

ČSOB ELECTRONIC BANKING SERVICES BUSINESS TERMS AND CONDITIONS



Československá obchodní banka, a. s., with its registered office at 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, pursuant to Act No. 89/2012 Coll., Civil Code, as subsequently amended, (hereinafter the "**Civil Code**"). The legal relationships between ČSOB and Clients when providing ČSOB Electronic Banking services (hereinafter the "**Electronic Banking 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 SmartBanking Application is the ČSOB SmartBanking application – ČSOB software installed on a smartphone or a tablet from the 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 Smart Key Application is the ČSOB Smart Key application – an application used online via the data connection of the Authorized Person or in the offline mode installed on a mobile device (smartphone, tablet) through the official app stores Google Play, App Store and Windows Store, after which codes for the authentication of the Authorized Person and the authorization of Instructions entered through the Internet banking application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service are generated in the Authorized Person's mobile device.

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

The ČSOB NaNákupy application is the application used by an Account Holder to make payments with their payment card virtualized in a mobile device at contactless terminals or on the Internet using the Masterpass payment method. The Account Holder may apply via the ČSOB Internet Banking/ČSOB InternetBanking 24 service for a code used to activate or unblock the PIN for the application in a manner used to authorize the Instructions in the ČSOB Internet Banking/ČSOB InternetBanking 24 service and may use the code to complete the process of activating or unblocking the PIN. All user information regarding the application is available at www.csob.cz/nanakupy/ including the Terms and Conditions of Use of the ČSOB NaNákupy application.

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

The certificate is:

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

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

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

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

Helpdesk is an Electronic Banking Helpdesk customer contact centre, the contact details of which are available at www.csob.cz.

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

The Client is the Account Holder and the Authorized Person.

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

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

The Authorized Person is a private individual – Account Holder – or a private individual who the Account Holder has authorized via the Electronic Banking services in the Agreement or Authorization to dispose of funds in his 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 Electronic Banking 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.

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.

Terms and Conditions for Accounts and Payments are:

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

The Means of Communication will be as follows:

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

Electronic Banking services are:

- a) **Phone Banking**, which means the ČSOB Phone Banking Service/ČSOB Linka 24 service – customer service line available from 6 a.m. till midnight, 7 days a week. Within the Phone Banking service, the following services can be established: the supplementary service for automatic delivery of Client-related information, payments and other ČSOB products,
b) **Internet Banking/InternetBanking 24**, which means the ČSOB Internet Banking/ČSOB InternetBanking 24 service, which consists of the internet banking application and the SmartBanking application, which enables the Client to communicate with ČSOB safely via the Internet and use the established products according to the relevant product terms and conditions. A supplementary service for automatic delivery of Client-related information, payments and other ČSOB products can be established within the Internet Banking/InternetBanking 24 service.

The Agreement will be an Agreement on Activation of ČSOB Electronic Banking services which ČSOB will conclude with the Account Holder, including these Terms and Conditions and the Terms and Conditions for Accounts and Payments as integral parts thereof. The Terms and Conditions for Accounts and Payments are available at www.csob.cz.

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

Principles of Safe Use of Electronic Banking will be a document containing basic information and recommended procedures on the safe use of the Electronic Banking services available at www.csob.cz/bezpecnost.

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

II. Characteristics of the Electronic Banking Services

1. The Electronic Banking services are provided under an Agreement and a Contract. Both the Agreement and the Contract may be concluded as a Client's application (form) and its acceptance by ČSOB.
2. Electronic Banking services can be provided if the applicant holds an account at ČSOB (Account Holder).

3. Internet banking is accessible by all Clients at <https://ib.csob.cz> except for Authorized Persons using a Certificate for the authentication and authorization of legal acts in the Electronic Banking service.

ČSOB will give notice of the time during which all Clients can still access the ČSOB InternetBanking 24 service at <https://ib24.csob.cz>. After this time, InternetBanking 24 will be accessible only by Authorized Persons using a Certificate for the authentication and authorization of legal acts in the Electronic Banking service, or by Authorized Persons acting on behalf of a Client/ on the basis of authorization by a Client – a legal entity based on a power of attorney – and Authorized Persons on the basis of an explicit agreement with ČSOB.

