

# ČSOB ELECTRONIC BANKING SERVICES

## BUSINESS TERMS AND CONDITIONS



1. Československá obchodní banka, a. s., registered office Radlická 333/150, 150 57 Praha 5, ID No. 00001350, registered in the Commercial Register of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter "ČSOB") issues the ČSOB Electronic Banking Services Business Terms and Conditions (hereinafter the "Terms and Conditions") and pursuant to Act No. 284/2009 Coll., Payment System Act as subsequently amended (hereinafter the "PSA") and for matters not covered by PSA Law No. 89/2012 Coll., Civil Code as subsequently amended (hereinafter the "Civil Code") will apply. The legal relationships between ČSOB and Clients when providing ČSOB Electronic Banking Services (hereinafter "ELB Services") will be governed by the law of the Czech Republic (hereinafter the "CR"); mutual communication will be in Czech unless agreed otherwise.
2. The Client – Account Holder/Authorized Person – must acquaint himself with these Terms and Conditions in detail and adhere to them.

### Definitions and Terms

3. For these Terms and Conditions the ELB Services will be:
  - a) ČSOB Linka 24,
  - b) ČSOB InternetBanking 24, consisting of the Internet application and ČSOB SmartBanking application.The ELB Services enable Clients to communicate with ČSOB continuously (i.e. 7 days a week, 24 hours a day) and have access to selected products and services of ČSOB and its affiliates. Using the ELB Services will be identical to standard communications in writing.
4. ČSOB affiliates will be as set out below:
  - persons controlled by ČSOB
  - persons controlling ČSOB and
  - person controlled by any person who controls ČSOBand the terms "to control, controlling and controlled persons" will have the meaning as stipulated in Section 74 and subsequent Law No. 90/2012 Coll., on Business Corporations.
5. For these Terms and Conditions the Client will be:
  - a) The Account Holder – private individual or legal entity with an account at ČSOB,
  - b) An Authorized Person – private individual – the Account Holder or private individual authorized by the Account Holder to dispose of funds or book-entry securities deposited in his accounts via the ELB Services; the authorized person will concurrently have access to all information about the account(s) subject to the respective ELB Services.
6. The identification number is an eight digit number unambiguously identifying the Client – Authorized Person. If ČSOB has already allocated the ČSOB Client - Authorized Person an identification number another number will not be allocated to this person.
7. The Agreement will be an Agreement on Activation of ČSOB Electronic Banking Services which ČSOB will conclude with the Client – Authorized Person – which is governed by the valid laws of the CR and which these Terms and Conditions, the Business Terms and Conditions for Accounts and Payments (hereinafter the "Accounts and Payments Terms and Conditions") will be integral parts. Click on [www.csob.cz](http://www.csob.cz) for the Accounts and Payments Terms and Conditions.
8. The contract will be a contract concluded between ČSOB and the Client – the Account Holder – stipulating the provision of ČSOB Electronic Banking services which is governed by the valid laws of the CR and of which these Terms and Conditions and the Business Terms and Conditions for Accounts and Payments will be integral parts.
9. The ČSOB Smart Key application (hereinafter the "Smart Key Application") - is a security application that the Client - Authorized Person can install on his mobile device (smartphone, tablet) through particular markets (e.g. Google Play, AppStore, Windows store). After the Smart Key Application is installed the codes for the Client's - Authorized Person's authentication and authorizing Instructions entered via the Internet application of the ČSOB InternetBanking 24 service are generated on the mobile device of the Client - Authorized Person. The Smart Key Application can be used online via the Client's - Authorized Person's data connection or offline.
10. The ELB Services will contain the following security elements:
  - a) Password for a ČSOB Linka 24 service Client Advisor – six-to-ten digit alphanumeric data by which the Client – Authorized Person – will be authenticated. The Client – Authorized Person can change the Password at any time.
  - b) PIN – a five digit number that is generated automatically by the system by which the Client – Authorized Person – will be authenticated or will authenticate instructions. The Client – Authorized Person can change the PIN at any time.
  - c) The PIN (for the Smart Key Application) is a five-digit numeric or image code enabling the Client - Authorized Person to use the Smart Key Application. The Client - Authorized Person can choose/change the PIN (for the Smart Key Application) directly in this Application.
  - d) The PIN (for the chip card) – a four-to-eight digit number enabling the Client – Authorized Person – to use the chip card. The PIN (for the chip card) is generated separately for each chip card and the Client – Authorized Person – can modify it.
  - e) The PUK (for the chip card) – a numerical combination given to the Client – Authorized Person – for de-blocking the PIN (for the chip card).
  - f) SMS key (Authorization code) – a nine digit alphanumeric data through which the Client – Authorized Person – will authenticate instructions, or through which he logs in to the Internet application of the ČSOB InternetBanking 24 service. The SMS key is also used to activate the Smart Key and the ČSOB SmartBanking application (to activate the ČSOB SmartBanking application the SMS key can be of a different length). The authorization code will be generated separately for each instruction/log-in and sent to the Client – Authorized Person – in a selected manner to a pre-defined mobile phone number.
  - g) The Smart Key (Authorization Code) is a six-digit numeric data by which the Client - Authorized Person authorizes Instructions or logs in to the Internet application of the ČSOB InternetBanking 24 service. An Authorization Code is generated separately for each Instruction/login and is displayed in the Client's - Authorized Person's Smart Key Application.
11. The means of communication with the ELB Services will be in accordance with these Terms and Conditions as follows:

