

ČSOB ELECTRONIC BANKING SERVICES

BUSINESS TERMS AND CONDITIONS



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**") pursuant to Act No. 284/2009 Coll., Payment System Act as subsequently amended (hereinafter the "**PSA**") and for matters not covered by the PSA Act 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; mutual communication will be in Czech unless agreed otherwise.

I. Definitions and terms

The ČSOB SmartBanking Application is ČSOB original software installed on smartphones or tablets from official app stores Google Play, App Store and Windows 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 ČSOB Smart Key Application is a security application used online via data connection of the Authorized Person or in the off-line mode installed on the mobile device (smartphone, tablet) through the official app stores Google Play, App Store, Windows Store, after which codes for authentication of the Authorized Person and authorization of Instructions entered through the Internet banking application of the ČSOB InternetBanking service are generated in the Authorized Person's mobile device.

The Internet Banking application is a web application accessible through a supported web browser after authentication at <https://ib24.csob.cz> which enables the user to communicate with ČSOB safely and use the established products according to the relevant product terms and conditions.

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

The Authorized Person is a private individual – Account Holder or a private individual who the Account Holder has authorized via the ELB Services in the Agreement or Authorization to Dispose of Funds in His Accounts or Disposing of Book-Entered Securities in His Accounts and who has access to all information about an account(s) provided by the relevant ELB Service.

ČSOB Affiliates are persons/entities controlled by ČSOB, persons/entities controlling ČSOB and persons/entities controlled by any person/entity controlling ČSOB; the terms to control, controlling person and controlled person have the meaning specified in Section 74 and other sections of Law No. 90/2012 Coll., on Business Corporations as subsequently amended.

The Agreement will be an Agreement on Activation of ČSOB Electronic Banking Services which ČSOB will conclude with the Authorized Person a part of which will be these Terms and Conditions and the Business Terms and Conditions for Accounts and Payments.

The Authorization is a document for disposing of funds/book-entered securities in accounts/property accounts.

The Contract is a Contract for the Provision of ČSOB Electronic Banking Services concluded between the Account Holder and ČSOB which includes these Terms and Conditions and the Business Terms and Conditions for Accounts and Payments as integral parts thereof.

The Client is the Account Holder and the Authorized Person.

The Convenient Data Box under the Terms and Conditions is a data box defined by Act No. 300/2008 Coll. on Electronic Acts and Authorized Document Conversion as subsequently amended accessible within the ČSOB InternetBanking 24 service or its Internet application.

ELB Services will be as follows:

- a) **ČSOB Linka 24** – a non-stop client telephone line. A supplementary service for automatic delivery of Client related information, payments and other ČSOB products can be established within the ČSOB Linka 24 service,
- b) **ČSOB InternetBanking 24** - secured communication with ČSOB via the Internet consisting of the Internet Banking application accessible at www.csob.cz or <https://ib24.csob.cz> and the ČSOB SmartBanking application. A supplementary service for automatic delivery of Client related information, payments and other ČSOB products can be established within the ČSOB InternetBanking 24 service.

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 authenticates the Authorized Person or the Instructions obtained when signing the Agreement; the PIN may be changed at any time.
- b) **SMS key (Authorization code)** – a nine digit alphanumeric data through which the 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) and to activate other applications provided by ČSOB. The authorization code will be generated separately for each Instruction/log-in and sent to the Authorized Person's pre-defined mobile phone number in the selected manner specified when the Agreement 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 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 numerical data by which the 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 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. 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 Linka 24 service** – six-to-ten digit alphanumeric data by which the Authorized Person will be authenticated. The Authorized Person will select this number while signing the Agreement; the number may be changed at any time.

The certificate is:

- a) a commercial certificate issued by První certifikační autorita, a.s., registered office Podvinný mlýn 2178/6, Praha 9, 190 00, ID No. 26439395 (hereinafter the "Commercial Certificate")
- b) A qualified certificate issued by this company (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).

The qualified electronic signature is a guaranteed electronic signature based on a qualified certificate and created by a qualified tool for electronic signature generation.

