part C of the CEB Terms and Conditions), which the Client – Authorized Person must change to a username and password (as defined in the Identity Terms and Conditions) after the first login to the CEB Service. The Client – Authorized Person will use this username and password to log in to the CEB Service later on.  
The Client – Authorized Person will keep using the Identification Number and PIN to log in to the ELB Service;  
or
- an Identification Number, PIN and Smart Key (as defined in Part C of the CEB Terms and Conditions). The Client – Authorized Person must change the Identification Number and PIN to a username and password (as defined in the Identity Terms and Conditions) after the first login to the CEB Service. The Client – Authorized Person will use the username, password and Smart Key to log in to the CEB Service later on.  
The Client – Authorized Person will keep using the Identification Number, PIN and Smart Key to log in to the ELB Service;  
or
- an Identification Number, PIN and SMS key (as defined in Part C of the CEB Terms and Conditions). The Client – Authorized Person must change the Identification Number and PIN to a username and password (as defined in the Identity Terms and Conditions) after the first login to the CEB Service. During the first login, the Client is asked to activate Smart Key (if they haven't activated it yet). After activating Smart Key, the Client – Authorized Person can no longer use SMS in the CEB Service or the ELB Service.  
The Client – Authorized Person will keep using the Identification Number, PIN and Smart Key to log in to the ELB Service.

- 4) The provision of the CEB Service to the Client 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 Account Holder and the Service Holder as defined in Part A of the CEB Terms and Conditions shall be deemed to mean the Account Holder as defined in Part C of the CEB Terms and Conditions who has concluded the Contract for the Provision of ČSOB Electronic Banking Services;

- b) The CEB Agreement and CEB Provision Agreement as defined in Part A of the CEB Terms and Conditions shall be deemed to mean the Contract for the Provision of ČSOB Electronic Banking Services as defined in Part C of the CEB Terms and Conditions.

Furthermore,

- a) the 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;
  - b) the limit for an individual Payment Transaction (as defined in Part C of the CEB Terms and Conditions) made by the Client – Authorized Person, specified by the Account Holder and listed in the document Authorisation to Dispose of Funds Deposited in Account via the Electronic Banking Services, remains unchanged in the CEB Service. The limits specified in Article V, Part A of the CEB Terms and Conditions shall not apply to Clients in the CEB Service unless the Client newly arranges the limits with ČSOB.
  - c) The daily limit, weekly limit, the limit for an individual Payment Transaction (as defined in Part C of the CEB Terms and Conditions) for the Internet Banking / InternetBanking 24, specified by an Authorized Person and listed in the Agreement on the Activation of ČSOB Electronic Banking Services, remain unchanged in the CEB Service. The limits specified in Article V, Part A of the CEB Terms and Conditions shall not apply to Clients in the CEB Service unless the Client newly arranges 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 Client – Authorized Person shall cease as of the date on which ČSOB terminates the provision of the ELB Service to the Client – Authorized Person in accordance with Part B of the CEB Terms and Conditions, provided that the Client – Authorized Person does not use the ELB Service as an Account Holder or an Authorized Person (as defined in Part C of the CEB Terms and Conditions) of another Account Holder 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 – ČSOB Electronic Banking Services Business Terms and Conditions

### I. Definition of Some Terms

**The Smartbanking Application** is the ČSOB Smartbanking application – original software installed on a smartphone or a tablet from the official app stores Google Play, App Store. When activated the Application is paired (matched) with the Authorized Person. The Authorized Person logs in to the application and executes Instructions through Security Elements provided by ČSOB.

**The Smart Key Application** is the ČSOB Smart Key application – an application used online via the data connection of the Authorized Person or in the offline mode installed on a mobile device (smartphone, tablet) through the official app stores Google Play, App Store and Windows Store, after which codes for the authentication of the Authorized Person and the authorization of Instructions entered through the Internet banking application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service are generated in the Authorized Person's mobile device.

**The Internet Banking application** is the web application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service available through supported web browsers after authentication at <https://ib.csob.cz> and <https://ib24.csob.cz>.

**The NaNákupy Application** is the application the Client may use to pay with their card virtualized in a mobile device at contactless terminals or on the Internet using the Masterpass method; in the ČSOB Internet Banking/ČSOB InternetBanking 24 service, the Account Holder can apply for a code used for activation or unblocking of the PIN in a manner used to authorize Instructions in the ČSOB Internet Banking/ČSOB InternetBanking 24 service and can use the code to finish the activation or the PIN

unblocking process. All user information about the application is available at [www.nanakupy.cz](http://www.nanakupy.cz) , including the [NaNákupy Application Terms of Use](#).