4. Using the Electronic Banking services, the Client is entitled to submit Instructions. Authorized Persons' Instructions submitted through the Electronic Banking services will be accepted by ČSOB 24 hours a day and 7 days a week.
5. Selected services and applications can be activated and deactivated via the relevant Electronic Banking service or the Helpdesk. If an Authorized Person requires SmartBanking to be deactivated via the Helpdesk, the application will be deactivated on all mobile devices/PCs on which the Authorized Person has activated the SmartBanking application.
6. ČSOB will assign the Authorized Person an Identification number. If the Authorized Person is provided with an Identification number before a Contract is concluded, he will not be given another one.
7. If there is no provision in the Contract with ČSOB giving the Authorized Person the right to use an SMS Key/Smart Key/Certificate when using the Electronic Banking services, the Authorized Person can use the Electronic Banking services in a passive form only, i.e. he will be authorized neither to make Payment Transactions nor to submit other Instructions.
8. If there is a provision in the Contract with ČSOB giving the Authorized Person the right to use an SMS Key/Smart Key/Certificate when using the Electronic Banking Services and the Account Holder specifies in the Authorization for the relevant Authorized Person a limit on Payment Transactions for the relevant account(s) equal to zero, the Authorized Person can use the Electronic Banking services in a passive form only, i.e. he will not be authorized to make Payment Transactions but he can submit other Instructions.
9. Active use of the Electronic Banking services is an option to make Payment transactions and submit other Instructions.
10. The Electronic Banking services functionality is restricted in the case of selected types of accounts for minor Account Holders and for the parents of minor Account Holders. They have only passive access to accounts held by minor Account Holders under 15 years of age, i.e. they cannot make Payment Transactions. Once the minor Account Holder turns 15 years of age and before he/she turns 18 years of age, the parent representing the minor Account Holder when signing the contract is authorized to set up active access to the minor Account Holder's account, stating the limit for a specific Electronic Banking service.

Upon turning 18 years of age, the Account Holder loses his/her access to Electronic Banking services. In order to ensure the proper use of Electronic Banking services, the Account Holder is required to visit a ČSOB branch to update his/her contract documents.

The parent representing the minor Account Holder shall have access to the minor Account Holder's account via Electronic Banking services until the minor Account Holder turns 18 years of age.

11. Internet Banking provides a list of the agreed products from within the ČSOB Group selected by the Client. The Client may use the Internet Banking/InternetBanking 24 service to log into the Internet portals of ČSOB subsidiaries and the Internet Banking service to log into the Internet portals of ČSOB contractors, thus having access to information and the services of ČSOB subsidiaries (e.g. Penzijní společnost, Hypoteční banka) and contractors (e.g. OZP) if it is enabled by ČSOB. Client identification details are provided for these purposes.

III. Limits

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

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

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

- ii) with authorization by a Qualified Electronic Signature through the InternetBanking 24 Service is unlimited per particular Payment Transaction.

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

3. The Account Holder can set up a limit in the Agreement or Authorization for a particular Payment Transaction made by the Authorized Person in the relevant account, regardless of the limits specified by the Authorized Person.
4. The limits set by the Client can be changed either through a ČSOB branch or via the Phone Banking service. In the event of changes made via the Phone Banking service, ČSOB and the Authorized Person agree that the Contract will be modified accordingly. ČSOB is responsible for setting the increase in the maximum limits via the Phone Banking service.
5. The limits specified in Paragraph 2 of this Article will not apply to direct debit (collection) orders, permission for SEPA direct debits and transfers between the accounts of an (one) Account Holder.

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

1. The Authorized Person is authenticated:
 - a) when using the Phone Banking service by the Identification Number, selected symbols from the PIN and selected symbols from the password for the Phone Banking service. If the Authorized Person cannot specify the password for the Phone Banking service, ČSOB can allow the Authorized Person to use an alternative method of authentication,
 - b) when using the Internet application of the Internet Banking service – by the Identification Number and the PIN or the PIN and the SMS Key/Smart Key,
 - c) when using the Internet application of the InternetBanking 24 service – by the Identification Number and the PIN or the PIN and the SMS key/Smart key or the Commercial Certificate,
 - d) and when using the SmartBanking application – by the Identification Number and the PIN and the SMS key when this application is activated. For subsequent logins, he is authenticated by the Identification Number and the PIN.

