

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



Effective from 1 November 2020.

Československá obchodní banka, a. s., registered office Radlická 333/150, 150 57 Praha 5, Organization ID No.: 00001350, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, Insert 46 (“ČSOB”) issues the Business Terms and Conditions for Providing and Using ČSOB Electronic Banking – ČSOB MultiCash 24 Service (“ČSOB MultiCash 24 Terms and Conditions”) pursuant to the Payment System Act (“PSA”). The legal relationship between ČSOB and Clients when providing and using the ČSOB MultiCash 24 Service (“Service”) is governed by the law of the Czech Republic (“CR”) and all communication will be in Czech unless agreed otherwise. The Client (as specified below) is required to study the ČSOB MultiCash 24 Terms and Conditions in detail, adhere to them, read the relevant Service manuals and follow the procedures in them.

The wording of these Conditions have been written in Czech and English, both versions being deemed authentic. In the event of any conflict of interpretation between Czech and English translation of these Conditions, the original Czech version shall prevail.

## I. DEFINITIONS AND TERMS

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.

The **Client** will be according to the ČSOB MultiCash 24 Terms and Conditions:

- a) an Account Holder – a legal or physical entity who has an account/accounts maintained at ČSOB. The Account Holder concludes a Contract on Providing the ČSOB Electronic Banking – ČSOB MultiCash 24 Service (“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/these accounts at ČSOB via the Service; and
- b) an Installation Owner – a legal or physical entity who concludes a Contract on Using the ČSOB Electronic Banking – ČSOB MultiCash 24 Service (“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/accounts via the Service. The Installation Owner can be a holder of an account/accounts (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/accounts of this Account Holder through the Service specified in the Contract on Providing the Service. If the Installation Owner does not have the account/accounts 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 physical entity 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.

**Identification Number** is the unique number identifying the User specified in the Contract on Using the Service.

**Installation Owner’s Number** is the unique number identifying the Installation Owner specified in the Contract on Using the Service.

**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.

**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").

**Private Encryption Key** for electronically signing Installation Owner's or User's messages sent to ČSOB.

**Order** – the Installation Owner's or User's order to execute a bank transaction as a "Payment Order," "Collection Order" or "Transfer Request" message.

**Medium/electronic carrier** – token, CD, chip card, flash disk, etc.

**Price List** – the current version of the ČSOB Price List available at the operational premises of ČSOB branches and on [www.csob.cz](http://www.csob.cz).

**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.

**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.

**Business Terms and Conditions for Accounts and Payments** mean, depending on the client type:

- a) Pre-contract information and Business Terms and Conditions for Accounts and Payments for Legal Entities and Private Individuals – Entrepreneurs
- b) Business Terms and Conditions for Accounts and Payments for Corporations and Institutions.

## II. 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 maintained at ČSOB so that the Service fees can be charged by ČSOB.
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/Installation Owners or a User/Users. 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/Users. 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 daily limit for the use of funds on all accounts of the Account Holder/Installation Owner who is the holder of the account that the Installation Owner or User/s are authorized to use. 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 the use 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 are authorized to use. 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 the use of funds on a specific account of the Account Holder/Installation Owner who is the holder of the account that the User or a pair of Users are authorized to use. 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.

### III. 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,
  - Sending of account statement(s),
  - Sending of account balance(s),
  - Sending 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 Business Terms and Conditions for Accounts and Payments 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.

### IV. 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/she 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, purpose of the transfer of funds from the 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.

## V. 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.

## VI. 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 data carriers 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 VI of the ČSOB MultiCash 24 Terms and Conditions and make sure the User complies with them.
4. When generating personalized security elements, the Client is obliged to follow rules for the creation of secure passwords, especially as regards the requirement for the minimum password length (8 characters), the combination of special characters, numbers and letters, and the regular password resetting.
5. The Client is obliged to continuously check the fulfilment of all personalised security elements, make sure that no other person is able to access such personalised security elements, and not to reveal such personalised security elements to any other person. The Client will not put the personalised security elements in an easily readable form particularly on the item for communicating with the Service (for example writing the PIN on the chip card), or another item which he/she keeps or holds together with the means of communicating with the Service; i.e. he/she must take all reasonable measures to protect his personalised security elements and communication means with the Service. Not complying with these obligations constitutes a substantial breach of the Contract pursuant to Section 1977 of the Civil Code.
6. If the Client finds out 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/she has not placed an order,

he must immediately notify ČSOB of this (in person through a branch or by telephone via the EB Helpdesk). Not complying with this obligation constitutes a substantial breach of the Contract pursuant to Section 1977 of the Civil Code. Based on an 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/mc24](http://www.csob.cz/mc24). If the Client informs ČSOB by phone, he/she 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.