**Security elements** are the following elements (used separately/in combination with the Identification No.) to unambiguously authenticate the Client/authorize Instructions:

- a) **PIN** – a five-digit number that is generated automatically by the system which authenticates the Authorized Person or the Instructions. The PIN may be changed at any time. The Authorized Person may enter the PIN for authentication and authorization using the keyboard and in the Smartbanking application using the built-in biometric sensor (if this technology is supported by ČSOB for a specific type of mobile device).
- b) **SMS key (Authorization code)** – a nine-digit alphanumeric data through which the Authorized Person will authenticate Instructions, or through which he/she logs in to the Internet application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service. The SMS Key is also used to activate the Smart Key and the Smartbanking application (to activate the Smartbanking application the SMS Key can be of a different length) or to activate other applications provided by ČSOB. The SMS Key used for the signing (authorization) of a contract for selected ČSOB banking products in the ČSOB Internet Banking Application is a twelve-digit alphanumeric code. The authorization code will be generated separately for each Instruction/login and sent to the Authorized Person's pre-defined mobile phone number in the selected manner specified when the Contract is signed.
- c) **The PIN (for the Smart Key Application)** is a five-digit numerical or image code enabling the Authorized Person to use the application of the Smart Key, which he/she can choose/change directly in this application. The Authorized Person can enter it through a keyboard or built-in biometric reader (if this technology on this type of mobile device is supported by ČSOB).
- d) **The Smart Key (Authorization Code)** is a six-digit numeric code by which the Authorized Person authorizes Instructions or performs authentication in the Internet application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service. An Authorization Code is generated separately for each Instruction/login and is displayed in the Authorized Person's Smart Key Application.
- e) **The PIN (for the chip card)** – a four-to-eight-digit number enabling the Authorized Person to use the chip card. A PIN is generated separately for each chip card and the Authorized Person can change it at any time.
- f) **The PUK (for the chip card)** – a numerical combination given to the Authorized Person for de-blocking the PIN (for the chip card).
- g) **Password for the ČSOB Phone Banking/ČSOB Linka 24 service** – six-to-ten digit alphanumeric data by which the Authorized Person will be authenticated. The Authorized Person will select this number; the number may be changed at any time.

**The certificate is:**

- a) a commercial certificate issued by První certifikační autorita, a.s., with its registered office at Podvinný mlýn 2178/6, 190 00, Praha 9, ID No. 26439395 (hereinafter "I.CA") (hereinafter the "Commercial Certificate") and
- b) a qualified certificate for electronic signature pursuant to the Regulation (Article 3/15) issued by I.CA (hereinafter the "Qualified Certificate") that is stored on a chip card which an Authorized Person will get access to by entering the PIN (for the chip card).

**An instruction** is an instruction of the Authorized Person delivered to ČSOB via the Electronic Banking services for a payment transaction or the use of products and services provided by ČSOB and/or ČSOB Group members.

**The Agreement** is an Agreement on the Activation of ČSOB Electronic Banking Services concluded between the Authorized Person and ČSOB which includes these Terms and Conditions and the Accounts and Payments Terms and Conditions as integral parts thereof.

**The Qualified Electronic Signature** is a qualified electronic signature pursuant to the Regulation (Article 3/12) which is based on a Qualified Certificate.

**Helpdesk** is an Electronic Banking Helpdesk customer contact centre, the contact information for which is available at [www.csob.cz](http://www.csob.cz).



**The Identification Number** is an eight-digit number used along with other Security Elements to authenticate an Authorized Person.

**The Client** is the Account Holder and the Authorized Person.

**The Account Holder** is a private individual, private individual entrepreneur or a legal entity with an account at ČSOB.

**The Regulation** is Regulation (EU) No. 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/ES.

**The Authorized Person** is a private individual – an Account Holder – or a private individual who the Account Holder has authorized via the Electronic Banking services in the Agreement or Authorization to dispose of funds in his/her accounts through Electronic Banking services and who has access to all information about an account(s) provided by the relevant Electronic Banking service.

**Payment Transaction** means, within the meaning of the Terms and Conditions, a non-cash transfer of funds executed within a payment service - outgoing payment or collection.

**Accounts and Payments Terms and Conditions** shall mean:

- a) Pre-contract Information and Terms and Conditions for Accounts and Payments – People,
- b) Pre-contract Information and Terms and Conditions for Accounts and Payments for Legal Entities and Entrepreneurial Natural Persons,
- c) Terms and Conditions for Accounts and Payments for Corporations and Institutions.

**The means of communication** will be as follows:

- a) a chip card – a plastic card with an electronic chip that is used to keep safe and generate a private key and a Certificate that the Authorized Person will obtain along with the PIN and PUK,
- b) a chip card reader – a facility for communicating between the PC with the chip card,
- c) a telephone with a pulse/tone option;
- d) mobile portable facility – a mobile phone or other portable facilities with Internet access e.g. smartphone, tablet or laptop, the recommended configuration of which is specified in the User Manual,
- e) PC – a personal computer with the recommended configuration as specified in the User Manual.

**ČSOB Group** means ČSOB and subjects forming a business group with ČSOB; the current list is available at [www.csob.cz/group](http://www.csob.cz/group).

**KBC Group** means KBC Group NV, registered office Havenlaan 2, B-1080 Brussels, Belgium, reg. number 0403 227 515, and subjects forming a business group with KBC Group.

**Electronic Banking Services** are:

- a) **Phone Banking**, which means the ČSOB Phone Banking/ČSOB Linka 24 service – a customer service line available during hours specified at [www.csob.cz](http://www.csob.cz). As part of the Phone Banking service, an additional service can be arranged for the automatic sending of SMS and/or e-mail messages with information about the balance or movement on the Client's account, about payments and other ČSOB products. In the event of changes made via the Phone Banking service, ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.
- b) **Internet Banking/InternetBanking 24**, which means the ČSOB Internet Banking/ČSOB InternetBanking 24 service, which consists of the internet banking application and the Smartbanking application, which enables the Client to communicate with ČSOB safely via the Internet and use the established products according to the relevant product terms and conditions. Internet Banking allows the Account Holder – a natural person who is of legal age – to conclude agreements for the provision of selected banking products. As part of the Internet Banking/InternetBanking 24 service, an additional service can be arranged for the automatic sending of informative SMS and/or e-mail messages with information about the balance or movement on the Client's account, about payments and other ČSOB products.