2. When using the Internet Banking service/InternetBanking 24 service, the Authorized Person authorizes Instructions delivered to ČSOB through:
 - a) the Internet application of the Internet Banking service – by the SMS Key (Authorization Code) or Smart Key,
 - b) the Internet application of the InternetBanking 24 service – by the SMS Key (Authorization Code) or Smart Key or Qualified Electronic Signature,
 - c) SmartBanking application – by the PIN. The first Payment Transaction after the SmartBanking application is activated is authorized by the PIN and the SMS Key (this does not apply to transfers between the accounts of a Client and direct debit/collection). ČSOB is entitled to require all Payment Transactions to be authorized via a combination of a PIN and SMS Key.
3. ČSOB is entitled to change the way an Authorized Person is authenticated for particular Electronic Banking services. ČSOB will inform the Authorized Person about the new method of authentication via the Electronic Banking service concerned or in writing, no later than 2 months before the change comes into effect.
4. During authentication, the Authorized Person will be able to make several attempts, depending on the service selected. The Authorized Person's access to the Electronic Banking services will be blocked/unblocked in the cases and in the way described in the User Manual.
5. The Authorized Person confirms the correctness of the particular data of an Instruction delivered to ČSOB via the Phone Banking service by his consent at the end of a phone call. The Authorized Person's consent is considered unambiguous and indisputable confirmation of the correctness of the data entered by the Authorized Person. To successfully enter an Instruction delivered to ČSOB via the Phone Banking service, the Authorized Person must wait for confirmation (check) of this Instruction. If he does not do so, the Instruction will not be carried out.

V. Rights, Obligations and Responsibilities of the Client

1. The Client must carefully read and adhere to these Terms and Conditions and the Terms and Conditions for Accounts and Payments. He must also follow the Principles for Safe Use of Electronic Banking, which 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 changes in the Terms and Conditions, the Price List and ČSOB internet addresses and monitor informative security messages displayed in the Internet Banking/InternetBanking 24 service and at www.csob.cz/bezpecnost.
3. The Client must ensure that the device used for Electronic Banking services (the "Device") has:
 - a) an updated operating system (regular updates remove security flaws from the system);
 - b) an updated Internet browser from a recommended SW shown at www.csob.cz;
 - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the Device;
4. The Client must:
 - a) not download and install programs that can be freely downloaded from the Internet if he cannot be fully sure that they are free of viruses or spyware, or that they do not come from a source that is untrustworthy;
 - b) install (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 application that is installed (e.g. deny access of the application to SMS messages etc.);
 - c) not use mobile devices with settings that have been changed for a bank account by the so-called "jailbreak" or "root" (these changes may affect the security of these devices by reducing its resistance to malicious software);
 - d) have the Device under permanent control and take all possible precautions to prevent a third party accessing the Device (e.g. securing the Device by a pass phrase);
 - e) use only a trusted and properly secured Device (e.g. not a public computer with Internet access without an adequate level of safety);