The means of communication will be as follows:

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

Helpdesk is an **Electronic Banking Helpdesk** customer contact centre the contact data of which is available at www.csob.cz.

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

An instruction will be an instruction of the Authorized Person delivered to ČSOB via the ELB Services for a payment transaction or the use of products and services provided by ČSOB and/or its affiliates.

The Payment Transactions are cashless payment transactions according to the Terms and Conditions:

- 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, direct debit (collection) permit, direct debit (collection) order, transfer in CZK or a foreign currency (between accounts of the same 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.

Principles of Safe Use of Electronic Banking will be a document containing basic information and recommended procedures on safe use of the ELB Services available at <https://bezpecnost.csob.cz>.

The User Manual is a set of instructions, manuals, user information and technical specifications of the ELB Services and documents of a similar nature, which is available at www.csob.cz/prirucky.

II. Characteristics of the ELB Services

1. To provide ELB Services an Agreement and Contract must be concluded. Both the Agreement and the Contract may be concluded as a Client's application (form) and its acceptance by ČSOB.
2. ELB Services can be provided if the applicant holds an account at ČSOB (Account Holder).
3. Using the ELB Services the Client is entitled to submit Instructions. ČSOB accepts Authorized Persons' Instructions 24 hours a day and 7 days a week.
4. Selected services and applications can be activated and deactivated through the relevant ELB Service or the Helpdesk. If an Authorized Person requires via the ČSOB Helpdesk the ČSOB SmartBanking to be deactivated the application will be deactivated on all mobile devices / PCs in which the Authorized Person has activated the ČSOB SmartBanking application.
5. ČSOB will assign the Authorized Person an Identification number. If the Authorized Person is provided with an Identification number before an Agreement is concluded he will not be given another one.
6. If there is no provision in the Agreement with ČSOB giving the Authorized Person the right to use an SMS key/Smart key/Certificate when using the ELB Services the Authorized Person can use the ELB services in the passive form only i.e. he will be authorized neither to make Payment Transactions nor to submit other Instructions.
7. If there is a provision in the Agreement with ČSOB giving the Authorized Person the right to use an SMS key/Smart key/Certificate when using the ELB 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 ELB services in the passive form only i.e. he will not be authorized to make Payment Transactions but he can submit other Instructions.
8. Active use of the ELB Services is an option to make Payment transactions and submit other Instructions.
9. ELB Services functionality is restricted for selected types of accounts for minor Account Holders and for parents of minor Account Holders. They have only passive access i.e. they cannot make Payment transactions.
10. If ČSOB enables it the Client can log in to Internet portals of ČSOB subsidiaries thus having access to information and services of ČSOB subsidiaries (e.g. Penzijní společnost, Hypoteční banka).

III. Limits

1. When establishing ELB Services to make Payment transactions the Authorized Person can agree on limits in the Agreement bearing in mind the type of the ELB Service and the method of authorizing Payment transactions in the relevant type of the ELB Service.
2. The limit for Payment Transactions made through:
 - a) ČSOB Linka 24 is a maximum of CZK 300,000 (daily limit) / CZK 500,000 (weekly limit).
 - b) ČSOB InternetBanking 24:
 - i) With authorization by an SMS key/ Smart key and ČSOB SmartBanking application is a maximum of 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 during a day/week via ČSOB Linka 24 and ČSOB InternetBanking 24. Transactions delivered to ČSOB via the ČSOB Linka 24 service are not added to Payment transactions delivered to ČSOB via the ČSOB InternetBanking 24 service with authorization by an SMS key/ Smart Key and the ČSOB SmartBanking application. Payment transactions delivered to ČSOB via the ČSOB InternetBanking 24 service with authorization by a Qualified electronic signature are not included in the daily/weekly limit.

- ii) With authorization by a Qualified electronic signature is unlimited per particular Payment transaction.

For security reasons ČSOB automatically sets up this limit to CZK 100,000 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.
4. The limits can be changed either through a branch or via the ČSOB Linka 24 service. For changes via the ČSOB Linka 24 service ČSOB and the Authorized Person must agree that the changes in the Agreement will be made accordingly. ČSOB is responsible for setting the maximum limits increase via the ČSOB Linka 24 service.
5. The limits specified in Paragraph 2 of this Article will not apply to the direct debit (collection) orders, permission for SEPA direct debits and transfers between accounts of an (one) Account Holder.