**The Agreement** is an Agreement on Activation of ČSOB Electronic Banking services that ČSOB concludes with the Account Holder, including these Terms and Conditions and the Accounts and Payments Terms and Conditions as integral parts thereof. The Accounts and Payments Terms and Conditions are available at [www.csob.cz](http://www.csob.cz).

**The User Manual** is a set of instructions, manuals, user information and technical specifications of the Electronic Banking services and documents of a similar nature which is available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky).

**The establishment of ČSOB Identity** means the conclusion of the Agreement on ČSOB Identity between the Authorized Person and ČSOB, which includes the Terms and Conditions for ČSOB Identity.

**The Authorization** is a document for disposing of funds/book-entered securities in accounts using Electronic Banking services.

## **II. Characteristics of the Electronic Banking Services**

1. The Electronic Banking services are provided under an Agreement and a Contract. Both the Agreement and the Contract may be concluded as a Client's application (form) and its acceptance by ČSOB.
2. Electronic Banking services can be provided if the applicant holds an account at ČSOB (Account Holder).
3. Internet Banking is accessible to all Clients at <https://ib.csob.cz> except for Authorized Persons using the Certificate for the authentication and authorization of legal acts in the Electronic Banking service.  
The InternetBanking 24 service is accessible at <https://ib24.csob.cz> only to Authorized Persons using the Certificate for the authentication and authorization of legal acts in the Electronic Banking service, or by Authorized Persons acting on behalf of the Client (legal entity) under a power of attorney/authorization and by Authorized Persons on the basis of an express agreement with ČSOB.
4. Using the Electronic Banking services, the Client is entitled to submit Instructions. Authorized Persons' Instructions submitted through the Electronic Banking services will be accepted by ČSOB 24 hours a day and 7 days a week.
5. Using the Internet Banking service, the Authorized Person – Account Holder – natural person of legal age is entitled to conclude agreements for selected banking products with ČSOB. The Authorized Person signs (authorizes) the agreement with an SMS key (Authorization Code). ČSOB signs the agreement with the scanned signature of an authorized ČSOB representative and affixes an electronic seal and a qualified stamp to the agreement.
6. Using the Electronic Banking services, the Authorized Person is further entitled to:
  - a) set up/activate selected payment means (e.g. NaNákupy),
  - b) change the settings of selected payment means, such as setting the credit card limit, authorizing/disabling online credit card payments, etc.
7. Selected services and applications can be activated and deactivated through the relevant Electronic Banking service or the Helpdesk. If an Authorized Person requires Smartbanking to be deactivated via the Helpdesk, the application will be deactivated on all mobile devices/PCs on which the Authorized Person has activated the Smartbanking application.
8. ČSOB will assign the Authorized Person an Identification number. If the Authorized Person is provided with an Identification number before a Contract is concluded, he/she will not be given another one.
9. If there is no provision in the Contract with ČSOB giving the Authorized Person the right to use an SMS Key/Smart Key/Certificate when using the Electronic Banking services, the Authorized Person

can use the Electronic Banking services in a passive form only, i.e. he/she will be authorized neither to make Payment Transactions nor to submit other Instructions.

10. If there is a provision in the Contract with ČSOB giving the Authorized Person the right to use an SMS Key/Smart Key/Certificate when using the Electronic Banking Services and the Account Holder specifies in the Authorization for the relevant Authorized Person a limit on Payment Transactions for the relevant account(s) equal to zero, the Authorized Person can use the Electronic Banking services in a passive form only, i.e. he/she will not be authorized to make Payment Transactions but he/she can submit other Instructions.
11. Active use of Electronic Banking services is an option to make Payment Transactions and submit other Instructions.
12. For minor Account Holders, the Electronic Banking services functionality is restricted to passive access to accounts up to the age of 15, i.e. they cannot make Payment Transactions. Once the minor Account Holder reaches the age of 15 and until he/she reaches the age of 18, the legal representative representing him/her in concluding the agreement is entitled to set up active access for this minor Account Holder to his/her account, stating the limit on the relevant Electronic Banking service.  
Once the Account Holder reaches the age of 18, the Account Holder's previous access to Electronic Banking services will be terminated. Effective from 1 July 2019, once the Account Holder reaches the age of 18, the Account Holder's previous access to Electronic Banking services will not be terminated, unless ČSOB and the Account Holder agree otherwise. The legal representative of the minor Account Holder who represents him/her in concluding the agreement has access to the minor Account Holder's account through Electronic Banking services until the minor Account Holder reaches the age of 18.
13. Internet Banking provides a list of the agreed products from within the ČSOB Group selected by the Client. The Client may use the Internet Banking/InternetBanking 24 service to log into the internet portals of ČSOB subsidiaries and the Internet Banking service to log into the internet portals of ČSOB contractors, thus gaining access to information and the services of ČSOB subsidiaries (e.g. Penzijní společnost, Hypoteční banka) and contractors (e.g. OZP). Client identification details are provided for these purposes.
14. In the Internet Banking online application, the Authorized Person – the Account Holder (– can set up/reject the payment account information service and the indirect payment order service (set forth in the Accounts and Payments Terms and Conditions), where ČSOB is in the position of the provider maintaining the payment account. This service set-up/rejection can also be done at a ČSOB branch.
15. In Internet Banking, the Authorized Person - Account Holder, a natural person of age and with full legal capacity - can conclude the Multibanking Service Agreement with ČSOB. ČSOB provides the Multibanking service on the basis of that agreement, namely an indirect payment order, and the payment account information service, where ČSOB is in the position of the provider of the service (other than the provider of the payment account) under the terms of the Multibanking Service Agreement,.