- a) a chip card – plastic card with an electronic chip for safekeeping and generating a private key and certificate for the electronic signature. The chip card includes an envelope for delivering the PIN (for the chip card) and information on how to use the chip card.
  - b) a chip card reader – facility for communicating between the PC with the chip card. Detailed information about using the chip card reader is available in the User Manual for the ČSOB InternetBanking 24 Service at the Internet address: [www.csob.cz](http://www.csob.cz).
  - c) a telephone with pulse/ tone option
  - d) mobile/portable facility – mobile phone and or other mobile facilities with Internet access, e.g. smartphone, tablet, laptop, the recommended configuration of which is listed in the user manual for the respective service.
  - e) a PC – personal computer with the recommended configuration as specified in the User Manual for the ČSOB InternetBanking 24 service or ELB Services information material.
12. An instruction will be an instruction of the Client – Authorized Person – delivered to ČSOB via the ELB Services for a payment transaction (payment order), or the use of products and services provided by ČSOB and/or its affiliates according to the actual offers. The products and services provided by ČSOB and/or its affiliates will be governed by the respective business terms and conditions and the contractual provisions between the Client and ČSOB and/or its affiliates unless these Terms and Conditions stipulate otherwise.
13. Payment transaction will be a money transfer within:
- a) Domestic payments from an account denominated in CZK and in CZK in the Czech Republic i.e. a payment order, priority payment, standing payment order, collection permit, collection order, transfer in CZK or a foreign currency (between accounts of the same Client – Account Holder – kept at ČSOB both in CZK and a foreign currency) or repaying a credit card loan.
  - b) Non-documentary payments in a foreign currency and in CZK to a foreign country and in a foreign currency in the Czech Republic (i.e. within ČSOB) i.e. a foreign payment order and in a foreign currency in the Czech Republic.
14. The Data Box is an electronic depository for deliveries from public authorities, interacting with public authorities and deliveries of documents of private individuals, private individuals entrepreneurs and legal persons. Data Boxes are established and administered by the Ministry of the Interior (Section 2 of Law No. 300/2008 Coll. on Electronic Transactions and Authorized Conversion of Documents, as subsequently amended).
15. Convenient Data Box under these Terms and Conditions is a data box defined by the law accessible within the ČSOB InternetBanking 24 service environment or its Internet application.
16. Biometric signature - is a person's own signature on an electronic tablet or signpad. It captures the dynamics of the signature and its characteristics transferred into it by the signatory. The Client - Authorized Person negotiating with ČSOB in person can confirm by his biometric signature the validity of his written acts made by electronic means at selected branches. To use his biometric signature, the Client - Authorized Person must provide ČSOB with his consent to biometric data processing. For more information see the "Information on personal data processing" document on [www.csob.cz](http://www.csob.cz) and at ČSOB branches.

#### **ELB Services Characteristics**

17. The ELB Services will be provided on the basis of the Contract and Agreement concluded between ČSOB and the Client – Account Holder/ Authorized Person. The ELB Services will only be provided if the Client – Account Holder maintains an account.
18. The Client - Authorized Person can sign contractual or other documentation electronically using the biometric signature on an electronic tablet or signpad at selected branches. ČSOB will sign this documentation with the scanned signature of a ČSOB authorized representative, biometric or otherwise. The contractual documentation will come into effect when it is signed by all the Contracting Parties; the documentation to be signed by only one of the contracting parties will become effective when signed by the relevant Contracting Party. ČSOB then affixes an 'electronic sign' and a 'qualified time stamp' to documentation and sends it to the Client - Authorized Person to the ČSOB InternetBanking 24 service, Documents folder. If the obligation and the contractual relationship under the Contract/Agreement is terminated the contractual or other documentation will be removed from the Documents folder. The day before the contractual relationship is terminated the Client - Authorized Person must deposit the documentation in another 'storage site'.
19. The following Czech citizens or foreigners can ask for the ELB Services:
- A private individual,
  - A private individual – entrepreneur,
  - A legal entity.
- After concluding the Contract, the Client – Account Holder – or Authorized Persons specified by him will be allowed to use the ELB Services to communicate with ČSOB and access selected products and services provided by ČSOB and its affiliates. The authorization granted to the Client - the Account Holder to use the funds in the account does not cease to exist when he dies unless it is clear from its contents that it should last only for life of the Client - the Account Holder. ČSOB establishes ELB Services for the Client – Authorized Person - on the basis of the Agreement.
20. ČSOB automatically makes accounts (or selected ČSOB's and its affiliates' products and services) to which ČSOB will provide access, available to the Client - Account Holder (fully legally competent person) through ELB services after the Contract and Agreement is concluded. For contracts concluded before April 30, 2012 ČSOB will make a ČSOB Client - the Account Holder's accounts available according the preceding sentence with the next update of the Agreement unless the parties agree otherwise. No limit per transaction can be determined in this case. This provision does not apply to Clients – Account Holders – private individuals entrepreneurs.
21. The following services are to be used within the ELB Services:
- ČSOB Linka 24 – i.e. Client Representative services (phone communication with specially trained staff), ČSOB Info 24 (automatic delivery of information which the Client – Authorized Person - may choose).
  - ČSOB InternetBanking 24 with an electronic signature/ with an SMS key/ Smart Key/passive - secured communication with ČSOB via the Internet. The Internet application can be used with ČSOB InternetBanking 24 - passive service or electronic signature. With ČSOB InternetBanking 24 with an SMS key service in addition to the Internet application the ČSOB Smartbanking application can also be used. If the Client - Authorized Person used to use an SMS key and has activated the Smart Key he can also continue using the ČSOB Smartbanking application. The Client – Authorized Person can use the ČSOB SmartBanking concurrently with the newly established ČSOB InternetBanking 24 service with a Smart Key.
22. For error-free use of the ELB Services, ČSOB requires the Client – Authorized Person – to have the following (HW and SW) equipment for a particular service:

- a) ČSOB Linka 24 – phone with pulse/ tone option or mobile phone for sending/accepting SMS messages,
  - b) ČSOB InternetBanking 24 – the HW and SW is specified in the user manual for the ČSOB InternetBanking 24 service and in the manual for the ČSOB SmartBanking service.
- A detailed description of the use of the ELB Services is subject to the manuals and instructions for the ELB Services. The valid manuals and instructions are available at [www.csob.cz](http://www.csob.cz) and on request at all ČSOB branches. The manual and instructions for the Internet application of the ČSOB InternetBanking 24 service are part of the application.
23. When establishing ELB services the Client – Authorized Person – can ask for a daily/weekly limit for the services to be set up:
    - a) ČSOB Linka 24 service – Client Representative not exceeding CZK 300,000 for a daily limit/ CZK 500,000 for a weekly limit.
    - b) ČSOB InternetBanking 24 service with authorization by SMS key/ Smart Key and ČSOB SmartBanking application, max. CZK 1,500,000 for a daily limit/ 3,000,000 for a weekly limit. For security reasons, ČSOB automatically sets up an initial daily limit of CZK 50,000/CZK 80,000 as the weekly limit unless the Client-Authorized Person – specifies otherwise.

