

**BUSINESS TERMS AND CONDITIONS FOR  
PROVIDING AND USING ELECTRONIC BANKING –  
ČSOB ELECTRONIC BANKING  
– ČSOB MULTICASH 24 SERVICE**



**I. INTRODUCTION**

1. Československá obchodní banka, a. s., registered office Radlická 333/150, 150 57 Praha 5, ID No.: 00001350, registered in the Commercial Register of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter "ČSOB") issues the Business Terms and Conditions for Providing and Using ČSOB Electronic Banking – ČSOB MultiCash 24 Service (hereinafter the "ČSOB MultiCash 24 Terms and Conditions") pursuant to Law No. 284/2009 Coll., on Payments as subsequently amended (hereinafter the "Payment System Act/PSA") and for matters not specified in the Law on Payments pursuant to Law No. 89/2012 Coll., the Civil Code as subsequently amended (hereinafter the "Civil Code") will apply.
2. The legal relationship between ČSOB and Clients when providing and using the ČSOB MultiCash 24 Service (hereinafter the "Service") is governed by the law of the Czech Republic (hereinafter the "CR") and communications will be in Czech unless agreed otherwise.
3. The Client (as specified below) must study the ČSOB MultiCash 24 Terms and Conditions in detail, adhere to them, read the relevant Service manuals and follow the procedures in them.

**II. DEFINITIONS AND TERMS**

1. **The Contract** will be according to the ČSOB MultiCash 24 Terms and Conditions:
  - a) a Contract on Providing the ČSOB Electronic Banking – ČSOB MultiCash 24 Service, concluded between ČSOB and an Account Holder (as specified below) pursuant to the laws of the CR which includes the ČSOB MultiCash 24 Terms and Conditions and the Business Terms and Conditions for Accounts and Payments; and
  - b) a Contract on Using the ČSOB MultiCash 24 Service concluded between ČSOB and the Installation Owner (as specified below) pursuant to the laws of the CR which includes the ČSOB MultiCash 24 Terms and Conditions and the Business Terms and Conditions for Accounts and Payments.
2. **The Client** will be according to the ČSOB MultiCash 24 Terms and Conditions:
  - a) an Account Holder – a legal entity or a private individual who has an account(s) at ČSOB. The Account Holder concludes a Contract on Providing the ČSOB Electronic Banking – ČSOB MultiCash 24 Service (hereinafter the "Contract on Providing the Service") with ČSOB by which it authorises an Installation Owner (as specified below) to use the Service and dispose of the funds in this account(s) at ČSOB via the Service; and
  - b) an Installation Owner – a legal entity or a private individual who concludes a Contract on Using the ČSOB Electronic Banking – ČSOB MultiCash 24 Service (hereinafter the "Contract on Using the Service") with ČSOB authorising the User (as specified below) to use the Service and dispose of the funds in an account(s) via the Service. The Installation Owner can be a holder of an account(s) (at ČSOB) specified in a Contract on Using the Service and/or a person authorised by the Account Holder to use the Service and dispose of the funds in an account(s) of this Account Holder through the Service specified in the Contract on Providing the Service.

If the Installation Owner does not have the account(s) specified in the Contract on Using the Service a Contract on Using the Service can be concluded if the Account Holder authorises the Installation Owner to use the Service and dispose of the funds in the accounts specified in the Contract on Providing the Service; and
  - c) User – a private individual authorised by the Installation Owner to use the service and dispose of the funds in the account(s) of the Account Holder/Installation Owner who is the holder of the account(s) through the Service in the Contract on Using the Service. The User has access to all the data about the account(s) specified in the Contract on Using the Service that the Service provides.
3. **Identification Number** is the unique number identifying the User specified in the Contract on Using the Service.
4. **Installation Owner's Number** is the unique number identifying the Installation Owner specified in the Contract on Using the Service.

5. **An Electronic signature** is an electronic signature that the Client attaches to data messages in the Service and which meets the following requirements:
- it is an electronic signature pursuant to Law No. 227/2000 Coll. as subsequently amended, i.e. electronic data attached to a data message or logically connected to it that enables the signatory's identity to be verified in relation to the data message,
  - is uniquely connected with the signatory,
  - enables the signatory to be identified in relation to the data message,
  - has been made and affixed to the data message by means that the signatory can exclusively control,
  - is affixed to the data message to which it is related so that any subsequent change in the data can be identified.

The principle of the Service's Electronic Signature is based on the asymmetric encoding system. **Asymmetric encoding** is a data protection method used for the electronic signature of outgoing messages and signing them electronically. A pair of keys are concurrently generated – a Public Encryption Key and a Private Encryption Key (as specified below) – the characters of which only allow a text encoded by one of the keys to be decoded by the other key (of the pair). The pair of keys is generated by the same Installation Owner or the User who receives messages encoded by the Public Encryption Key and who keeps the Private Encryption Key.