IV. Convenient Data Box

1. The Authorized Person who has established a Data Box pursuant to Act No. 300/2008 Coll. on Electronic Acts and Authorized Document Conversion as subsequently amended 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 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 the Data Box. After connecting the Convenient Data Box with the Data Box the 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.
2. Data messages that the Authorized Person transfers from the connected Data Box are stored in the Convenient Data Box and the 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.
3. The 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 Authorized Person's Convenient Data Box from his Data Box if the Authorized Person does not use the Convenient Data Box for more than one year. In this case the Authorized Person can access all data messages transferred to this box. However, the Authorized Person cannot transfer new data messages to the Convenient Data Box from the Data Box. The Authorized Person can reactivate the Convenient Data Box.
4. 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 the ČSOB InternetBanking 24 service is terminated the Authorized Person must store them outside the Internet application of the ČSOB InternetBanking 24 service himself.
5. When using the Convenient Data Box the Client must not use 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.

V. Authorized Person Authentication and authorization of Instructions by the Authorized Person

1. The Authorized Person is authenticated:
 - a) When using the ČSOB Linka 24 service by the identification number, selected signs from the PIN for the ČSOB Linka 24 service. If the Authorized Person cannot specify the password for the ČSOB Linka 24 service ČSOB can allow the Authorized Person to use an alternative authentication method.
 - b) When using the ČSOB InternetBanking 24 service:
 - i) Internet applications – by the identification number and the PIN or the PIN and SMS key / Smart key and/or the Commercial certificate,
 - ii) ČSOB SmartBanking application – by the identification number and the PIN and SMS key when this application is activated. For subsequent logins he is authenticated by the identification number and the PIN.
2. When using the ČSOB InternetBanking 24 service the Authorized Person authorizes Instructions delivered to ČSOB through:
 - a) Internet application – by SMS key (authorization code) or Smart key or Qualified electronic signature,
 - b) ČSOB SmartBanking application – by the PIN. The first Payment transaction after the ČSOB SmartBanking application is activated is authorized by the PIN and the SMS key (does not apply to

transfers between 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.

3. ČSOB is entitled to change the way of authenticating an Authorized Person for particular ELB Services. ČSOB will inform the 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.
4. During authentication, the Authorized Person will have several attempts depending on the selected service. The Authorized Person's access to the ELB Services will be blocked in the cases and in the way as described in the User Manual.
5. The Authorized Person confirms the correctness of particular data of an Instruction delivered to ČSOB via the ČSOB Linka 24 service by his consent at the end of a phone call. The Authorized Person's consent is considered as 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 ČSOB InternetBanking 24 service the Authorized Person must wait for confirmation (check) of this Instruction. If he does not do so the Instruction will not be carried out.