The daily/weekly limit is the total of all transactions delivered to ČSOB during a day/week via ČSOB Linka 24 and ČSOB InternetBanking. Transactions delivered to ČSOB via the ČSOB Linka 24 service – Client Representative are not added to transactions delivered to ČSOB via the ČSOB InternetBanking 24 service with authorization by an SMS key/ Smart Key and the ČSOB SmartBanking application. Transactions delivered to ČSOB via ČSOB InternetBanking 24 service with authorization by an electronic signature are not included in the daily/weekly limit.
  24. The Client – Authorized Person – can ask for a limit for particular transactions delivered to ČSOB via the service to be set up as follows ČSOB InternetBanking 24 with authorization by an electronic signature which enables the Client to set up an unlimited limit per transaction. For security reasons ČSOB automatically sets this limit to CZK 1,000,000 unless the Client – Authorized Person – specifies otherwise.
  25. The Client – Account Holder – can set a limit for a particular Client – Authorized Person or for particular transactions in the account delivered to ČSOB by the Client – Authorized Person – regardless of the limits specified by the Client – Authorized Person.
  26. Particular limits specified by the Client for an:
    - Authorized Person are stipulated in the Agreement,
    - Account Holder are stipulated in the Contract or in the Authorization to Dispose of Funds in Accounts/Book-Entry Securities in Asset Accounts.

The limits can be changed either through a branch or via ČSOB Linka 24. For changes via ČSOB Linka 24 ČSOB and the Client - Authorized Person must agree that the changes in the Agreement will be made accordingly. ČSOB is responsible for setting the maximum limits increase for ČSOB InternetBanking 24 via ČSOB Linka 24.
  27. Limits according to Paragraphs:
    - a) 23 to 25 do not apply to a Collection order
    - b) 23 and 24 do not apply to a Transfer between accounts of the same Client – Account Holder.
  28. To use the Internet application of the ČSOB InternetBanking 24 service the Client – Authorized Person will contact the official ČSOB pages at [www.csob.cz](http://www.csob.cz) or the Internet application directly at <https://ib24.csob.cz>.
  29. When the ČSOB InternetBanking 24 - Comfort Settlement service is used ČSOB will not be responsible for the contents of electronic documents (tax documents or other written documents related to the payment) issued and delivered by the service provider to the ČSOB InternetBanking 24 service. The Client – Account Holder will make complaints about services/products, the fee charged etc. directly to the respective service provider. The list of service providers with whom ČSOB has concluded a comfort settlement contract will be available on the ČSOB Internet [www.csob.cz](http://www.csob.cz).
  30. The ELB Services will be fully provided in Czech. The Client can choose English for the ČSOB InternetBanking service.
  31. The Client - the Authorized Person - who has established a Data Box and has received access data to the Data Box is able to use Convenient Data Box, within the Internet application of the ČSOB InternetBanking 24 service, after the Convenient Data Box is activated. The Convenient Data Box will be activated by the Client – Authorized Person - so that he connects the Convenient Data Box and the Data Box in the Internet application of the ČSOB InternetBanking 24 service by entering his access data to a Data Box. After connecting the Convenient Data Box with the Data Box the Client – Authorized Person – will have access to data messages in his Convenient Data Box directly from the Internet application of the ČSOB InternetBanking 24 service. After activation the Convenient Data Box can be shared by several authorized persons.
  32. Data messages that the Client - Authorized Person - transfers from the connected Data Box are stored in the Convenient Data Box and the Client - Authorized Person – can access them throughout the period of using the Internet application of the ČSOB InternetBanking 24 service, unless the Convenient Data Box is cancelled.
  33. The Client – Authorized Person - can disconnect the Convenient Data Box from the Data Box through the Internet application of the ČSOB InternetBanking 24 service. ČSOB is entitled to disconnect the Client's - Authorized Person's - Convenient Data Box from his Data Box if the Client - Authorized Person - does not use the Convenient Data Box for more than one year. In this case the Client - Authorized Person - can access all data messages transferred to this box. However, the Client – Authorized Person – cannot transfer new data messages to the Convenient Data Box from the Data Box. The Client - Authorized Person – can reactivate the Convenient Data Box.
  34. If the Internet application of the ČSOB InternetBanking 24 service ceases to be used the Convenient Data Box will be cancelled (disconnected from the Data Box) on the same date; concurrently all data messages stored in the Convenient Data Box will be irretrievably deleted. If data messages from the Convenient Data Box need to be stored even after ČSOB InternetBanking 24 service is terminated the Client - Authorized Person - must store them outside the Internet application of the ČSOB InternetBanking 24 service himself.
  35. When using the Convenient Data Box ČSOB recommends not using the Data Boxes information system web interface for handling data messages in the connected Data Box. If this interface is used the data messages in the Convenient Data Box may not be registered in full.

#### Client Identification

36. When providing any banking service ČSOB must identify the Client or a person representing the Client; for a Client - legal entity identify the controlling person and the true owner of this legal entity, or legal entity if he is a member of the Client's statutory body. ČSOB identifies them in accordance with the legal regulations and to the extent specified in them especially identifying transactions that exceed the amount prescribed by the legal regulations. If the Client or a person representing the Client refuses to comply with the required extent of identification the banking service will not be provided. ČSOB must refuse to provide banking services while maintaining anonymity. Pursuant to the law on measures against money laundering and

financing terrorism ČSOB is entitled to ask the Client to provide additional data on the Client, those representing the Client and for legal entities additional data on the controlling person and the true owner of this legal entity at any time during the contractual relationship with the Client; to ask the Client to submit the required documents or information, including proof of the origin of funds remitted to a Client's Account, documents proving the Client's solvency and his liabilities or his credibility and the Client is obliged to provide this. ČSOB is entitled to make photocopies of all documents submitted by the Client for its own use. ČSOB is entitled not to execute a Client's transaction if it is associated with the risk of money laundering or financing terrorism or if a Client's transaction is suspected of being subject to international sanctions pursuant to the legislation on international sanctions or if ČSOB reasonably believes a Client's transaction does not comply with the legal regulations.