6. **Public Encryption Key** is used to verify the sender of the message i.e. his electronic signature (decoding the message encoded by the Installation Owner's or User's Private Encryption Key). The Installation Owner's or User's Public Encryption Key is transmitted to the ČSOB MultiCash 24 system at ČSOB during communication. Its correctness must be verified by the prescribed method (handing over a Public Key Registration Application, hereinafter the "Registration Certificate").
7. **Private Encryption Key** for electronically signing Installation Owner's or User's messages sent to ČSOB.
8. **Order** – The Installation Owner's or User's order to execute a bank transaction as a "Payment Order," "Collection Order" or "Transfer Request" message.
9. **Medium / electronic bearer** – token, CD, chip card, flash disk, etc.
10. **Price List** – the current version of the ČSOB Price List available at the operational premises of ČSOB branches and the Internet address [www.csob.cz](http://www.csob.cz).
11. **Registration Certificate** or Application for a Public Key Registration is a document containing a Public Encryption Key, which is used to verify the identity of the Installation Owner or the User or his electronic signature. The correctness of the Public Encryption Key will be verified by ČSOB (or a ČSOB branch) based on the submitted Registration Certificate.
12. **Reset Protocol** – a document generated by the Installation Owner or the User if access to the Service is blocked. ČSOB will only remove the block on the Service when the Reset Protocol is delivered to a ČSOB branch.

### III. CHARACTERISTICS OF THE SERVICE

1. The Service enables Clients to communicate with ČSOB at any time, i.e. 24 hours a day, 7 days a week and gives them access to selected ČSOB products and services.
2. The Service is provided in accordance with a written:
  - a) Contract on Providing the Service; and / or
  - b) Contract on Using the Service. The ČSOB Account Holder(s) can ask for the Service.
3. The Service is provided if the Account Holder / Installation Owner has a payment – current account at ČSOB so that the Service fees can be charged.
4. After concluding a Contract on Providing the Service, the Account Holder can use the Service to communicate with ČSOB and to access selected ČSOB products and services through an Installation Owner(s) or a User(s). After concluding a Contract on Using the Service, the Installation Owner can use the Service to communicate with ČSOB and to access selected ČSOB products and services through a User(s). The products and services provided by ČSOB are governed by the relevant business terms and conditions and the contractual arrangements between the Account Holder / Installation Owner and ČSOB, unless these ČSOB MultiCash 24 Terms and Conditions specify otherwise.

5. The Service has three limits:
- a) **Main Limit** – a limit for disposing of funds on all the Account Holder's accounts that, in accordance with the Contract on Providing the Service, can be disposed of by the Installation Owner. The Main Limit is specified in the Contract on Providing the Service (Appendix) next to the Installation Owner's Account in CZK. Main Limit - the daily limit for disposing of funds on all accounts of the Account Holder/Installation Owner who is the Account Holder that the Installation Owner or User/s is authorized to dispose of. The Main Limit is specified in the Contract on Using the Service or the Authorization in CZK.
  - b) **Limit per User** – a daily limit for disposing of funds on all the accounts of the Account Holder / Installation Owner who is the holder of the account that the User or a pair of Users can dispose of. The Limit per User is specified in the Contract on Using the Service (Appendix) and can be in any currency.
  - c) **Limit per Account** – a daily limit for disposing of funds in a particular account of the Account Holder / Installation Owner who is the holder of the account that the User or a pair of Users can dispose of. The Limit per Account is specified in the Contract on Using the Service (Appendix) and can be in any currency and is related to a particular account.
6. The Service is provided in Czech, English and German.