### **III. Limits**

1. When establishing the Electronic Banking services to make Payment transactions the Authorized Person can agree on limits in the Contract, bearing in mind the type of the Electronic Banking service and the method used for authorizing Payment transactions in the relevant type of Electronic Banking service.
2. The limit for Payment Transactions made through:
  - a) Phone Banking is CZK 300,000 (daily limit)/CZK 500,000 (weekly limit),
  - b) Internet Banking/InternetBanking 24:
    - i. with authorization by an SMS Key/Smart Key and through the Smartbanking application: CZK 1,500,000 (daily limit)/CZK 3,000,000 (weekly limit).

For security reasons ČSOB automatically sets up a daily limit of CZK 50,000 and a weekly limit of CZK 80,000 unless the Authorized Person specifies otherwise. The daily/weekly limit is the total of all Payment transactions delivered to ČSOB via Phone Banking and Internet Banking/InternetBanking 24 during a day/week. Payment transactions delivered to ČSOB via the Phone Banking service are not added to Payment transactions delivered to ČSOB via the Internet Banking/InternetBanking 24 service made with authorization by an SMS Key/Smart Key and through the Smartbanking application.

Payment transactions delivered to ČSOB via the InternetBanking 24 service with authorization by a Qualified Electronic Signature are not included in the daily/weekly limit.

- ii. There is a limit on individual payment transactions made with authorization by a Qualified Electronic Signature through the InternetBanking 24 Service.

For security reasons ČSOB automatically sets up this limit to be CZK 1,000,000 unless the Authorized Person specifies otherwise.

3. The Account Holder can set up a limit in the Agreement or Authorization for a particular Payment Transaction made by the Authorized Person in the relevant account, regardless of the limits specified by the Authorized Person. This limit also applies to Payment Transactions performed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account.
4. The limits set by the Client can be changed either through a ČSOB branch or via the Phone Banking service. ČSOB is responsible for setting the increase in the maximum limits via the Phone Banking service.
5. Payment Transactions executed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account, are included in the limits of the Electronic Banking services established by the Authorized Person.
6. The limits specified in paragraph 2 of this Article do not apply to a direct debit order, a SEPA direct debit authorization, a transfer between the accounts of one Account Holder and a payment order (from an account at another bank) placed within the Multibanking service.

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

1. The Authorized Person is authenticated:
  - a) when using the Phone Banking service by the Identification Number, selected symbols from the PIN and selected symbols from the Password for the Phone Banking service, or ČSOB can allow the Authorized Person to use an alternative method of authentication.
  - b) When using the Internet application of the Internet Banking service – by the Identification Number and the PIN or the PIN and the SMS Key/Smart Key,
  - c) when using the Internet application of the InternetBanking 24 service – by the Identification Number and the PIN or the PIN and the SMS key/Smart key or the Commercial Certificate,
  - d) and when using the Smartbanking application – by the Identification Number and the PIN and the SMS key when this application is activated. For subsequent logins, he/she is authenticated by the Identification Number and the PIN.
  - e) in the event of the establishment of a ČSOB Identity by the Authorized Person, the Authorized Person's method of authentication shall change (as of the moment of the establishment of the ČSOB Identity) from the PIN and the SMS Key used until the moment of the establishment of the ČSOB Identity to the PIN and the Smart Key. ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.
2. When using the Internet Banking service/InternetBanking 24 service, the Authorized Person authorizes Instructions delivered to ČSOB through:

- a) the Internet application of the Internet Banking service – by the SMS Key (Authorization Code) or Smart Key;
- b) the Internet application of the InternetBanking 24 service – by the SMS Key (Authorization Code) or Smart Key or Qualified Electronic Signature;
- c) Smartbanking application – by the PIN. The first Payment Transaction after the Smartbanking application is activated is authorized by the PIN and the SMS Key (this does not apply to transfers between the accounts of a Client and direct debit/collection). ČSOB is entitled to require all Payment Transactions to be authorized via a combination of a PIN and SMS key.

In the event of the establishment of a ČSOB Identity, the Authorized Person's method for the authorization of Instructions shall change (as of the moment of the establishment of the ČSOB Identity) from the SMS Key (authorization code) used until the moment of the establishment of the ČSOB Identity to the Smart Key. ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.

The method used for the Authorized Person's – Account Holder's – signing (authorization) of Agreements for selected banking products using Internet banking shall remain unchanged – the SMS Key (authorization code).