#### **Client Identification and Authentication – Authorized Persons**

37. The Client – Authorized Person - will use the ELB Services stipulated in the Agreement.
38. The Client – Authorized Person – will be identified for particular service as follows:
- a) ČSOB Linka 24 – Client Representative services - by the identification number and authenticated via selected signs from the PIN which the Client - Authorized Person - will receive when signing the Agreement in an envelope and selected signs from the password of the Client Advisor which the Client - Authorized Person - will specify when signing the Agreement. If the Client - Authorized Person cannot specify the password of the Client Advisor ČSOB can allow the Client - Authorized Person to use an alternative authentication method.
  - b) ČSOB InternetBanking 24 – Internet applications - by the identification number or authenticated by the PIN (if the Instructions are authorized by an SMS key) or the PIN and SMS key/Smart Key and/or the certificate issued by I.CA, which is on the chip card. The certificate, which is automatically generated, will be available when the PIN (for the chip card) is entered and the Client - Authorized Person - will receive it along with the chip card. The Client - Authorized Person - can change the PIN (for the chip card) at any time. For the ČSOB SmartBanking application the Client – Authorized Person – is identified by the identification number and authenticated by the PIN and SMS key if this application is activated. For further logins he is identified by the identification number and authenticated via the PIN. Transactions delivered to ČSOB via the Internet application are authorized by the Client – Authorized Person - using a single-use Authorization Code, the SMS key that is generated by the system at the Client's - Authorized Person's - request (the message with the Authorization Code will be delivered to the phone number specified by the Client - Authorized Person - when signing the Agreement) or by the Smart Key generated in the activated Smart Key application or by an electronic signature generated on the chip card. For the ČSOB SmartBanking application transactions are authorized by the PIN.  
The first payment transaction after the ČSOB SmartBanking application is activated by the PIN and the SMS key (does not apply to transfers between accounts of a client and collection). ČSOB is entitled to require transactions to be authorized via a combination of a PIN and SMS key.
- ČSOB is entitled to change the way of authenticating a Client – Authorized Person - for particular ELB Services. ČSOB will inform the Client – Authorized Person – about the new authentication method through the concerned ELB service, or in writing no later than 2 months before the change comes into effect.
39. During authentication, the Client – Authorized Person – will have several attempts depending on the selected service. The Client's – Authorized Person's access to the ELB Services will be blocked:
- a) ČSOB Linka 24 – Client Advisor – after a third incorrectly entered PIN or password,
  - b) ČSOB InternetBanking 24 – both the Internet and ČSOB SmartBanking applications – after a third incorrectly entered PIN.
40. Blocking:
- a) the SMS key i.e. blocking the possibility of authorizing transactions or authenticating access to the Internet application of the ČSOB InternetBanking 24 service, or the possibility of activating the ČSOB SmartBanking/Smart Key on a mobile/portable facility,
  - b) the Smart Key .e. blocking the possibility of authorizing transactions or authenticating access to the Internet application of the ČSOB InternetBanking 24 service
- will be carried out after the Client's – Authorized Person's fifth unsuccessful entry. The ČSOB Linka 24 service and the ČSOB SmartBanking application will be still available.  
To remove the access blocking of an SMS Key or the Smart Key the Client must go to a ČSOB branch in person or call the Electronic Banking CR Helpdesk by phone.
41. The chip card will be blocked after a third unsuccessful PIN entry to the chip card (other ELB services can still be used including the ČSOB InternetBanking 24 – passive, also the ČSOB SmartBanking application can be used with an SMS key). To remove the chip card access block the Client – Authorized Person – will use the chip card PUK. After successfully entering the PUK the Client – Authorized Person - will be asked to enter a new chip card PIN. After entering the chip card PIN incorrectly five times the card will be blocked and cannot be unblocked any more.

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

42. The Client must read information messages in the ČSOB Internetbanking 24 service about changes in the Terms and Conditions and the Price List.
43. If the Client is a minor, the parent who has concluded the Agreement for the minor is responsible for the protection of personalized security features, setting and changes in, and the safe use of the ELB Services. The parent / parents who has/have concluded the Contract for a minor Client - Account Holder and who has concluded an Agreement for the minor Client or who is an Authorized Person is/are responsible for disposing of the funds in a minor's account. Parents are entitled to dispose of funds in the account of a minor Client - Account Holder only in his favour and only for current affairs. The parent/parents need court approval to dispose of funds in other than routine matters. The parent is fully responsible for the compliance of the rights and duties when looking after a minor's fortune with the laws and court decisions. From the date of legal age (or date of full legal capacity, if earlier) the Client is entitled to make any legal act independently. The effects of actions taken by the parent / parents before the date of the Client's legal age remain in effect with the exception of an authorization to dispose of the funds in the minor's account granted by the parent/parents to the Client – Authorized Person(s). An authorization granted by the parent/parents to the Client – Authorized Person/Persons to dispose of funds in the minor's account expires on the day the Client reaches his legal age. If the parents' assets are declared bankrupt during insolvency proceedings ČSOB is entitled to block the funds in the minor Client - Account Holder's account and block all access to the minor Client – Account Holder's account through ELB Services.