#### IV. ELECTRONIC DATA EXCHANGE AND BANKING SERVICES

1. Electronic data exchange via the Service enables the content of a legally binding action to be registered and the person carrying out the legally binding action to be identified.
2. ČSOB uses the Service's form of electronic data exchange as a full replacement for the written form of legally binding acts executed on paper in relation to its Clients.
3. The Installation Owner's or User's instruction sent electronically and signed with an electronic signature is considered an original copy and will not be doubly confirmed by any paper form.
4. Through electronic data exchange ČSOB provides its Clients with the following payment services and types of communication:
  - cashless domestic payments in CZK according to a payment/transfer order,
  - cashless domestic payments in CZK according to a collection order (direct debit),
  - cashless non-documentary payments according to an order to transfer funds abroad or in a foreign currency in the Czech Republic,
  - cashless payments according to a payment/transfer order within EU/EEA member countries in EUR (hereinafter a "SEPA Payment")
  - SEPA direct debits within EU/EEA member countries in EUR
  - delivery of account statement(s),
  - delivery of account balance(s),
  - delivery of advice of domestic payments in CZK and non-documentary payments,
  - message MT101 – transfer request (remote access to accounts),
  - message MT940 – statement of account at another bank (remote access to accounts),
  - exchange list of ČSOB and the Czech National Bank (hereinafter the "CNB")
  - other types of communication that the Services can be used for.
5. Payment services based on electronic data exchange via the Service are provided by ČSOB to holders of payment – current accounts pursuant to the written contractual terms and conditions applicable to the account.
6. With electronic communication via the Service, ČSOB will only accept Installation Owner's or User's instructions that contain the complete data corresponding to the prescribed formats and authorised by the Installation Owner's or User's Electronic Signature. ČSOB will not be liable for any damage incurred from not executing incomplete or non-authorised instructions.

#### V. CLIENT IDENTIFICATION

1. When providing any banking service ČSOB must identify the Client or a person representing the Client; for a Client – legal entity ČSOB must identify the controlling person and the true owner of

this legal entity or legal entity if he is a member of the Client's statutory body. ČSOB identifies them in accordance with the legal regulations and to the extent specified in them especially identifying transactions that exceed the amount prescribed by the legal regulations. If the Client (or a person representing the Client) refuses to comply with the required extent of identification, the banking service will not be provided. ČSOB must refuse to provide banking services while maintaining anonymity. Pursuant to the law on measures against money laundering and financing terrorism, ČSOB is entitled to ask the Client to provide additional data on the Client, those representing the Client and for legal entities additional data on the controlling person and the true owner of this legal entity at any time during the contractual relationship with the Client; to ask the Client to submit the required documents or information, including proof of the origin of funds remitted to a Client's Account, documents proving the Client's solvency and his liabilities or his credibility and the Client must provide these. ČSOB is entitled to make photocopies of all documents submitted by the Client for its own use. ČSOB is entitled not to execute a Client's transaction if it is associated with the risk of money laundering or financing terrorism or if a Client's transaction is suspected of being subject to international sanctions pursuant to the legislation on international sanctions or if ČSOB reasonably believes a Client's transaction does not comply with the legal regulations.

## **VI. IDENTIFICATION AND AUTHENTICATION OF THE USER / ORDER AUTHORISATION**

1. The User uses the Service to the extent specified in the Contract on Providing the Service/Contract on Using the Service and the document, Authorisation to Dispose of Funds in Accounts - ČSOB MultiCash 24 – Users.
2. The User is identified in the Service by the Installation Owner Number and an Identification Number. The User is authenticated in the Service through a Public Encryption Key.
3. The User has three attempts when authenticating in the Service through a Public Encryption Key. After the third unsuccessful attempt, the User's access to the Service will be blocked. The EB Helpdesk or a ČSOB branch will re-establish (unblock) access based on a user-generated Reset Protocol.
4. The User authorises payment transactions through a Private Encryption Key. Three attempts are allowed when authorising through a Private Encryption Key. After the third unsuccessful attempt, the Private Encryption will be blocked. A ČSOB branch will re-establish (unblock) access as soon as it receives a user-generated Reset Protocol signed by the Installation Owner.

## **VII. CLIENT'S RIGHTS, OBLIGATIONS AND RESPONSIBILITY**

1. The Client can use products and services provided by ČSOB through the Service, according to the current offer.
2. The Client must use the Service, or means to communicate with the Service, in accordance with the ČSOB MultiCash 24 Terms and Conditions and particularly must adhere to all the agreed principles for making sure the Services and the means to communicate with the Service are safe, including personalised security elements (e.g. the Private Encryption Key and the technical means on which the key is stored).
3. The Installation Owner must acquaint the User with the ČSOB MultiCash 24 Terms and Conditions, particularly the obligations stated in Article VII of the ČSOB MultiCash 24 Terms and Conditions and make sure the User complies with them.
4. The Client must continuously check his holding all of the personalised security features, make sure that no one else can learn the personalised security features used and he must not disclose these personalised security features to another person and not record the personalised security features in an easily readable form, particularly not on the means of communicating with the Service or any other item that he keeps or carries together with the means of communicating with the Service; all reasonable measures must be taken to protect the personalised security elements and means of communicating with the Service. Not complying with these obligations constitutes a substantial breach of the Contract pursuant to Section 1977 of the Civil Code.
5. If the Client finds that:
  - a) a third (unauthorised) person knows his personalised security elements,
  - b) his personalised security elements or means of communicating with the Service are lost or stolen,