- f) before logging onto the Internet Banking/InternetBanking 24 service, verify whether the ČSOB server address complies with the <https://ib.csob.cz> / <https://ib24.csob.cz> address and whether the certificate of the (web)site (the name of the entity issuing the certificate is available at <https://www.csob.cz/certifikaty>) is valid; if he is not sure about the address or the validity of the certificate, the Client must not carry out any actions/transactions and must not enter any Security Elements but he must contact the Helpdesk.
- g) when paying for goods/services or donating money on the web pages of a merchant or a non-profit organization using the ČSOB Payment Button, verify whether the ČSOB server address to which the Account Holder is redirected complies with the address listed at <https://platebnitlacitko.csob.cz> and whether the webpage certificate (the certificate verifying the ownership of the address for ČSOB – the name of the entity issuing the certificate is available at <https://www.csob.cz/certifikaty>) is valid, and in the event of any doubts regarding the address or validity of the certificate, not take any further action, not enter the Security Elements and contact the Helpdesk. Prior to authorizing a payment, the Account Holder must check the data stated in the pre-completed payment order.
5. The Client must know about the security of Electronic Banking services, in particular:
- a) the options for setting Security Elements, in particular the recommendation of not using simple passwords or passwords that can be derived from his information;
 - b) the options of setting safety limits to limit the size of Payment Transactions and Payment Transactions per service; see Article III of these Terms and Conditions;
 - c) observe safe behaviour on the Internet (e.g. not react to e-mail messages with a suspicious name and contents, particular if personal data, passwords or his PIN code or payment card numbers are required to be provided, not open documents attached to such messages and not click on links in these messages);
 - d) observe the procedure for the loss, theft or disclosure of Security Elements, digital or mobile device, i.e. inform ČSOB about the situation immediately and ask for the blocking of Electronic Banking services pursuant to Paragraph 8 Letter b) of this Article; if a mobile device is lost to ask the operator to block the SIM card.
6. The Client must use the Electronic Banking services in full compliance with the Contract and/or Agreement, the Terms and Conditions, the User Manual and the Principles for Safe Use of Electronic Banking and adhere to the procedures specified in them; in particular, he must prevent any other person from becoming acquainted with the Security Elements used, must not disclose these Security Elements to any other person and must not keep them in an easily readable form or have them or keep them together with the Means of Communication to the Electronic Banking services (for example the PIN on the chip card), i.e. he must take all reasonable measures to protect his Security Elements and Means of Communication. The Client is obliged to use the Electronic Banking services, or Means of Communication according to the Terms and Conditions, in particular to follow all the agreed principles for ensuring the security of the Means of Communication to the Electronic Banking services, including Security Elements.
7. Failing to fulfil these obligations will be considered a substantial breach of the Contract and/or Agreement pursuant to the provisions of Section 1977 of the Civil Code.
8. If the Client:
- a) forgets his Security Elements, he is entitled to set new Security Elements (if possible) or come to a 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 Electronic Banking services), inform ČSOB of this immediately, either in person at a ČSOB branch, or by phone through the Phone Banking service to the telephone number specified in the User Manual, or by telephone or e-mail to the Helpdesk.
- Failing to fulfil these obligations will be considered a serious breach of the Contract/Agreement. If a Certificate is misused, the Client can directly invalidate it via the Internet pages www.ica.cz, or after entering the number of the Certificate and the invalidation password specified in the Certificate application. ČSOB will take all the appropriate measures to stop the further use of Electronic Banking services even when the Client is negligent or carries out a fraudulent transaction. The Client must provide ČSOB with the maximum cooperation in remedial measures

suggested by ČSOB. If the Client does not accept the proposed measures, ČSOB will not be liable for any potential damage the Client may incur.

- c) If the client finds an unauthenticated Payment Transaction, errors or other discrepancies in the account maintenance for which the Electronic Banking services are provided, he must inform ČSOB at a branch in person or by phone via the Phone Banking service, or by phone or to the e-mail address of the Helpdesk.
9. The Client will be fully responsible for any damage incurred as a result of a breach of his 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 as a result of the loss, theft or misuse of his Security Elements or Means of Communication with the Electronic Banking services except for fraudulent transactions by the Client.
 11. The Client will not be responsible for any damage under the terms and conditions specified in Paragraph 12 if the Means of Communication with the Electronic Banking services are used without using the Security Elements. In this case, the use of the Means of Communication is not sufficient to establish the Client's responsibility.
 12. The Client is not entitled to recall a transfer (between the accounts of an (one) Account Holder) and a Payment Transaction through the Electronic Banking services on the due date. A Payment Transaction with a future due date delivered via the Electronic Banking services can either be cancelled by a Payment Transaction cancellation application delivered to the ČSOB branch or recalled or modified via selected Electronic Banking services, but no later than the day before the due date at the latest by the deadline stipulated in the Terms and Conditions for Accounts and Payments.
 13. The notification of the Account Holder concerning standing orders and direct debit (collection) permits ordered via the Electronic Banking services which will not be executed by ČSOB after his death must be delivered to ČSOB in writing via any ČSOB branch.