44. If the Client is represented by a court-appointed guardian, the guardian is entitled to dispose of funds in the account only in the interest of the Client in accordance with the relevant laws and court decisions and is responsible for the Client disposing of funds in the account only to the extent arising from the relevant laws and court decisions. If he concludes an Agreement for the Client he will be responsible for protecting the personalized security features and safe use of the ELB Services.
45. The Client must ensure that the device used to service the account(s) and for electronic banking services (the "Device") has:
- an updated operating system (regular updates remove security weak points discovered before using it)
  - an updated Internet browser from a recommended SW shown at [www.csob.cz](http://www.csob.cz)
  - functional (constantly on) and updated antivirus program set to regularly monitor virus on the Device
46. The Client must:
- install (in his/her tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play, Windows Store) and exactly follow the authorizations required by the installed application (e.g. deny access of the application to SMS messages etc.),
  - 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 its resistance to malicious software),
  - 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),
  - use only a trusted and properly secured Device (e.g. not a public computer with Internet access without an adequate level of safety)
47. The Client must know about the security of Electronic Banking services, in particular:
- the methods of logging in and authorizing operations
  - the options of setting safe personalized elements as ČSOB allows, in particular the recommendation of not using simple passwords or passwords that can be derived from his information
  - the options of setting safety limits to limit the amount of active transactions and transactions per service, see Paragraphs 23 and 24 of these Terms and Conditions
  - the method of communicating with ČSOB (e.g. no reaction to e-mail messages with a suspicious title and content, especially when personal data, passwords, PIN codes, payment card numbers must be disclosed)
  - safe behavior on the Internet (e.g. not opening documents of suspicious e-mail messages or not clicking on the links they contain. All suspicious reports must not be opened and should be deleted),
  - the procedure for the loss, theft or disclosure of personalized security features, digital Device or mobile devices, i.e. immediately inform ČSOB and ask for access to Electronic Banking services to be blocked in accordance with Paragraph 50b; for a mobile device to ask the operator to block the SIM card
  - the safety principles for using Electronic Banking available at [www.csob.cz](http://www.csob.cz)
48. The Client bears full responsibility for any damage incurred as a direct result of broken obligations referred to in the Article "Rights, Obligations and Responsibility of the Client Paragraphs 45 to 47 of these Terms and Conditions.
49. The Client – Authorized Person – must use the ELB Services only in accordance with the Contract and/or Agreement, the Terms and Conditions and other ELB Services instructions and adhere to the procedures specified in them, in particular he must prevent any other person becoming acquainted with the personalised security elements used, must not disclose these personalised security elements to any other person and not to keep them in an easily readable form or have them or keep them together with the means of communication with the ELB Services (for example the PIN on the chip card) i.e. he must take all reasonable measures to protect his personalised security elements and communication means to the ELB Services. 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.
50. If the Client – Authorized Person:
- Forgets his personalised security elements, he must set new personalised security elements (if possible), or come to the ČSOB branch to set new personalised security elements.
  - Discovers a loss, theft or misuse of personalised security elements or means of communication with the ELB Services (for example the loss/theft of the SIM card or mobile phone, chip card or mobile facility/PC with an activated ČSOB SmartBanking application, ČSOB Smart Key etc.) or finds that an unauthorized person knows his personalised security elements, he must set new personalised security elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the security elements through ELB Services) inform ČSOB of this immediately, either in person at the ČSOB branch, or by phone to the Client Representative via the ČSOB Linka 24 telephone number given in the information materials for ELB Services, or by phone or email to the Electronic Banking Helpdesk CR. Failing to fulfil these obligations will be considered a serious breach of the Contract/Agreement. The client representative after an agreement with the client will immediately block his access to the ELB Services and agree with him on further procedures. The Client – Authorized Person can invalidate the certificate – 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 ELB Services even when the Client – Authorized Person – is negligent or carries out a fraudulent transaction. The Client – Authorized Person must provide ČSOB with the maximum co-operation in remedial measures. If the Client – Authorized Person – does not accept the proposed measures ČSOB will not be liable for any potential damage the Client may incur.
  - Finds an unauthenticated payment transaction i.e. a payment transaction for which he has not given an order, errors or other discrepancies in the account maintenance for which the ELB Services are provided he must inform ČSOB at the branch in person, or by phone via the Client Representative at the ČSOB Linka 24 telephone number, which is available in the ELB Services information material.
51. The Client – Authorized Person – is not obliged to confirm ČSOB of the announcement in writing.
52. The Client will be fully responsible for any damage incurred due to the loss, theft or misuse of personalised security elements, or means of communication with the ELB Services (for example loss/theft of the SIM card or mobile phone, chip card, mobile facility with activated ČSOB SmartBanking application, Smart Key application etc.) until ČSOB is informed.
53. Once the Client – Authorized Person (or a person authorized by him) – informs ČSOB in accordance with Paragraph 50b, he will not be responsible for any financial loss incurred from the loss, theft or misuse of his personalised security elements or means of communication with the ELB Services except for fraudulent transactions by the Client – Authorized Person.
54. The Client – Authorized Person – will not be responsible for any damage in accordance with Paragraphs 52 and 53, if the means of communication with the ELB Services are used without using the authentication or identification personalised security elements. In this case the use of the means of communication is not sufficient to establish the Client's – Authorized Person's – responsibility.

55. The Client – Authorized Person – must use the ELB Services, or means of communication with the ELB Services in accordance with the Terms and Conditions, in particular adhere to all the agreed principles for the security of the means of communication with the ELB Services, including personalised security elements.
56. The correctness of particular instructions delivered to ČSOB via a Client Representative of the ČSOB Linka 24 service is confirmed by the Client – Authorized Person – by his approval at the end of a telephone call. The Client's - Authorized Person's - approval is considered an unambiguous and unquestionable acknowledgment of the correctness of the data sent by the Client – Authorized Person. To successfully place an instruction delivered to ČSOB via the Client Representative, the Client – Authorized Person – must wait for the Client Representative to confirm (verify) the instruction. If the Client does not do so, the instruction will not be executed.
57. The Client is not entitled to recall:
- A transfer (between accounts of the same Client – Account Holder)
  - Any payment transaction on the due date.
- A payment transaction with a future due date delivered via the ELB Services can be cancelled either (a) by a transaction cancellation application delivered to the ČSOB branch or (b) recalled or modified via the ELB Services but no later than the day before the due date at the latest by the deadline stipulated in the Terms and Conditions for Accounts and Payments, which are available in business premises of all ČSOB branches and at [www.csob.cz](http://www.csob.cz).
58. 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 Client - 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. Detailed information about the services of mobile operators is available on the official Internet websites of individual companies.
59. The notification of the Client – Account Holder – about which standing orders and collection permits ordered via the ELB Services will be executed by ČSOB on his death, must be delivered to ČSOB in writing via all ČSOB branches.
60. The Client – Authorized Person – is entitled to use via the ELB Services products and services provided by ČSOB and/or its affiliates as he is invited to do via the actual offers.
61. Selected ELB Services can be activated and deactivated via:
- a) the Client Representative for the ČSOB Linka 24 service,
  - b) the Internet application of the ČSOB InternetBanking 24 service or
  - c) directly in the application (e.g. ČSOB SmartBanking application).
- In addition, the ČSOB SmartBanking application can be deactivated at the Client's – Authorized Person's – request sent to ČSOB via the Electronic Banking Helpdesk CR. In this case the application will be deactivated on all mobile facilities/PC on which the Client – Authorized Person – has activated the ČSOB SmartBanking application.
62. The Smart Key can always be activated at a ČSOB branch – in this case the contracting parties conclude a new agreement replacing the existing Agreement including Smart Key activation.
- If the Client – Authorized Person – has several identification numbers the Smart Key can only be activated at a ČSOB branch.
- If the Client – Authorized Person is interested the Smart Key can also be activated under the following conditions by the ČSOB InternetBanking 24 service or ČSOB/ERA ATM and ČSOB and the Client – Authorized Person agree that the Agreement will be changed accordingly. By activating the Smart Key the Client – Authorized Person agrees that the version of the Agreement concluded before activating the Smart Key will apply with the following changes:
- if the Client – Authorized Person has established an SMS key the authentication and authorization method will change from the SMS key to the Smart Key according to the setting the Client – Authorized Person had for the SMS key,
  - if the Client – Authorized Person logs into the ČSOB InternetBanking 24 service with an Identification number and PIN, when the Client – Authorized Person activates the Smart Key the log in method will change to the Identification number, PIN and Smart Key,
  - if the Client – Authorized Person has not established an SMS key but uses a chip card for authentication and the electronic signature generated through the chip card to authorize Instructions and logs into the ČSOB InternetBanking 23 service using a chip card and the PIN of the chip card, when the Client – Authorized Person activates the Smart Key the method of authorizing Instructions will change according to the settings of the Smart Key with a daily limit of CZK 1,500,000 and weekly limit of CZK 3,000,000.
- In other cases the Smart Key can only be activated at a ČSOB branch.
- If the Client - Authorized Person uses a Smart Key it can be deactivated or the way of authenticating or authorizing Instructions for the SMS key can be changed at a ČSOB branch or by ČSOB Linka 24. For changes made via ČSOB Linka 24 ČSOB and the Client - Authorized Person agree that the Agreement will be amended accordingly.
63. Output information will be delivered as required by the Client - Authorized Person – to the addresses stated in the Agreement, which may be unilaterally changed by the Client - Authorized Person - via selected ELB Services.