- 3. ČSOB is entitled to modify the method used for the Authorized Person's authentication for individual Electronic Banking services, primarily to enhance the security of Electronic Banking services. ČSOB will inform the Authorized Person about the new method of authentication via the Electronic Banking service concerned or in writing, no later than 2 months before the change comes into effect.
- 4. During authentication, the Authorized Person will be able to make several attempts, depending on the service selected. The Authorized Person's access to the Electronic Banking services will be blocked/unblocked in the cases and in the way described in the User Manual.
- 5. The Authorized Person confirms the correctness of the particular data of an Instruction delivered to ČSOB via the Phone Banking service by his/her consent at the end of a phone call. The Authorized Person's consent is considered unambiguous and indisputable confirmation of the correctness of the data entered by the Authorized Person. To successfully enter an Instruction delivered to ČSOB via the Phone Banking service, the Authorized Person must wait for confirmation (check) of this Instruction. If he/she does not do so, the Instruction will not be carried out.

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

- 1. The Client must carefully read and adhere to these Terms and Conditions and the Accounts and Payments Terms and Conditions. They must also follow the Principles of Safe Use of Electronic Banking available in the Safety Guide at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) and the User 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, the Price List and ČSOB internet addresses and monitor informative security messages displayed in the Internet Banking/InternetBanking 24 service and at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost).
- 3. The Client must ensure that the device used for Electronic Banking services (the "Device") has:
  - a) an updated operating system (regular updates remove security flaws from the system);
  - 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;
- 4. The Client must:
  - a) not download and install programs that can be freely downloaded from the Internet if he/she 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 their tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play, Windows Store) and follow the authorizations required by the installed application (e.g. deny access of the application to text messages, etc.);

- c) not use mobile devices with settings that have been changed for a bank account by the so-called "jailbreak" or "root" (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 possible precautions to prevent a third party accessing the Device (e.g. securing the Device by a pass phrase);
  - e) use only a trusted and properly secured Device (e.g. not a public computer with Internet access without an adequate level of safety);
  - f) prior to logging into the Internet Banking/InternetBanking 24 service, check whether the ČSOB server address corresponds to <https://ib.csob.cz> or <https://ib24.csob.cz> and whether the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, do not perform any acts, do not enter any Security Elements and contact the Helpdesk.
  - g) when paying for goods/services or donating on a merchant's or non-profit organization's website using the ČSOB Payment Button, verify that the ČSOB server address to which the Client is being redirected is similar to <https://platebnitlacitko.csob.cz> and that the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, do not perform any acts, do not enter any Security Elements and contact the Helpdesk. The Client is required to check the pre-filled data before authorizing the Payment Transaction.
5. The Client must know about the security of Electronic Banking services, in particular:
- a) the options for setting Security Elements, in particular the recommendation of not using simple passwords or passwords that can be derived from his/her information;
  - b) the options of setting safety limits to limit the amount of Payment Transactions and Payment Transactions per service; see Article III of these Terms and Conditions;
  - c) observe safe behaviour on the Internet (e.g. not react to e-mail messages with a suspicious name and contents, particular if personal data, passwords or his/her PIN code or payment card numbers are required to be provided, not open documents attached to such messages and not click on links in these messages);
  - d) observe the procedure for the loss, theft or disclosure of Security Elements, digital or mobile device, i.e. inform ČSOB about the situation immediately and ask for the blocking of Electronic Banking services pursuant to Paragraph 8 Letter b) of this Article; if a mobile device is lost to ask the operator to block the SIM card.
6. The Client must use the Electronic Banking services in full compliance with the Contract and/or Agreement, the Terms and Conditions, the User Manual and the Principles for Safe Use of Electronic Banking and adhere to the procedures specified in them; in particular, he/she must prevent any other person from becoming acquainted with the Security Elements used, must not disclose these Security Elements to any other person and must not keep them in an easily readable form or have them or keep them together with the Means of Communication to the Electronic Banking services (for example the PIN on the chip card), i.e. he/she must take all reasonable measures to protect his/her Security Elements and Means of Communication. The Client is obliged to use the Electronic Banking services, or Means of Communication according to the Terms and Conditions, in particular to follow all the agreed principles for ensuring the security of Means of Communication for the Electronic Banking services, including Security Elements.
7. Failing to fulfil these obligations will be considered a substantial breach of the Contract and/or Agreement pursuant to the provisions of Section 1977 of the Civil Code.
8. If the Client:
- a) forgets his/her Security Elements, he/she is entitled to set new Security Elements (if possible) or come to a ČSOB branch to set them;
  - b) discovers the loss, theft or misuse of Security Elements or Means of Communication or finds that an unauthorized person knows his/her Security Elements, he/she must set new Security Elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the Security Elements through Electronic Banking services) inform ČSOB of this immediately, in person at a ČSOB branch, by phone through the Phone Banking

service to the telephone number specified in the User Manual, or by telephone or e-mail to the Helpdesk.

Failing to fulfil these obligations will be considered a serious breach of the Contract/Agreement. If a Certificate is misused, the Client can directly invalidate it via the Internet pages [www.ica.cz](http://www.ica.cz), or after entering the number of the Certificate and the invalidation password specified in the Certificate application. ČSOB will take all the appropriate measures to stop the further use of Electronic Banking services even when the Client is negligent or carries out a fraudulent transaction. The Client must provide ČSOB with the maximum cooperation in remedial measures suggested by ČSOB. If the Client does not accept the proposed measures, ČSOB will not be liable for any potential damage the Client may incur.