VI. Rights, Obligations and Responsibilities of ČSOB

1. ČSOB is entitled to have an officially verified signature on all written legal acts of the Client which he does not sign before a ČSOB employee.
2. ČSOB will issue the selected Means of Communication and Security Elements only to the Authorized Person, not to a third person on the basis of a power of attorney.
3. ČSOB will not be responsible for an Instruction made (including an unauthorized Payment Transaction) if the Client acts contrary to the Contract and/or the Agreement and/or the provisions of the Terms and Conditions.
4. The Account Holder and ČSOB agree that ČSOB is entitled to charge fees specified in the ČSOB Price List (hereinafter the "Price List") and the Account Holder undertakes to pay them.
5. If the account to which a fee is charged 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 the non-availability/malfunctioning of Electronic Banking services for direct or indirect reasons beyond the control of ČSOB or its partners because of force majeure, natural disasters, international sanctions pursuant to the legal regulations for international sanctions, HW failures, computer viruses or other events caused, for example, by a third party (a program produced by 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 the fulfilment of the agreed obligation.

8. ČSOB will inform Clients about current attacks against computer systems and their effects through its security site www.csob.cz/bezpecnost if this information is available.
9. ČSOB will inform Clients well in advance about changes made to the ČSOB website via a message in the Internet Banking service/InternetBanking 24 and/or in an account statement.
10. ČSOB is entitled to block Electronic Banking services/payment means used in the Electronic Banking services immediately, particularly if malware is detected on the Client's Device or if the 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 Electronic Banking services/payment means used in the Electronic Banking services are being used without authorization or fraudulently.
11. Before blocking the Electronic Banking services/Payment means used in the Electronic Banking services, or if this is not possible, immediately after blocking the Electronic Banking services/Payment means used in the Electronic Banking services, ČSOB will inform the Client of the reasons for it in any of the agreed ways of communication. This does not apply if providing this information could negate the purpose served by blocking the Electronic Banking services/payment means used in the Electronic Banking service or it is contrary to other legal regulations. Once the reasons for blocking these Electronic Banking services/payment means used in the Electronic Banking services no longer exist, ČSOB will unblock them.
12. ČSOB will take all appropriate measures to stop any further use of the Electronic Banking services after receiving information in accordance with Article V, Paragraph 8 Letter b) even if the Client is negligent or commits a fraud.
13. ČSOB will not be responsible for the security of the public communication and data lines the Electronic Banking services are provided through and therefore cannot influence the fact that the Client may incur damage as a result of any misuse of messages that are transmitted.

VII. Account statements and complaints

1. The Account Holder will be informed of the carrying out of Instructions through electronic or paper account statements. Only the Account Holder can ask for access to electronic account statements, either in writing or electronically, through the Electronic Banking services (if the Electronic Banking services and the account/product for which the account statement is prepared allow this).
2. ČSOB provides the Account Holder with account statements electronically through the Internet application of the Internet Banking/InternetBanking 24 service. ČSOB makes account statements available monthly as standard, in the PDF format and in Czech, unless agreed otherwise. Only the Account Holder can ask for the frequency of account statements to be changed or for a change from electronic to paper form or vice versa.
3. If the Account Holder and ČSOB agree to access to account statements electronically, the electronic account statement is automatically available to all the Authorized Persons authorized by the Account Holder to dispose of funds in 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 Act No. 284/2009 Coll., on payment systems, to provide Clients with account statements in the agreed manner. The Authorized Person will also be informed via the account history.
4. If the Account Holder is a legal entity, ČSOB will make account statements available to the Account Holder through the Authorized Persons authorized by him.
5. Electronic account statements are available in the Internet Banking/InternetBanking 24 service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements.
6. The Client must check the continuity of settlements, the correctness of the funds in the account and the correctness of Payment Transactions and executed Instructions in account statements

immediately. If the Client finds discrepancies in settling or not settling feasible payment orders or Instructions, he must notify ČSOB of the defects and ask to have them removed without undue delay after discovering the fault but no later than by the deadline according to the relevant legal regulations.