VI. Rights, Obligations and Responsibilities of the Client

1. The Client must carefully read and adhere to these Terms and Conditions and the Business Terms and Conditions for Accounts and Payments. He must also follow the Principles for Safety Use of Electronic Banking that are available at www.csob.cz/bezpecnost and in the User Manual available at www.csob.cz/prirucky.
2. The Client must read information messages about the Terms and Conditions and the Price List and monitor informative security messages displayed in the ČSOB InternetBanking 24 service and at <https://bezpecnost.csob.cz>.
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 weakness of the system),
 - b) An updated Internet browser from a recommended SW recommended SW shown at www.csob.cz,
 - c) Functional (constantly on) and updated antivirus program set to regularly monitor virus on the Device.
4. The Client must/must not:
 - a) Must not download and install programs that can be freely downloaded from the Internet, where he cannot be quite sure that they are free of viruses or spyware, or that they do not come from a source that is untrustworthy,
 - b) 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.),
 - c) Must 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),
 - d) Must 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) Must use only a trusted and properly secured Device (e.g. not a public computer with Internet access without an adequate level of safety),
 - f) before logging to the ČSOB InternetBanking 24 service the Client must verify whether the ČSOB server address complies with the <https://ib24.csob.cz> address and whether the certificate of the (web)site (a certificate issued by GlobalSign verifying the address for ČSOB) is valid; if he is not sure about the address or the validity of the certificate the Client must not carry out any actions/transactions, must not enter any Security Elements but he must contact the ČSOB Helpdesk.
5. The Client must know about the security of Electronic Banking services, in particular:
 - a) Options of setting Security Elements, in particular the recommendation of not using simple passwords or passwords that can be derived from his information,
 - b) 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) Safe behaviour on the Internet (e.g. not react to e-mail messages with a suspicious name and contents, particular if personal data, passwords, PIN code, payment card numbers are required to be provided, not open documents enclosed to such messages and not click on links in these messages),
 - d) Procedure for the loss, theft or disclosure of Security Elements, digital device or loss, theft of a mobile device i.e. inform ČSOB about the situation immediately and ask for blockage of ELB 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 ELB Services in full compliance with the Contract and/or Agreement, the Terms and Conditions, User Manual and the Principles for Safe Use of Electronic Banking and adhere to the procedures specified in them, in particular he must prevent any other person becoming acquainted with the Security Elements used, must not disclose these 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 to the ELB Services (for example the PIN on the chip card) i.e. he must take all reasonable measures to protect his Security Elements and communication Means. The Client must use the ELB 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 to the ELB 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 Security Elements, he is entitled to set new Security Elements (if possible), or come to the ČSOB branch to set them.
 - b) Discovers a loss, theft or misuse of Security Elements or Means of communication or finds that an unauthorized person knows his Security Elements, he 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 ELB Services) inform ČSOB of this immediately, either in person at the ČSOB branch, or by phone through the ČSOB Linka 24 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, 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 is negligent or carries out a fraudulent transaction. The Client must provide ČSOB with the maximum co-operation 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 account maintenance for which the ELB Services are provided he must inform ČSOB at the branch in person, or by phone via the ČSOB Linka 24 service, or by phone or e-mail address of the Helpdesk.
9. The Client will be fully responsible for any damage incurred due to breach of his obligations specified in Paragraphs 1-8 of this Article of the Terms and Conditions.
10. Once the Client (or a person designated by him) informs ČSOB in accordance with the obligation specified in Paragraph 8b) he will not be responsible for damage incurred from the loss, theft or misuse of his Security Elements or Means of Communication with the ELB 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 12, if the Means of communication with the ELB 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 accounts of a (one) Account Holder) and a Payment transaction through the ELB Services on the due date. A Payment transaction with a future due date delivered via the ELB Services can be cancelled either by a Payment transaction cancellation application delivered to the ČSOB branch or recalled or modified via selected 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.
13. The notification of the Account Holder concerning the standing orders and direct debit (collection) permits ordered via the ELB Services which will not be executed by ČSOB after his death, must be delivered to ČSOB in writing via any ČSOB branch.

VII. 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 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 based on a power of attorney.
3. ČSOB will not be responsible for an Instruction made (including an unauthorized Payment transactions) if the Client acts contrary to the Contract and/or the Agreement and/or 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.

5. If the account charged with a fee is cancelled or blocked, or there are not sufficient funds to pay the fee, the Account Holder expressly agrees that ČSOB will charge another account of the Account Holder.
6. ČSOB will not be liable for the non-execution of a Payment transaction and any damage incurred in connection with non-availability/malfunction of ELB Services for direct or indirect reasons beyond the control of ČSOB or its partners because of vis major, 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 (programme of another manufacturer etc.).
7. 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 fulfilling the agreed obligation.
8. ČSOB will inform Clients about current attacks against computer systems and their effects, through its security site <https://bezpecnost.csob.cz> if this information is available.
9. 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 is contrary to 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.
10. ČSOB will inform the Client 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 agreed ways of communication. 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.
11. ČSOB will take all appropriate measures to stop any further use of the ELB Services after receiving information in accordance with Article VI, Paragraph 8 Letter b) even if the Client is negligent or commits a fraud.
12. ČSOB will not be responsible for security of the public communication and data lines the ELB Services are provided through and therefore cannot influence the fact that the Client may incur damage due to any misuse of transmitted messages.