- c) Finds an unauthenticated Payment Transaction, errors or other discrepancies in the maintenance of the account for which the Electronic Banking services are provided he/she must inform ČSOB at a branch in person, or by phone via the Phone Banking service, or by phone or to the e-mail address of the Helpdesk.
9. The Client will be fully responsible for any damage incurred as a result of a breach of his/her obligations specified in Paragraphs 1-8 of this Article of the Terms and Conditions. The Client acknowledges that any breach of obligations agreed herein in order to ensure the security of the Electronic Banking services and the Security Elements on the Account Holder's part (e.g. disclosure of Security Elements to a third party) may lead not only to unauthorized payment transactions being made with the use of Electronic Banking but also to other types of damage being incurred as a result of steps referred to in Article II. Characteristics of the Electronic Banking Services (particularly points 4 - 6) and that the Client shall be liable for any damage incurred in this way.
10. Once the Client (or a person designated by him/her) informs ČSOB in accordance with the obligation specified in Paragraph 8b), he/she will not be responsible for damage incurred as a result of the loss, theft or misuse of his/her Security Elements or Means of Communication with the Electronic Banking services except for fraudulent transactions by the Client.
11. The Client will not be responsible for any damage under the terms and conditions specified in Paragraph 9 if the Means of Communication with the Electronic Banking services are used without using the Security Elements. In this case, the use of the Means of Communication is not sufficient to establish the Client's responsibility.
12. The Client is not entitled to recall a transfer (between the accounts of an (one) Account Holder) and a Payment Transaction through the Electronic Banking services on the due date. A Payment Transaction with a future due date delivered via the Electronic Banking services can either be cancelled by a Payment Transaction cancellation application delivered to a ČSOB branch or recalled or modified via selected Electronic Banking services but no later than the day before the due date at the latest by the deadline stipulated in the Accounts and Payments Terms and Conditions.
13. The notification of the Account Holder concerning standing orders and direct debit (collection) permits ordered via the Electronic Banking services which will not be executed by ČSOB after his/her death must be delivered to ČSOB in writing via any ČSOB branch.

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

1. ČSOB is entitled to have an officially verified signature on all written legal acts of the Client which he/she does not sign before a ČSOB employee.
2. ČSOB will issue the selected Means of Communication and Security Elements only to the Authorized Person, not to a third person on the basis of a power of attorney. Security Elements can be sent/handed over to the Authorized Person either electronically or in paper form.
3. ČSOB will not be responsible for an Instruction made (including an unauthorized Payment Transaction) if the Client acts contrary to the Contract and/or the Agreement and/or the provisions of the Terms and Conditions.

4. The Account Holder and ČSOB agree that ČSOB is entitled to charge fees specified in the ČSOB Price List (hereinafter the "Price List") and the Account Holder undertakes to pay them. ČSOB is entitled to collect fees from any ČSOB account of the Account Holder. ČSOB preferentially collects fees from a current account. The Account Holder and ČSOB can agree otherwise. If the Account Holder does not have such an account or it has been cancelled or blocked, or if there are not sufficient funds in the account to pay the fee, ČSOB will collect the fee from another ČSOB account of the Account Holder.
5. ČSOB will not be liable for the non-execution of a Payment Transaction and any damage incurred in connection with the non-availability/malfunctioning of Electronic Banking services for direct or indirect reasons beyond the control of ČSOB or its partners because of force majeure, natural disasters, international sanctions pursuant to the legal regulations for international sanctions, HW failures, computer viruses or other events caused, for example, by a third party (the program of another manufacturer, etc.).
6. If a contractual obligation is breached, ČSOB will be responsible only to the Client and not to the person whose interest should be satisfied by the fulfilment of the agreed obligation.
7. ČSOB will inform Clients about current attacks against computer systems and their effects through its security site [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) if this information is available.
8. ČSOB will inform Clients sufficiently in advance about changes made to the ČSOB website via a message in the Internet Banking service/InternetBanking 24 and/or in an account statement.
9. ČSOB is authorized to block Electronic Banking services/payment means for reasons relating to the security of Electronic Banking services/payment means, in particular as a result of a suspicion of unauthorized or fraudulent use of Electronic Banking services/payment means. Prior to blocking the Electronic Banking services/payment means, or if this is not possible, immediately afterwards, ČSOB shall inform the Authorized Person, in a manner defined in the Accounts and Payments Terms and Conditions, Mutual Communication, of the blocking of the Electronic Banking services/payment means, including the grounds for their blocking, unless informing the Authorized Person could defeat the purpose for which the Electronic Banking services or the payment means used within the Electronic Banking service are being blocked or unless such blocking contravenes other legal regulations.
10. ČSOB will take all appropriate measures to stop any further use of the Electronic Banking services after receiving information in accordance with Article V, Paragraph 8 Letter b) even if the Client is negligent or commits a fraud.
11. ČSOB will not be responsible for the security of the public communication and data lines the Electronic Banking services are 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
12. ČSOB is entitled to withdraw from a contractual relationship in the event that the duration of the obligations arising from the contractual relationship or the use of a product or service become unacceptable or unlawful for ČSOB due to the existence of relevant laws or internal policy of ČSOB or the KBC Group.