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

64. ČSOB is entitled to have an officially verified signature on all written legal acts of the Client which he does not sign before a ČSOB employee.
65. If when concluding the Contract both parents represent a minor Client jointly the Contract can only be changed or terminated by both parents together. If when concluding the Contract only one parent represents the minor Client the Contract can only be changed or terminated by the parent who signed the Contract. A contract with a minor Client can only be concluded with one parent because of the nature and possibilities of ELB Services.
66. ČSOB will give the selected means of communication with the ELB Services i.e. chip card or chip card reader and other appropriate personalised security elements only to the Client – Authorized Person. These means of ELB services and personalized security communication must not be given to another person except the Client- Authorized Person - not even through a power of attorney. ČSOB will provide clients with the necessary information so that they can report the loss, theft or unauthorized use of a means of payment (means of communication to the ELB Services and personalised security elements). ČSOB will provide the client at his request with a document showing for a period of 18 months from the announcement that he has made an announcement in accordance with Paragraph 50b) of the Terms and Conditions.
67. ČSOB can when updating the appropriate version and upgrading particular ELB services discontinue providing and supporting services / applications / methods and replace this service / application / method with a newer version, after notifying the Client via the affected ELB Service or in writing, no later than 2 months before the date on which the

- service/support will be terminated. ČSOB is entitled in the context of innovation and upgrading particular ELB services to discontinue providing and supporting services / applications / methods in the appropriate version and replace this service / application / method with a newer version, after prior notification to the Client via the affected ELB Service or in writing, no later than 2 months prior to the date on which the service/support is to be terminated..
68. ČSOB will be responsible for:
- The non-execution of a payment transaction or the incorrect execution of a payment transaction for which the Client is entitled,
  - Unauthenticated payment transactions i.e. payment transactions for which the Client – Authorized Person – has given no instruction. However, ČSOB's responsibility will not apply if the Client's action is contrary to the Contract and/or Agreement and/or the provisions of the Terms and Conditions – especially Paragraphs 49 to 63.
  - Errors or other discrepancies in the account maintenance for which the ELB Services have been established caused by ČSOB.
69. In the cases stipulated in Paragraph 68 Letters a) to c) ČSOB will provide the Client with the following:
- The amount of the non-executed or incorrectly executed payment transaction including any interest on it,
  - The remaining amount needed for the original condition to be re-established.
- Remedial measures are specified in the Terms and Conditions for Accounts and Payments.
70. The provisions of Paragraph 69 Letters a) and b) will not apply if ČSOB proves that the Client has broken his obligations stipulated in the Contract and/or Agreement and/or the Terms and Conditions.
71. ČSOB will be entitled to charge the Client's - Account Holder's - account with fees in accordance with the ČSOB Price List (hereinafter the "Price List") for ELB Services (i.e. debit the account to be charged with fees as stipulated in the Contract or Authorization to Dispose of Funds in Accounts) except fees for delivering "Supplementary Information" provided through the ČSOB Info 24 service and those for renewing certificates (for the electronic signature) for the ČSOB InternetBanking 24 service, which will be debited from the account determined by the Client – Authorized Person. All types of fees which the Client - Account Holder - will have to pay for using the ELB Services and the ČSOB Info 24 service are given in the Price List, which is available at all ČSOB branches and the Internet address [www.csob.cz](http://www.csob.cz).
72. ČSOB will not be liable for the non-execution of a payment transaction, or the impossibility of using or the malfunction of ELB Services for direct or indirect reasons beyond the control of ČSOB or its partners because of vis major, international sanctions pursuant to the legal regulations for international sanctions, natural disasters, HW failures, computer viruses or other events caused for example by a third party (third-party program etc.).
73. ČSOB is not responsible for damage incurred by the Client due to the impossibility of using ELB services according to Paragraph 72.
74. In the case of a breach of a contractual obligation ČSOB is responsible only to the Client (and not to the person whose interest the obligations should benefit).
75. The Client has no legal entitlement to conclude an Agreement or Contract.
76. ČSOB informs clients about actual electronic systems attacks and their affects on safety and security at <https://bezpecnost.csob.cz> if this information is available.
77. ČSOB is entitled to immediately block ELB services/payment means used in the ELB Service particularly if malicious software on the Client's Device is detected, or if Client's behaviour breaches the Contract and / or the Agreement and / or these Terms and Conditions or if it is suspected that the ELB Services / payment means used in the ELB Service are being used without authorization or fraudulently.
78. ČSOB will inform the Client - Authorized Person before blocking the ELB Services / payment means used in the ELB Service, or if this is not possible, immediately after blocking the ELB Services / payment means used in the ELB Service of the reasons for it in any of the ways referred to in Paragraph 102, or any other way agreed with the Client - Authorized Person. This does not apply if providing this information could ruin the purpose of blocking the ELB Service / payment means used in the Service or it is contrary to other legal regulations. Once the reasons for blocking these Services / payment means used in the ELB Service are over ČSOB will unblock them.