7. The Client is entitled to require problems arising in connection with the Electronic Banking services to be resolved at a ČSOB branch in writing, by phone via the Phone Banking service or by e-mail to the Electronic Banking Helpdesk address (contact details at www.csob.cz) within the period specified in the ČSOB Claims Code, which is available at ČSOB branches and at www.csob.cz.

VIII. Other Provisions and Specifics of Electronic Banking Services

1. The Authorized Person can sign electronic contractual or other documentation by his biometric signature on an electronic tablet or signpad. ČSOB signs this documentation by a scanned signature of an authorized representative of ČSOB or a 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 Internet Banking/InternetBanking 24 service. If the obligation ceases to exist and the contractual relationship arising from the Contract/Agreement is terminated, the Authorized Person must store this documentation using another data storage prior to the date of the termination of the contractual relationship.

If electronic contractual or other documentation is concluded between the Authorized Person and ČSOB, acting as an agent, mediator or another contracting representative of ČSOB affiliates, and is addressed to the Authorized Person, the above applies analogously.

2. When Electronic Banking services are used, ČSOB will accept only those Instructions that include complete data corresponding to the prescribed and authorized formats according to the selected Electronic Banking service. ČSOB is not liable for damage caused by the non-execution of incomplete or unauthorized Instructions. ČSOB is also entitled not to execute or refuse to execute Instructions in other cases which render them not feasible according to the Terms and Conditions and the 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 the accounts of the Account Holder which are to be debited, if accounts are blocked, etc. ČSOB will notify the Client of the non-execution of a payment order in accordance with the Terms and Conditions for Accounts and Payments (e.g. in writing, by phone, via text message, or at a ČSOB branch or in any other way agreed with the Client). ČSOB is not liable for any damage incurred because of Instructions entered incorrectly or duplicate Instructions delivered to ČSOB via the Electronic Banking services.

3. The Smart Key can always be activated at a ČSOB branch.
If the Authorized Person has several identification numbers, 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 Internet Banking/InternetBanking 24 service or at a ČSOB/ERA ATM and ČSOB and the Authorized Person agree that the Contract will be modified accordingly. By activating the Smart Key, the Authorized Person agrees that the Contract will apply in the wording concluded before the Smart Key is activated with the following changes:

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

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

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

4. The Authorized Person may request a change in the way an Authorized Person is authenticated in the Internet Banking/InternetBanking 24 service at a ČSOB branch or via the Phone Banking service; the way an Authorized Person is authenticated can be changed from the Identification number and the PIN to the Identification number, the PIN and the SMS Key/Smart Key. In the event of such a change, ČSOB and the Authorized Person agree that the Contract will be modified accordingly.
5. Text messages and messages sent by electronic mail are not electronically signed or encrypted.
6. All phone calls made using the Phone Banking service are subject to sound recording. All Instructions delivered through the Internet Banking service/InternetBanking 24 service are subject to copies of text messages and Instructions being made.
7. If, when using the services of the mobile operators T-Mobile (TWIST recharging), O2 (O2 recharging) or Vodafone (Vodafone Card Recharge, payment of invoices), or when using services to a PaySec account (PaySec account charging, Merchant Account charging, direct payment in favour of the Merchant's Account) the Account Holder does not have sufficient funds in his account in the period between entering the request and the actual debiting of the account, ČSOB can charge the Client for using these services on the understanding that it is a contractually non-agreed overdraft on the account, with the consequences resulting from this.
8. The Account Holder's accounts (or selected products and services of ČSOB and its affiliates) open to this option are automatically made available to the Account Holder (having full legal capacity) via the Electronic Banking services after the Agreement and the Contract are concluded. For contracts concluded before April 30, 2012, ČSOB will make the Account Holder's accounts accessible according to the preceding sentence as at the next update of the Contract, unless the contracting parties agree otherwise. No limit per transaction can be determined in this case.
9. If the Client:
 - a) is a minor, the protection of Security Elements, safe use, settings and changes to Electronic Banking services will be the responsibility of the parent who has concluded the Contract and 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 are declared bankrupt during insolvency proceedings, ČSOB is entitled to block the funds in the minor Account Holder's account and block all access to the minor Account Holder's account through the Electronic Banking services. If both parents represent the minor Client when the Agreement is concluded, the Agreement may be changed or terminated only by both parents. If a (one) parent represents the minor Client when the Agreement is concluded, the Agreement may be changed or terminated only by the parent who has signed it.
 - b) If the Account Holder is represented by a court-appointed guardian, the guardian who has concluded the Contract and the Agreement is responsible for protecting the Security Elements and for secure use of the Electronic Banking services, settings and changes.