## **VII. Account statements and complaints**

1. The Account Holder will be informed of the execution of Instructions through electronic or paper account statements. Only the Account Holder can ask for access to electronic account statements, either in writing or electronically, through the Electronic Banking services (if the Electronic Banking services and the account/product for which the account statement is prepared allow this).
2. ČSOB provides the Account Holder with account statements electronically through the Internet application of the Internet Banking/InternetBanking 24 service. ČSOB makes account statements available monthly as standard, in the PDF format and in Czech, unless agreed otherwise. Only the

Account Holder can ask for the frequency of account statements to be changed or for a change from electronic to paper form or vice versa.

3. If the Account Holder and ČSOB agree to access to account statements electronically, the electronic account statement is automatically available and sent to all Authorized Persons authorized by the Account Holder to dispose of funds in the Account Holder's account. The Authorized Person will also be informed via the account history.
4. If the Account Holder is a legal entity, ČSOB will make account statements available to the Account Holder through the Authorized Persons authorized by him/her.
5. Electronic account statements are available in the Internet Banking/InternetBanking 24 service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements.
6. The Client must check the continuity of settlements, the correctness of the funds in the account and the correctness of Payment Transactions and executed Instructions in account statements immediately. If the Client finds discrepancies in settling or not settling feasible payment orders or Instructions, he/she must notify ČSOB of the defects and ask to have them removed without undue delay after discovering the fault but no later than by the deadline according to the relevant legal regulations.
7. The Client is entitled to require problems arising in connection with the Electronic Banking services to be resolved at a ČSOB branch in writing, by phone via the Phone Banking service or by e-mail to the Electronic Banking Helpdesk address (contact details at [www.csob.cz](http://www.csob.cz)) within the period specified in the ČSOB Claims Code, which is available at ČSOB branches and at [www.csob.cz](http://www.csob.cz).

#### **VIII. Other Provisions and Specifics of Electronic Banking Services**

1. The Authorized Person can sign electronic contractual or other documentation by his/her biometric signature on an electronic tablet or signpad. ČSOB signs this documentation by a scanned signature of an authorized ČSOB representative or a biometric or other signature. Contractual documentation will come into effect when signed by all contracting parties; documentation signed by only one of the parties will come into effect when signed by the relevant contracting party. Subsequently, ČSOB will affix an electronic seal and qualified time stamp and send it to the Authorized Person's Internet Banking application of the Internet Banking/InternetBanking 24 service. If the obligation ceases to exist and the contractual relationship arising from the Contract/Agreement is terminated, the Authorized Person must store this documentation using another data storage prior to the date of the termination of the contractual relationship. If electronic contractual or other documentation is concluded between the Authorized Person and ČSOB, acting as an agent, mediator or another contracting representative of the ČSOB Group, and is addressed to the Authorized Person, the above applies analogously.
2. When Electronic Banking services are used ČSOB will accept only those Instructions that include complete data corresponding to the prescribed and authorized formats according to the selected Electronic Banking service. ČSOB is not liable for damage caused by the non-execution of incomplete or unauthorized Instructions. ČSOB is also entitled not to execute or to refuse to execute Instructions in other cases which render them not feasible according to the Terms and Conditions and the Accounts and Payments Terms and Conditions or other contractual terms and conditions relating to the provision of services or products of ČSOB and the ČSOB Group. ČSOB will not execute Payment Transactions if there are insufficient funds on the accounts of the Account Holder which are to be debited, if accounts are blocked, etc. ČSOB shall notify the Client of the non-execution of a Payment Transaction in accordance with the Accounts and Payments Terms and Conditions. ČSOB is not liable for any damage incurred because of incorrect Instructions or Instructions entered in duplicate delivered to ČSOB via the Electronic Banking services.
3. The Smart Key can always be activated at a ČSOB branch.  
If the Authorized Person has several identification numbers, they can activate the Smart Key at a ČSOB branch or via a ČSOB/Poštovní spořitelna ATM.



If the terms and conditions specified in this Paragraph are met, the Authorized Person can also activate the Smart Key via the Internet Banking/InternetBanking 24 service or at a ČSOB/Poštovní spořitelna ATM and ČSOB and the Authorized Person agree that the Agreement will be modified accordingly. By activating the Smart Key, the Authorized Person agrees that the Contract will apply in the wording concluded before the Smart Key is activated with the following changes:

- if the Authorized Person has established an SMS Key, the method used for authenticating and authorizing will change from the SMS Key to the Smart Key according to the setting the Authorized Person had for the SMS Key;
- if the Authorized Person has logged in to the Internet Banking/InternetBanking 24 service through the Identification number and PIN as soon as the Smart Key is activated, the method used for the Authorized Person's log-in will change to the Identification number, PIN and Smart Key;
- if the Authorized Person has no SMS Key and uses a chip card for authentication and a Qualified Electronic Signature generated on the card for the authorization of Instructions and logs in to the InternetBanking 24 service through a chip card and PIN, for the chip card, as soon as the Smart Key is activated, the Authorized Person's options to authorize Instructions will be extended according to the settings for the Smart Key with setting of limits in the amount of CZK 1,500,000 (daily limit)/ CZK 3,000,000 (weekly limit).

Otherwise, the Smart Key can be activated at a ČSOB branch only.

If the Authorized Person uses Smart Key, it can be deactivated or the method used for the authentication or authorization of Instructions can be changed to an SMS Key at a ČSOB branch or via the Phone Banking service. In the event of changes made via the Phone Banking service, ČSOB and the Authorized Person agree that the Contract will be modified accordingly.