c) a payment transaction was executed without authorisation i.e. a payment transaction for which he has not placed an order,

he must immediately notify ČSOB of this (in person through a branch or by telephone via the ELB HelpDesk). Not complying with this obligation constitutes a substantial breach of the Contract pursuant to Section 1977 of the Civil Code. After agreement with the Client, ČSOB will immediately block access to the Service and agree on the next steps for a case under Paragraph 5 b) of Article VII of the ČSOB MultiCash 24 Terms and Conditions. For current information about EB HelpDesk contacts, click on [www.csob.cz](http://www.csob.cz). If the Client informs ČSOB by phone, he must confirm this in writing no later than the first working day after the date of the notification. The Client will be responsible for any financial losses until the facts under this Paragraph are announced.

6. The Client must provide ČSOB with the maximum co-operation when taking the remedial measures suggested by ČSOB. If the Client does not accept the proposed measures ČSOB will not be liable for any damage the Client incurs because of his refusal.
7. The Client must ensure that the equipment used to operate the account(s) and provide electronic banking services has an up-to-date and secure operating system specified in the ČSOB MultiCash 24 Installation Terms and Conditions which are available on the website [www.csob.cz](http://www.csob.cz).  
The Client must not download and install programs that can be freely downloaded on the Internet if he/she is not certain that they do not contain viruses or spyware; or that they do not come from an untrustworthy source.
8. The Client must be familiar with the Principles of Safe Use and the Notice of the Czech National Bank on the risks of using electronic banking published on the website [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) and adhere to them.

#### **VIII. ČSOB'S RIGHTS, OBLIGATIONS AND RESPONSIBILITY**

1. ČSOB provides the payment services referred to in Paragraph 4 of Article IV of the ČSOB MultiCash 24 Terms and Conditions based on electronic data exchange through the Service only after the Installation Owner's or User's Public Encryption Key is registered with ČSOB for the period of its validity. The Public Encryption Key is registered when the Registration Certificate with a HASH value signed by the Installation Owner is handed over to ČSOB. ČSOB will only disclose personalised security elements, Private Encryption Keys or codes to the User. ČSOB will provide the User with the necessary information so that he can report the loss or theft of a medium/electronic carrier with an electronic signature or other personalised security elements used.
2. ČSOB will not be liable for damage incurred because of double processing Client data if the data was sent twice in differently identified exchange files. ČSOB will not be liable for not being able to use the ČSOB MultiCash 24 service for reasons either directly or indirectly beyond the control of ČSOB or its partners, due to force majeure, international sanctions pursuant to legal regulations on imposing international sanctions, natural disasters or other events for which ČSOB is not liable.
3. ČSOB is responsible for incorrectly executing a payment transaction for which the Client has given a proper payment order and for the lost monetary value incurred because of a service failure by ČSOB. It will return the debited account to the situation in which it would have been had the transaction not been debited (made) or return the amount of the payment transaction, including lost interest. This does not affect the right of the Client to compensation for damages.
4. Under the terms and conditions referred to in the Contract, ČSOB MultiCash24 Terms and Conditions and the Business Terms and Conditions for Accounts and Payments ČSOB is responsible for processing an Order as soon as it receives the data (the point of time recorded on the ČSOB MultiCash 24 server) if the data is complete and correct with the Electronic signature of the Installation Owner or the User who is authorised to do so (according to an authorisation from the Account Holder or the Installation Owner).
5. With regard to the nature of the Service, ČSOB is entitled to document particular financial operations on the accounts carried out through the Service. These records are electronically archived in a safe way at ČSOB. ČSOB is responsible for the safe way of archiving.
6. ČSOB is entitled to immediately block the Service / means of payment used in the Service particularly if malicious software is identified on the Installation Owner's / User's device or if the Client's conduct contravenes the Contract and / or these ČSOB MultiCash 24 Terms and Conditions or if using the Service / means of payment used in the Service is suspected of being unauthorised or fraudulent.

7. ČSOB will inform the Installation Owner before blocking the Service / means of payment used in the Service or if this is impossible, immediately after blocking the Service / means of payment used in the Service and the reasons by any of the ways in Article XI, Paragraph 1 of the ČSOB MultiCash 24 Terms and Conditions or otherwise as agreed with the Installation Owner. This does not apply if providing this information could invalidate the purpose of blocking the Service or if it contravenes other legal regulations. Once the reasons for blocking the Service / means of payment used in the Service are over, ČSOB will remove the block.