VIII. Account statements and complaints

1. The Account Holder will be informed of carrying out 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 ELB Services (if the ELB 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 ČSOB InternetBanking 24 service. ČSOB makes account statements available monthly as standard, in the PDF format in Czech, unless agreed otherwise. Only the Account Holder can ask to change the account statement frequency or to 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 to all the Authorized Persons authorized by the Account Holder to dispose of funds on the Account Holder's account. Making the electronic account statement available to the Account Holder and/or Authorized Person authorized by the 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 Authorized Person will be informed also 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.
5. 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.
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 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 ELB Services to be resolved at the ČSOB branch in writing, by phone via the ČSOB Linka 24 service or by electronic mail at the ELB Helpdesk address (contact at www.csob.cz) within the period specified in the ČSOB Claims Code which is available at ČSOB branches and at www.csob.cz.

IX. Other provisions and specifics of the ELB services

1. The Authorized Person can sign electronic contractual or other documentation by his biometric signature on an electronic tablet or signpad. ČSOB signs this documentation by a scanned signature of a ČSOB authorized representative, biometric or another 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 sign and qualified time stamp and send it to the Authorized Person's Internet Banking application of the ČSOB InternetBanking 24 service, Documents folder. If the obligation ceases to exist and the contractual relationship arising from the Contract / Agreement is terminated the contractual or other documentation is removed from the Authorized Person's Documents folder. The Authorized Person must save this documentation at another place before the contractual relationship is terminated. If electronic contractual or other documentation is concluded between the Authorized Person and ČSOB, acting as an agent, mediator or another contracting representative of ČSOB affiliates, and is addressed to the Authorized Person the above applies analogously.
2. When ELB Services are used ČSOB will accept only those Instructions that include complete data corresponding to the prescribed and authorized formats according to the selected ELB service. ČSOB is not liable for damage caused by non-execution of incomplete or unauthorized Instructions. ČSOB is entitled not to execute or refuse to execute Instructions also in other cases, which make them not feasible according to the Terms and Conditions and the Business Terms and Conditions for Accounts and Payments or other contractual terms and conditions relating to the provision of services or products of ČSOB and its affiliates. ČSOB will not execute payment orders if there are insufficient funds in accounts of the Account Holder which are to be debited, if accounts are blocked etc. ČSOB will notify the Client of non-execution of a payment order in accordance with the Business Terms and Conditions for Accounts and Payments (e.g. in writing, by phone, via SMS, or at a ČSOB branch or in any other way agreed with the Client). ČSOB is not liable for any damage incurred because of incorrect or duplicate entered Instructions delivered to ČSOB via the ELB Services.
3. The Smart key can always be activated at a ČSOB branch.
If the Authorized Person has several identification numbers he can activate the Smart key at a ČSOB branch or via a ČSOB/ERA ATM.
If the terms and conditions specified in this Paragraph are met the Authorized Person can also activate the Smart key via the ČSOB InternetBanking 24 service or at a ČSOB / ERA 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 Agreement 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 of 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 ČSOB InternetBanking 24 service through the Identification number and PIN as soon as the Smart key is activated the method of 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 for authentication of a chip card and for authorization of Instructions a qualified electronic signature generated on the card and logs in to the ČSOB 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 a Smart key it can be deactivated or the way of authentication or authorization of Instructions can be changed at a ČSOB branch or via the ČSOB Linka 24 services. For changes made via the ČSOB Linka 24 it applies that ČSOB and the Authorized Person consent to relevant modification of the Agreement.

4. SMS messages and messages sent by electronic mail are not electronically signed, or encoded.
5. All telephone calls made using the ČSOB Linka 24 service are subject to sound recording. All Instructions delivered through the ČSOB InternetBanking 24 service are subject to making copies of SMS messages and Instructions.