4. The Authorized Person may request a change in the way an Authorized Person is authenticated in the Internet Banking/InternetBanking 24 service at a ČSOB branch or via the Phone Banking service; the way an Authorized Person is authenticated can be changed from the Identification number and the PIN to the Identification number, the PIN and the SMS Key/Smart Key. In the event of such a change, ČSOB and the Authorized Person agree that the Contract will be modified accordingly.
5. Informative text messages and messages sent by electronic mail are not electronically signed or encrypted.
6. All phone calls made using the Phone Banking service are subject to sound recording. All Instructions delivered through the Internet Banking service/InternetBanking 24 service are subject to copies being made of text messages and Instructions.
7. If, when using the services of mobile operators T-Mobile (TWIST recharging)/ O2 (O2 recharging)/ 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 has not sufficient funds in his/her account in the period between entering the request and the actual debiting of the account, ČSOB can charge the Client for using these services on the understanding that it is a contractually non agreed overdraft on the account with the consequences resulting from this.
8. The Account Holder's accounts (or selected products and services of ČSOB and the ČSOB Group) open to this option are automatically made available to an Account Holder (who has full legal capacity) via the Electronic Banking services after the Contract and the Agreement are concluded. For contracts concluded before April 30, 2012, ČSOB will make the Account Holder's accounts accessible according to the preceding sentence as at the next update of the Contract, unless the contracting parties agree otherwise. The limit for an individual Payment Transaction made by the Authorized Person – Account Holder, which is specified by the Account Holder, cannot be determined in this case.
9. If the Client:
  - a) is a minor, the protection of Security Elements, safe use, settings and changes to Electronic Banking services will be the responsibility of the legal representative who has concluded the Contract and the Agreement. The Authorization the legal representative(s)

granted to an Authorized Person will cease as soon as the Account Holder has reached the age of legal capacity. If the legal representatives are declared bankrupt during insolvency proceedings, ČSOB is entitled to block the funds in the minor Account Holder's account and block all access to the minor Account Holder's account through the Electronic Banking services. If both legal representatives represent the minor Client when the Contract is concluded, it may be changed or terminated only by both legal representatives. If one legal representative represents the minor Client when the Contract is concluded, it may be changed or terminated only by the legal representative who signed the Contract.

- b) If the Account Holder is represented by a court-appointed guardian, the guardian who has concluded the Contract and the Agreement is responsible for protecting the Security Elements and for secure use of the Electronic Banking services, settings and changes.
10. Both ČSOB and the Client are entitled to terminate the Contract and the Agreement without giving any reason. If the Client terminates the Contract or the Agreement, the obligation and the contractual relationship under the Contract or the Agreement will cease to exist when the termination notice is delivered to ČSOB. If ČSOB terminates the Contract or the Agreement, the notice period will be two months and it will commence on the first day of the calendar month following the month in which the termination notice is delivered. ČSOB's right to proceed in accordance with Article VI, Paragraph 10 will not be affected. If the obligation ceases to exist and the contractual relationship from the last account agreement through which the Account Holder receives Electronic Banking services is terminated and the Account Holder does not have another account at ČSOB for which Electronic Banking services are provided, then on the day when the obligation ceases to exist and the contractual relationship according to the account agreement is terminated, the obligation terminates and the contractual relationship under the Agreement terminates as well.
11. If the legal relationship established by all the agreements containing arrangements for the provision of ČSOB Electronic Banking services concluded between ČSOB and the Account Holders who have authorized the respective Authorized Person to dispose with funds deposited in their accounts using the services is terminated, the legal relationship under the Agreement on the Activation of ČSOB Electronic Banking Services concluded between ČSOB and the Authorized Person terminates as well.
12. Matters not regulated by these CEB Terms and Conditions, Part C, e.g. rules and deadlines for payments and methods of communication between ČSOB and the Client, are specified in the Accounts and Payments Terms and Conditions, or in relevant contractual arrangements between the Client and ČSOB and/or ČSOB Group members.

## 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 ELB Service is provided.
- 2) The condition for the provision of the CEB Service to the Client – Authorized Person listed in the Authorisation to Dispose of Funds Deposited in Accounts - ČSOB BusinessBanking 24 - Authorized Persons, which is annexed to the Contract for the Use of the ČSOB BusinessBanking 24 Service, is that the Client – 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 Authorized Person shall log in to the CEB Service for the first time via

- a Certificate (as defined in Part A of the CEB Terms and Conditions), or
- an Identification Number and Identification Number PIN (as defined in Part A of the CEB Terms and Conditions), which the Client – Authorized Person must change to a username and password (as defined in the Identity Terms and Conditions) after the first login to the CEB Service. The Client – Authorized Person will use this username and password to log in to the CEB Service later on.

- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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).
- 13) 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.
- 14) These CEB Terms and Conditions shall enter into force on 1 May 2019, and shall supersede:
- i) the Business Terms and Conditions for the Provision of ČSOB CEB Service dated 20 July 2018 and
  - ii) the ČSOB Electronic Banking Service Business Terms and Conditions dated 1 November 2018; this applies to the Clients who, as of 1 May 2019 and within the meaning of Part C of the CEB Terms and Conditions, are:
- Account Holders – legal entities
  - Authorized Persons – natural persons authorized by a legal entity (Account Holder) to dispose with funds.

Československá obchodní banka, a. s.