## IX. FEES

1. ČSOB is entitled to charge the Account Holder / Installation Owner who is the Account Owner for providing and using the Service in accordance with the Price List.
2. ČSOB charges the fees by debiting a payment from the current account of the Account Holder referred to in the Contract on Providing the Service for all actions related to operating all his accounts in the Service. ČSOB charges the Installation Owner who is the holder of the account the fees by debiting his payment – current account referred to in the Contract on Using the Service for all the actions related to operating all his accounts in the Service.
3. If the obligations cease to exist and the contractual relationship under the agreement on the account referred to in the Contract on Providing the Service or the Contract on Using the Service as the account to be debited by ČSOB with the fees and unless the Account Holder / Installation Owner who is the holder of the account specifies another payment-current account, ČSOB is entitled to specify another account of the Account Holder / Installation Owner who is the holder of the account to be debited with the fees. If ČSOB does not keep another account for the Account Holder / Installation Owner, the obligations under the Contract on Providing the Service / Contract on Using the Service cease to exist and the contractual relationship arising from this Contract end after a notice period on the agreement on the account which was specified in the Contract on Providing the Service / Contract on Using the Service as the account to be debited by ČSOB with fees elapses.

## X. COMPLAINTS AND REPORTING ERRORS

1. If an error occurs in the software of the Installation Owner, or if the Client identifies a difference between messages sent by him or incoming messages and the standard required condition, he must inform the EB Help Desk or a client representative of the ČSOB branch that keeps his account of these errors immediately, especially a duplicate delivery of messages. If it is a software error, he must also inform Management Data Praha, spol. s r. o. directly.
2. The Client must check the continuity of settlements in account statements immediately and the accuracy of the balance of the account and the correct execution of payment transactions. If the Client finds discrepancies in settlements or that feasible transactions based on Orders have not been settled, he must notify ČSOB of the defects and file a claim to have them removed without undue delay after becoming aware of the fault but no later than by the deadline set by the law.
3. ČSOB receives and handles client complaints and claims in accordance with the ČSOB Claims Rules which are available in ČSOB branches and at [www.csob.cz](http://www.csob.cz).
4. If the Client, in accordance with these ČSOB MultiCash 24 Business Terms and Conditions, the Business Terms and Conditions for Accounts and Payments and the ČSOB Claims Rules, makes a claim for an incorrect operation or seeks another remedy at ČSOB without success, he is entitled to contact the respective court, or the Financial Arbitrator. A motion for proceedings at the Financial Arbitrator must be filed on the form available at [www.finarbitr.cz](http://www.finarbitr.cz). All the relevant information is available at this address.

### Message: Domestic Payments – Payment / Transfer Order

5. According to the “Payment Order” message, ČSOB executes a transfer in CZK by debiting the Account Holder’s account / account of the Installation Owner who is the holder of the account denominated in CZK:
  - in favour of the account of a ČSOB client denominated in CZK,
  - in favour of a client of another domestic bank in CZK,

- the accounts of the payer and beneficiary must be able to 'communicate' in the domestic payments system.
6. Payment orders to transfer amounts in CZK within domestic payments sent electronically are valid if:
    - they debit the account for which the electronic data exchange service has been contractually agreed,
    - they are signed with the specified number of the Installation Owner's or User's valid Electronic Signatures.
  7. Payment orders to transfer amounts in CZK sent electronically within the domestic payments system will be executed by ČSOB if they include the essentials below:
    - the payer's account number and national area code of the payer's provider (payer's bank contact), i.e. the unique payer's identifier,
    - the beneficiary's account number and the national area code of the beneficiary's provider (beneficiary's bank contact), i.e. the unique beneficiary's identifier,
    - the amount,
    - the due date,
    - the currency.

The Client can specify payment orders further, e.g. with a variable symbol (max. ten digit identification numerical data without dashes and slashes), a specific symbol (max. ten digit identification numerical data without dashes and slashes), a constant symbol, a message for the beneficiary.
  8. The input control of data received at ČSOB includes:
    - the due date, i.e. the date when the account is debited can be the working day, i.e. the day the Installation Owner or the User sends the message or a day not more than 180 calendar days later. If the due date is earlier than the working day, ČSOB will execute the transfer on the next working day.
    - The currency code for payments in the Czech Republic is CZK. If another code is given, ČSOB will not execute the payment.
    - The code of the bank is included in the valid list of codes issued by the CNB. If another code is given, ČSOB will not execute the payment.
  9. ČSOB will not confirm receiving a "Payment Order" by a separate message.
  10. ČSOB is not liable for any damage caused by a payment order not being executed if it is incomplete or contains errors stipulated in Paragraphs 6–8 of Article X of the ČSOB MultiCash24 Terms and Conditions.
  11. A "Payment Order" message sent by the Client with a due date that is the working day is irreversible.
  12. An incoming payment order is settled in accordance with the Business Terms and Conditions for Accounts and Payments.
  13. A "Payment Order" message with a future due date can be cancelled by a payment order cancellation in writing delivered to the ČSOB branch that keeps the Account Holder's account / account of the Installation Owner who is the holder of the account no later than the day before the future due date.
  14. Priority payments, i.e. payment orders specially marked as urgent payments delivered to ČSOB on working days are processed on the required due date (if there are sufficient funds in the account). The field "Purpose of the Payment" of this payment order must contain the following text "URGP" (URGP + space) at the beginning of the field. The fee for priority payment is charged in accordance with the Price List. The processing deadlines are according to the Business Terms and Conditions for Accounts and Payments.