6. If the Convenient Settlement service within ČSOB InternetBanking 24 is used ČSOB will not be responsible for the contents of electronic documents (tax documents or other payment-related documents) issued and delivered by the service provider to the ČSOB InternetBanking 24 service. The Authorized Person will handle complaints about the provision of services / products, charged amount, etc. directly with the relevant service provider.
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 ČSOB and its affiliates products and services) open to this option are automatically made available to the Account Holder (having full legal capacity) after the Agreement and the Contract are concluded. For contracts concluded before April 30, 2012 ČSOB will make Account Holder's accounts accessible according to the preceding sentence as at the next update of the Contract unless the contracting parties agree otherwise. No limit per transaction can be determined in this case.
9. If the Client:
 - a) is a minor, the protection of Security Features, safety use, settings and changes will be the responsibility of the parent who has concluded the Agreement. The Authorization the parent(s) granted to an Authorized Person will cease as soon as the Account Holder has reached the legal capacity. If the parents' assets 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 ELB Services. If both parents represent the minor Client when the Contract is concluded it may be changed or terminated only by both parents. If a (one) parent represents the minor Client when the Contract is concluded it may be changed or terminated only by the parent who has signed the Contract,
 - b) If the Client is represented by a court-appointed guardian, the guardian who has concluded the Contract and the Agreement is responsible for protecting the Security Features and secure use of the ELB Services, settings and changes.

X. Final provisions

1. 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 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 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 Article VII 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 ELB services is terminated and the 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.
2. If the legal relationship established by the Contract containing arrangements for the provision of ČSOB Electronic Banking services and / or legal relationship established by the Contract for Provision of the ČSOB Electronic Banking Service - ČSOB BusinessBanking 24 concluded between ČSOB and the Account Holder and the legal relationship under the Contract for Use of the ČSOB BusinessBanking 24 Service concluded between ČSOB and the Installation Owner the legal relationship under the Agreement remains in force. If the legal relationship arising from all agreements/contracts concluded between ČSOB and the Account Holder containing arrangements on providing the ČSOB Electronic Banking services while legal relationship arising from all contracts for the provision of ČSOB Electronic Banking - ČSOB BusinessBanking 24 concluded between ČSOB and the Account Holder and concurrently the same relationship resulting from all contracts for the use of ČSOB BusinessBanking 24 concluded between ČSOB and the Installation Owner terminates the legal relationship arising from the Agreement terminates as well.
3. 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 Terms and 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.

4. The Client, if he is an entrepreneur, and ČSOB deviate 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 or Agreement seriously and with no particular reason differs from the usual terms and conditions negotiated in similar cases.
5. 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 via the ČSOB InternetBanking 24 service or account statement no later than 2 months before the date when the changes should come into effect. Suggested changes will also be available at www.csob.cz. If the Client does not refuse the suggested changes in writing, it will be considered that he has accepted them as a whole. 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. The Client must submit the termination notice at least one working day before the suggested changes should come into effect. ČSOB will always notify the Client of the consequences associated with the proposed changes and the right to refuse the proposal and to terminate the Contract / Agreement in the proposal of changes.
6. ČSOB is entitled to make a change by which it does not unilaterally interfere with the rights and obligations of the Client with immediate effect. This change may be in particular modification/amendment because of adding new services, increasing the safety of ELB services, technological developments and changing a constraining provision of law. ČSOB will notify clients of changes made in this way at www.csob.cz or through the ELB Service.
7. Having innovated and modernized particular ELB services ČSOB is entitled to discontinue providing and supporting Security Elements or applications used within the ELB Service and replace them with the latest version as the case may be after notifying the Client via these ELB services or in writing, no later than two months before the date when the provision or support should be terminated.
8. ČSOB is entitled to adjust the settings in the Contract / Agreement or 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.
9. The matters not regulated by these Terms and Conditions e.g. rules and deadlines for payments and method of communication between ČSOB and the Client are specified in the Business Terms and Conditions for Accounts and Payments, or in relevant contractual arrangements between the Client and ČSOB and / or ČSOB affiliates.
10. These Terms and Conditions will become effective on December 1, 2016 to replace the Terms and Conditions for Providing the ČSOB Electronic Banking Services of April 1, 2016.

Československá obchodní banka, a. s.