IX. Final Provisions

1. Both ČSOB and the Client are entitled to terminate the Contract and the Agreement without giving any reason. If the Client terminates the Contract or the Agreement, the obligation and the contractual relationship under the Contract or the Agreement will cease to exist when the termination notice is delivered to ČSOB. If ČSOB terminates the Contract or the Agreement, the notice period will be two months and it will commence on the first day of the calendar month following the month in which the termination notice is delivered. ČSOB's right to proceed in accordance with Article VI, Paragraph 10 will not be affected. If the obligation ceases to exist and the contractual relationship from the last account agreement through which the Account Holder receives Electronic Banking services is terminated and the Account Holder does not have another account at ČSOB for which Electronic Banking services are provided, then on the day when the obligation ceases to exist and the

contractual relationship according to the account agreement is terminated, the obligation terminates and the contractual relationship under the Agreement terminates as well.

2. If the legal relationship established by the Agreement containing arrangements for the provision of ČSOB Electronic Banking services and/or the legal relationship established by the Agreement 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 terminates, the legal relationship under the Contract remains in force. If the legal relationship arising from all agreements/contracts concluded between ČSOB and the Account Holder containing arrangements on providing ČSOB Electronic Banking services while the legal relationship arising from all agreements 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 Contract 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 between these provisions and 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 the detriment of the Client and the explanation of them 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 suggested changes in the Terms and Conditions/Price List via the Internet Banking service/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 reject the suggested changes in writing, it will be considered that he has accepted them in their entirety. If the Client rejects 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 of the right to reject the proposal and to terminate the Contract/Agreement in the proposal for the changes. The same procedure shall apply to changes to the master agreement or individual agreements forming the master agreement according to Article I, paragraph 1 of the Terms and Conditions for Accounts and Payments.
6. ČSOB and the Client agree that in the event of changes to the parameters and price terms of a product, service or a payment instrument with no adverse effects for the Client, ČSOB is entitled to make a unilateral change (with immediate effect) to the master agreement, or the individual agreements, the Business Terms and Conditions or the Price List. Such a change may include, in particular:
 - a) an adjustment made solely for the benefit of the Client;
 - b) an adjustment made as a result of adding new services, with no effect on the existing fees;

- c) changing the name of the banking product, service or payment instrument with no effect on the rights and obligations of parties;
- d) a change induced in connection with improving the safety of banking services or technological development;
- e) modification of information details (ČSOB headquarters, people in the ČSOB Group).

ČSOB undertakes to inform the Client about the above changes well in advance via the Internet Banking/InternetBanking 24 service, by posting information on www.csob.cz, notifying the Client via their account statement, or sending them an email to the address indicated by the Client. Likewise, the Client may read the information about such a change at ČSOB branches.

- 7. Having innovated and modernized particular Electronic Banking services, ČSOB is entitled to discontinue providing and supporting Security Elements or applications used within the Electronic Banking service and replace them with the latest version, as the case may be, after notifying the Client via these Electronic Banking 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 Electronic Banking 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 Electronic Banking services or in writing, no later than two months before the date of the change/modification of the Electronic Banking services settings is made.
- 9. The matters not regulated by these Terms and Conditions, e.g. rules and deadlines for payments and methods of communication between ČSOB and the Client, are specified in the 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, 2017 to replace the Business Terms and Conditions for Providing the ČSOB Electronic Banking Services of May 1, 2017.

Československá obchodní banka, a. s.