**Message: "Collection Order" in the domestic payments system**

15. According to the "Collection Order" message, ČSOB sends a collection request in CZK:
  - from a payer's ČSOB account denominated in CZK,
  - from a payer's account at another domestic bank denominated in CZK.
16. Collection orders in the domestic payments system sent electronically are valid if:

- they are issued in favour of the account for which the electronic data exchange services have been contractually established,
  - they are signed by the specified number of the valid Electronic Signatures of the Installation Owner or User.
17. Domestic payments Collection Orders sent electronically will be executed by ČSOB if they include the essentials below:
- the payer's bank contact, i.e. the unique payer's identifier,
  - the beneficiary's bank contact, i.e. the unique beneficiary's identifier,
  - the amount,
  - the due date,
  - the currency.
- The User's orders can be specified further with other essentials e.g. a variable symbol (max. ten digit identification numerical data without dashes and slashes), a specific symbol (max. ten digit identification numerical data without dashes and slashes), a constant symbol, a message for the beneficiary.
18. ČSOB will not confirm receiving a "Collection Order" by a separate message.
19. ČSOB will not be liable for an outgoing collection request not being accepted and the Account Holder / Installation Owner who is the holder of the account Client not receiving the money or not receiving it in time because there were insufficient funds in the account.

**Message: Payment Order Abroad and in a foreign currency in the Czech Republic (Non-Documentary Payments)**

20. ČSOB executes transfers in CZK or a foreign currency abroad or in a foreign currency in the Czech Republic according to the "Payment Order" message including SEPA payments.
21. Payment orders in non-documentary payments sent electronically are valid if:
- they debit the account for which the electronic data exchange service has been contractually agreed,
  - they are signed by the specified number of the valid Electronic Signatures of the Installation Owner or User.
22. ČSOB will execute payment orders in non-documentary payments sent electronically if they include the essentials below:
- the payer's account number,
  - the payer's name and address,
  - the beneficiary's account number at the beneficiary's bank,
  - the beneficiary's name and address,
  - the BIC (Swift address) or national bank code of the beneficiary's bank,
  - the beneficiary's bank name and address,
  - the transferred amount,
  - the currency (the ISO currency code according to the ČSOB exchange list),
  - the due date,
  - the purpose of the transfer,
  - the fee payment code.
- The beneficiary's account number must be given in the IBAN format and the fee payment code must be SHA, i.e. each party pays its own bank for transfers to EU and EEA member countries. The BIC code is not a mandatory requirement for SEPA payments.
23. The received data input control at ČSOB includes the following:
- The due date, i.e. the date the account is debited can be the working day, i.e. the day the Installation Owner or the User sends the message or a day not more than 30 calendar days later. If the due date is earlier than the current working day ČSOB will execute the order on the current working day.
  - ČSOB only executes transfers abroad and in a foreign currency in the Czech Republic in the currencies in the ČSOB exchange list.



- The amount of a transfer is given to two decimal places. With the Japanese yen (JPY) and the Hungarian forint (HUF) the amount must be without decimal places, i.e. whole numbers only. If the amount in these currencies is given with decimal places, ČSOB will not execute the payment order.
24. ČSOB will not confirm receiving a "Payment Order" in non-documentary payments by a separate message.
  25. ČSOB is not liable for any damage caused by not executing a payment order in non-documentary payments if ČSOB returns it because it is incomplete or it contains errors stipulated in Paragraphs 21–23 of Article X of the ČSOB MultiCash 24 Terms and Conditions.
  26. The Business Terms and Conditions for Accounts and Payments will govern the exchange rates when processing payment orders in non-documentary payments.
  27. Incoming payment orders in non-documentary payments are executed in accordance with the Business Terms and Conditions for Accounts and Payments.
  28. A "Payment Order" message with a future due date can be cancelled by a payment order cancellation in writing at the ČSOB branch that keeps the Account Holder's account / account of the Installation Owner who is the holder of the account delivered to the ČSOB branch no later than the day before the future due date.