## Security

79. Information about:
- The loss, theft or suspicion of misuse of security elements, and/or means of communication,
  - Finding an unauthorized payment transaction,
  - An error or other discrepancy in the maintenance of the account, for which ELB Services have been established, will be accepted by ČSOB through all its branches or by phone via the Client Representative at the telephone number of the ČSOB Linka 24, which is available in the ELB Services information material or at the telephone number or e-mail address of the Electronic Banking Helpdesk CR.
80. ČSOB will take all appropriate measures to stop any further use of the ELB Services after receiving information in accordance with Paragraph 50 Letter b) and 79 Letter a) even if the Client – Authorized Person – is negligent or commits a fraud.
81. The ELB Services will be provided via public communication and data lines. ČSOB will not be responsible for their security and therefore cannot influence the fact that the Client may incur damage due to any misuse of transmitted messages.
82. SMS messages and messages sent by electronic mail must not be electronically signed, or encoded.
83. All telephone calls made using the ČSOB Linka 24 service is subject to sound recording.
84. Because of the specific nature of ELB Services particular requirements and individual payment transactions on accounts via the Client Representative, or via instructions delivered by the Internet through a sound recording, copies of sent SMS messages or copies of requirements transmitted via the Internet can be documented. Sound recordings, SMS messages as well as records of requirements transmitted via the Internet will be safely electronically archived at ČSOB pursuant to Law No. 21/1992 of the Collection on Banks as subsequently amended for the respective period so that payment transactions can be located and errors corrected. ČSOB will be responsible for safe archiving.
85. ČSOB is entitled to adjust the settings in the Contract / Agreement and the Terms and Conditions in order to provide the highest level of ELB Services if there are reasons beyond the control of ČSOB that threaten to reduce the level of security protection, after notifying the Client via these ELB services or in writing, no later than two months before the date of the change / modification of the ELB services settings is made.

### Time Limits

86. Clients' – Authorized Persons' instructions will be accepted via the ELB Services 24 hours per day, 7 days per week.
87. Clients' instructions will be executed in accordance with the Terms and Conditions for Accounts and Payments or the respective contractual provisions between the Client and ČSOB and/or ČSOB affiliates as the case may be.
88. Payment transactions in accounts via the ELB Services will be made by ČSOB in accordance with the Client's – Authorized Person's instructions. Payment transactions to be made must comply with the following:
- The Terms and Conditions,
  - The Terms and Conditions for Accounts and Payments,
  - Legal regulations
  - or in accordance with the terms and conditions for selected products of ČSOB and/or its affiliates.
- ČSOB will make transfers (between accounts of a Client – Account Holder) only on the due date determined by the Client – Authorized Person – if the disposable funds in the account are sufficient. If not sufficient funds are in the account on the due date, the transfer will not be made.
89. The terms and times for delivering payment orders specified by ČSOB are stipulated in the Terms and Conditions for Accounts and Payments, which are available at all ČSOB branches and at the Internet address: [www.csob.cz](http://www.csob.cz).

### Account Statements and Complaints

90. The Client - Account Holder - will be informed of payment transactions and instructions carried out on book-entry securities account by an electronic or printed account statement as the case may be. Only the Client – Account Holder - can ask for access to electronic account statements either in writing or electronically through the ELB Services (if the ELB Services and the account/product for which the account statement is prepared allows this).
91. ČSOB provides the Client – Account Holder – with account statements electronically through the Internet application of the ČSOB InternetBanking 24 service. ČSOB makes account statements available monthly as standard, in the PDF format in Czech, unless agreed otherwise. Only the Client – Account Holder – can ask to change the account statement frequency or to change from electronic to paper form or vice versa.
92. If the Client – Account Holder – and ČSOB agree to access to account statements electronically the electronic account statement is automatically available to all the Clients – Authorized Persons – authorized by the Client – Account Holder – to dispose of funds on the Client's – Account Holder's – account. Making the electronic account statement available to the Client – Account Holder and/or Authorized Person - authorized by the Client – Account Holder, is considered as fulfilling the obligations of ČSOB pursuant to Law No. 284/2009 Coll. to provide clients account statements in the agreed manner. The Client - Authorized Person - will be informed also via the account history for the period specified in the Services ELB Manuals.
93. If the Account Holder is a legal entity ČSOB will make account statements available to the Client – Account Holder – through the Clients – Authorized Persons – authorized by the Client – Account Holder.
94. Electronic account statements are available in the Internet application of the ČSOB 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. Payment transactions/ instructions are disclosed separately along with the dates so that the Client can identify the payment transaction/ instruction, or beneficiary with whom the payment transaction/instruction is made as the case may be, and the amount debited in CZK or foreign currencies. Also the account balance can be verified via the ELB Services.
95. 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 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.
96. The Client is entitled to ask for difficulties arising in connection with the ELB Services to be resolved at the ČSOB branch in writing, by phone or at the e-mail address of Electronic Banking Helpdesk CR (both the telephone number and e-mail address are available at the Internet address: [www.csob.cz](http://www.csob.cz)).
97. The Client is entitled to claim resolution arisen from payments via the ELB Services, which may be made at the ČSOB branch or by phone at the Client Representative at the telephone line of the ČSOB Linka 24 given in informational material within a period specified in the Information material as stipulated in the ČSOB Claims Code.
98. Complaints by phone will be recorded, which will subsequently be used to handle the complaint.
99. ČSOB receives and handles complaints and claims in accordance with the ČSOB Claims Code, which is available at ČSOB branches and [www.csob](http://www.csob).
100. If the Client complains about a disputable payment transaction or seeks another remedy at ČSOB without success he is entitled to contact the respective court or the Financial Arbitrator. A motion for proceedings before the Financial Arbitrator is filed on the form available at [www.finarbitr.cz](http://www.finarbitr.cz). All relevant information is also available there.