#### **Message: Account Statement**

29. ČSOB prepares and sends account statements electronically for all types of accounts if the electronic data exchange service has been contractually agreed for them.
30. "Account Statements" messages are sent at the end of the current day at the frequency agreed between the Account Holder / Installation Owner who is the holder of the account and ČSOB.  
If it is agreed that account statements are produced and sent electronically and the account contractual relationship is terminated, the last account statement will be sent to the Account Holder / Installation Owner who is the holder of the account in writing by post.

#### **Message: Account Balance**

31. ČSOB provides information about actual balances in all types of accounts irrespective of the currency if the electronic data exchange service has been contractually agreed for these accounts.

#### **Message: ADVICE**

32. ČSOB provides information about payments (ADVICE of domestic payments / transfers and non-documentary payments) if the electronic data exchange service has been contractually agreed for these accounts. An ADVICE confirming that a transfer has been made is generated on working days after each transaction.

#### **Message MT101: Transfer Request (remote account access)**

33. According to the "MT101 – Transfer Request" message ČSOB sends an MT101 payment instruction via SWIFT to the bank specified by the Client (payer's bank). ČSOB does not change instructions given by the Client but only makes certain that the instruction is formally correct and that the Client is entitled to send such an order. The Client is responsible for the correctness of instructions.
34. A "Transfer Request" sent electronically is valid if:
  - it debits the account for which the electronic data exchange service has been contractually agreed (power of attorney),
  - it is signed by the specified number of the Account Holder's or User's valid electronic signatures,
  - it contains the general parameters and information required by the bank that keeps the account
35. ČSOB will not confirm receiving a "Transfer Request" by a separate message.
36. Non-execution of an order: If an order is not executed and ČSOB is informed, the Client will also be informed.
37. ČSOB is not responsible for the correctness of the payment executed by the principal's bank.

#### **Message MT940: Account Statement at Another Bank, (remote account access)**

38. ČSOB accepts an MT940 (client account statement) message from another bank via SWIFT and delivers it to the Client electronically in the same (unchanged) format and with the same (unchanged) data. The Client is only given the account statements stipulated in the Contract.

39. ČSOB will send an account statement of another bank after it is received. ČSOB is not liable for any delay or missing statements caused by another bank.
40. The frequency of account statements is stipulated in the contract between the account holder at another bank and the bank that sends them.
41. ČSOB does not concurrently produce a paper version of an account statement kept at another bank.
42. After receiving an MT94, ČSOB will check whether the Client is entitled to receive statements from this account.

## **XI. MUTUAL COMMUNICATION**

1. Unless stated otherwise in these Terms and Conditions, all Contract-related communication between ČSOB and the Client will comply with the following rules.  
Communication between ČSOB and Clients must be in Czech as follows unless agreed otherwise:
  - a) in person when a Client comes to a ČSOB branch,
  - b) by phone,
  - c) through SMS,
  - d) in writing or
  - e) electronically.ČSOB sends documents for legal entities and private individuals – entrepreneurs delivered by a postal service provider to the registered office address given in the Contract.  
A document sent in the Czech Republic will be considered delivered on the third working day and the 15th working day after it is sent abroad.  
If a document is returned by a postal service provider as undeliverable, the effects of delivering it occur on the day when it is returned to ČSOB. The effects of the delivery occur even if the client refuses to accept the document.  
Documents for a Client that are not delivered by a postal service provider can be picked up at ČSOB by the Client and the other persons indicated in an authorisation signed before a ČSOB employee or those who submit a power of attorney with the Client's notarised signature.
2. For documents submitted in a language other than Slovak or Czech, ČSOB is entitled to request the Client to submit an official translation made at the Client's expense. ČSOB is not responsible for a delay in providing the Service or order because of having the document translated.

## **XII. FINAL PROVISIONS**

1. The maximum number of domestic payment and non-documentary payment orders sent to ČSOB in a (one) file through ČSOB MultiCash24 is 100,000. The Client can send an unlimited number of files to ČSOB daily but only 99 at the same time.
2. The Client is responsible for the topicality, correctness and completeness of all the data given to ČSOB and must inform ČSOB without undue delay of any changes in this data and provide suitable proof of the changes.
3. The Client is not entitled, without the previous written consent of ČSOB, to assign, transfer, change, pledge or otherwise encumber or dispose of the Contract, parts of it or individual rights arising from it or negotiate with a third party to assume a debt resulting from the Contract.
4. If any provision of the ČSOB Multicash 24 Terms and Conditions or the Contract is invalid, objectionable or unenforceable or becomes so, it will not affect the validity and enforceability of the other provisions of the ČSOB Multicash 24 Terms and Conditions if it can be separated from the ČSOB Multicash 24 Terms and Conditions or the Contract as a whole and if it can be assumed that the legal action would have taken place without the invalid part if ČSOB had recognised the invalidity in time. ČSOB and the Client will make every effort to replace this provision with a new one with contents and effects as close as possible to the invalid, objectionable or unenforceable provision.
5. The Client, if he is an entrepreneur, and ČSOB do not adhere to the legal regulations on adhesion type contracts. The provisions of the ČSOB MultiCash 24 Terms and Conditions or the Contract 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 that the Client does not know the importance of and it is not proven that the Client is aware of them;
  - 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 given to the Client was insufficient; and
  - c) clauses that are particularly detrimental (disadvantageous) to the Client, without good reason, especially if the agreement or contract seriously and with no particular reason differs from the usual conditions negotiated in similar cases.
6. ČSOB is entitled to propose changes in the ČSOB MultiCash24 Terms and Conditions. ČSOB will let the Client know about the suggested changes to the ČSOB MultiCash24 Terms and Conditions at the operational premises of ČSOB branches and at the Internet address [www.csob.cz](http://www.csob.cz) no later than two months before the date when the changes should come into effect. ČSOB also informs the Client simultaneously through a notice on account statements. If the Client does not refuse the suggested changes, it will be considered that he has accepted them. If the Client refuses the suggested changes before the date they should come into effect he will be entitled to immediately terminate the Agreement or Contract affected by these changes.
7. ČSOB will not disclose facts subject to banking secrecy under the law. ČSOB will keep this information confidential even when the contractual relationship with the Client is terminated. ČSOB provides information subject to banking secrecy only to relevant persons and institutions according to the law and contractual arrangements with the Client.
8. As part of the contractual relationship with the Client ČSOB processes his personal data pursuant to Law No. 101/2000 Coll., on Personal Data Protection, as subsequently amended. For more information, see "Information on personal data processing", available at [www.csob.cz](http://www.csob.cz) or at ČSOB business outlets.
9. The Client and ČSOB note and agree that:
- a) because of the nature of the ČSOB MultiCash 24 Terms and Conditions it is reasonable to expect that they will be subsequently amended,
  - b) in accordance with Paragraph 10 of Article XII of the ČSOB MultiCash 24 Terms and Conditions ČSOB is entitled to change the provisions of the ČSOB MultiCash 24 Terms and Conditions to modernise the Service in line with the normal commercial practices of banks and branches of foreign banks on the Czech market and with regard to changes in the legislation affecting the business activities of ČSOB and its affiliates,
  - c) any changes according to the previous Paragraph sentence b) are considered appropriate.
10. The new version of the ČSOB MultiCash 24 Terms and Conditions will be binding for the obligations arising from the Contract between ČSOB and the Client as changes to the originally agreed terms and conditions when they come into effect.
11. These ČSOB Electronic Banking-MultiCash 24 Terms and Conditions will become effective on December 1, 2016 and the Terms and Conditions for ČSOB Electronic Banking-ČSOB MultiCash 24 of January 1, 2016 will be null and void.

Československá obchodní banka, a. s.

**ATTACHMENT TO THE ČSOB MULTICASH 24 TERMS AND CONDITIONS**

**LIST OF ERROR CODES** that result in a refusal / return of payment orders / collection orders in domestic payments and payment orders / transfers in FX non-documentary payments:

0	The transfer has not been made yet	18	Invalid date on the User's PC
1	The transfer has been successfully made	19	The transfer has been cancelled by the User
2	The User's number is not registered by the bank	20	The transfer has been cancelled by pressing ESC
3	Incorrect transaction number	21	The file has been manipulated (control total)
4	The User is blocked	22	Record of local file impossible
5	The transfer has been refused by the bank	23	Incorrectly entered communication password
6	The User's number is used by the bank	25	The User has not been initialised
7	Non-permitted type of envelope	27	Waiting for the key calculation – contact ČSOB HelpDesk
8	No initiation	28	One or more signatures are still missing
9	Internal error – see the Error Report	29	Incorrect key calculation – contact ČSOB HelpDesk
10	The Payments file has been transferred	30	The public key has not been released
11	The transfer has been interrupted by the bank	31	Invalid electronic signature
12	The Control total does not match the check sum	32	There is no public key
13	No data is available	33	The signature specimen has been broken
14	You are not entitled to access this account	34	Insufficient number of signatures
15	There is no access for this type of envelope	35	You have no right to sign for this account
16	Message logical control error	36	Reserved (for internal or control purposes)
17	The User is blocked after three unsuccessful attempts	37	The limit has been exceeded