### Communication

101. Unless otherwise specified in these Terms and Conditions all communication between ČSOB and the Client about the Agreement/Contract is done according to the following rules.
102. Communication between ČSOB and Clients must be in Czech as follows unless agreed otherwise:
- a) in person when a Client comes to a ČSOB branch,
  - b) by phone/ SMS message to the Client's mobile device,
  - c) in writing,
  - d) electronically, or
  - e) through the Client Centre.
103. Documents delivered by a postal service provider will be sent by ČSOB to
- a) private individuals
    - to the correspondence address agreed in the Agreement and or another document; the address of a ČSOB branch or PO BOX cannot be used,
    - to the permanent address if no Agreement has been concluded with the Client; ČSOB is always entitled to send documents to the permanent address if it considers it necessary because of the circumstances,
    - if the Client also provides ČSOB with his residential address the latter will be entitled to send documents also to the residential address

- b) private individuals – entrepreneurs and legal entities to the address of the registered office specified in the Contract.
104. ČSOB sends correspondence on terminating a contractual relationship, or a breach of the contractual obligations for a minor Client, unless legal capacity is achieved, or a Client with limited legal capacity to his legal representative or guardian to his permanent address.
105. The document will be considered delivered on the third working day after it is sent within the Czech Republic and the 15th working day after the day the document is sent abroad.
106. If a document is returned by a postal service provider as undeliverable, the effects of delivering it occur on the day when the consignment is returned to the Bank. The effects of delivering it occur even if the Client refuses to accept it.
107. ČSOB will accept by electronic communication through the ELB Services only a Client's – Authorized Person's instructions that contain the complete data corresponding to prescribed formats and authorized according to the selected electronic service. ČSOB is not liable for damage caused by the non-execution of incomplete or unauthorized instructions. ČSOB is entitled to refuse to execute or not to execute instructions in other cases preventing the instruction being executed according to the Accounts and Payments Terms and Conditions or other contractual terms and conditions for services or products of ČSOB and its affiliates. ČSOB will not execute a payment order if there are insufficient funds in a Client's - Account Holder's accounts to be debited, if the accounts are blocked etc. ČSOB notifies the Client of not executing a payment order in accordance with the Accounts and Payments Terms and Conditions (e.g. in writing, by telephone, SMS messages or at a ČSOB branch or makes it available in any other way agreed with the Client).
108. ČSOB is not liable for any damage incurred as a result of incorrect or duplicate instructions given to ČSOB through the ELB Services.

#### Final Provisions

109. ČSOB keeps confidential all matters subject to banking secrecy pursuant to the law. ČSOB keeps this information confidential even after the contractual relationship with the Client is terminated. ČSOB provides information subject to banking secrecy only to relevant persons and institutions pursuant to the law and the contractual arrangements with the Client.
110. The Client is responsible for the topicality, correctness and completeness of the data given to ČSOB and will notify ČSOB without undue delay of any changes in this data and prove the change by a valid identity document or another document from which the change is clear, with the exception of changes in the correspondence or residential (permanent) address which the Client only communicates.
111. After establishing a contractual relationship with the Client ČSOB processes his personal data pursuant to Law No. 101/2000 Coll. on Personal Data Protection. For more information on processing personal data see document "Information on Personal Data Processing", available at [www.csob.cz](http://www.csob.cz) and ČSOB branch operational premises.
112. Both ČSOB and the Client are entitled to terminate the Contract and Agreement without giving any reason. If the Client terminates the Contract or the Agreement the obligation will cease to exist and the contractual relationship under the Contract or Agreement will cease to exist when the termination notice is delivered to ČSOB. If ČSOB terminates the Contract or Agreement the notice period will be two months and commence on the first day of the calendar month after that in which the termination notice is delivered. ČSOB's right to proceed in accordance with Paragraph 77 will not be affected. If the obligation ceases to exist and the contractual relationship from the last account agreement through which the Client – Account Holder - receives ELB services is terminated and the Client – Account Holder - does not have another account at ČSOB for which ELB 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 Contract terminates as well.
113. The Client is not entitled, without ČSOB's prior written consent to assign, transfer, change, pledge, or otherwise encumber or otherwise dispose of the Contract or Agreement, their parts or individual rights arising from them, or negotiate with a third party to assume a debt resulting from the Contract or Agreement.
114. If any provision of these Terms and Conditions, Contract or Agreement is objectionable or unenforceable or becomes so, it will not affect the validity and enforceability of the other provisions of these Terms and Conditions, Contract or Agreement, if it can be separated from these Conditions, Contract or Agreement as a whole and if it can be assumed that the legal action took place without the invalid part, if ČSOB recognized the invalidity in time. ČSOB and the Client will make every effort to replace such a provision with a new one with contents and effects as close as possible to the invalid, objectionable or unenforceable provision.
115. The Client, if he is an entrepreneur, and ČSOB deviates from the respective provisions of Sections 1799 and 1800 of the Civil Code on adhesion type contracts. The provisions of these Terms and Conditions, Contract or Agreement cannot be invalid because of a discrepancy with these provisions in adhesion type contracts, in particular the invalidity of:
- a) clauses referring to terms and conditions outside the text of the respective agreement or contract the importance of which the Client does not know and the Client's awareness of which is not proven,
  - b) clauses that can only be read with particular difficulty, or clauses that are incomprehensible to a person of average intelligence even if they are to detriment of the Client and the explanation of which to the Client was not sufficient,
  - c) clauses that are particularly detrimental (disadvantageous) to the Client, without good reason, especially if the respective contract seriously and with no particular reason differs from the usual conditions negotiated in similar cases
116. ČSOB is entitled to propose changes in the Terms and Conditions / Price List. ČSOB will let the Client know about the suggested changes in the Terms and Conditions / Price List at the operational premises of ČSOB branches and at the Internet address [www.csob.cz](http://www.csob.cz) no later than 2 months before the date when the changes should come into effect. ČSOB also informs the Client simultaneously through a notice on account statements and/or through bank news in the ČSOB InternetBanking 24 service. If the Client does not refuse the suggested changes, it will be considered that he has accepted them. If the Client refuses the suggested changes before the date when they should come into effect he will be entitled to terminate the Agreement or Contract affected by these changes with immediate effect at no cost.
117. Because of the nature of these Terms and Conditions it is reasonable to expect that they will be subsequently amended. According to Paragraph 116 ČSOB is entitled to change the provisions of these Terms and Conditions to modernize ELB Services, in accordance with the normal commercial practices of banks and branches of foreign banks operating on the Czech market and with regard to changes in the legislation affecting the business activities of the Bank and its affiliates. Any changes according to the previous sentence are considered reasonable.
118. These Terms and Conditions will become effective on April 1, 2016 and the ČSOB Electronic Banking Services Business Terms and Conditions of July 1, 2015 and the ČSOB Linka 24 Terms and Conditions of April 1, 2003 cease to be effective.

Československá obchodní banka, a. s.