7. 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.
8. The Client must ensure that the equipment used to operate the account(s) and the provided 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 is obliged to restrict access to the installation itself and the application files to authorised Users only. 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.
9. The Client must be familiar with the Principles of Safe Use and the Notice of the Czech National Bank concerning the risks of using electronic banking published on [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) and follow them.

## VII. 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 Keys 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/she 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 means of payment/Service of ČSOB MultiCash 24 in order to guarantee the security of the means of payment/Service of ČSOB MultiCash 24, especially if the use of the means of payment/Service of ČSOB MultiCash 24 is suspected of being unauthorised or fraudulent. Before blocking the means of payment/Service of ČSOB MultiCash 24 or – if this is not possible – immediately afterwards, ČSOB will inform the User using one of the methods provided in Mutual Communication, Terms and Conditions for Accounts and Payments, concerning the blocking of the means of payment/Service of ČSOB MultiCash 24 and the reasons thereof, unless informing the User may invalidate the purpose for blocking the means of payment/Service of ČSOB MultiCash 24, or if this may be conflict with any other legal regulations.
7. ČSOB is entitled to withdraw from the contractual relationship in a case where the persistence of the obligations under the contract or use of the product and service becomes unacceptable for ČSOB or illegal under the applicable legal regulations or internal policy of the bank or the KBC Group.

## VIII. 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.

## IX. 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/she 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/she 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/she 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/she 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.

### Priority Payments

5. 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.

### Account Statement

6. ČSOB prepares and sends account statements electronically for all types of accounts if the electronic data exchange service has been contractually agreed for them.
7. "Account Statement" 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.
8. 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.

### Account Balance

9. 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.

### ADVICE

10. 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.

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

11. 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.
12. 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.
13. ČSOB will not confirm receiving a "Transfer Request" by a separate message.
14. Non-execution of an order: If an order is not executed and ČSOB is informed, the Client will also be informed.
15. ČSOB will not be liable for the correctness of the payment executed by the principal's bank.

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

16. 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.
17. 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.
18. The frequency of account statements is stipulated in the contract between the account holder at another bank and the bank that sends them.
19. ČSOB does not concurrently produce a paper version of an account statement kept at another bank.
20. After receiving an MT94, ČSOB will check whether the Client is entitled to receive statements from this account.

## **X. PAYMENTS**

1. The payment due dates and the payment rules are regulated in the Terms and Conditions for Accounts and Payments, available within all ČSOB branches and also from [www.csob.cz](http://www.csob.cz).
2. Payment transactions on accounts must comply with:
  - a) MultiCash 24 Terms and Conditions and the Contract
  - b) Terms and Conditions for Accounts and Payments, corresponding account agreement and applicable legal regulations
3. Payments with a future payment due date can be revoked in the form of a written request for the cancellation of a payment order, submitted in writing at a ČSOB branch which operates the account for the Account Owner/Installation Owner that is the account owner, not later than a day prior to the future due date.
4. ČSOB will not be liable for damage incurred from the non-execution of a payment order, if the payment order is returned by ČSOB due to incompleteness or errors.

## **XI. 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 mutual communication between ČSOB and the Client is regulated in the Terms and Conditions for Accounts and Payments.
3. 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.
4. 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.
5. 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.

6. The Client, if he/she 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.

7. ČSOB is entitled to propose changes in the ČSOB Multicash 24 Terms and Conditions. In the case of a Client natural person – entrepreneur or legal entity, ČSOB shall provide about the proposed changes at the website [www.csob.cz](http://www.csob.cz) at least one month prior to the proposed effective date, which the bank shall convey to the Client through a message via the Service, account statement, letter, or e-mail or data message.

In the case of a Client natural person (consumer), ČSOB shall usually convey the information about the proposed changes via the Service or account statement, eventually, by e-mail, letter or data message, at least two months prior to the proposed effective date; the bank shall publish this proposal at the website [www.csob.cz](http://www.csob.cz). ČSOB notifies the Client natural person (consumer) about the integration of the change proposal in the Service by informative e-mail, or SMS. If the Client does not refuse the proposal in writing at the latest by the last business day prior to the proposed effective date, it applies that the Client has accepted the proposed change in full. If the Client refuses the suggested changes in writing, he/she will be entitled to immediately terminate the Contract without consideration. The Client must deliver termination notice to ČSOB at the latest on the business day prior to the effective date of the suggested change. ČSOB shall in the draft of suggested changes to the ČSOB MultiCash 24 Conditions always provide information on the right to refuse the suggested changes and terminate the Contract with ČSOB.

ČSOB is entitled by the same procedures stated above to change the individual Price List items, as well as the master contract or individual contracts that comprise the master contract according to article I para. 1 of the Terms and Conditions for Accounts and Payments.

8. In case of a change, which does not have a negative impact for the Client on the parameters and price terms of the product, service or means of payment, ČSOB is entitled on the effective date of the change to also make a unilateral change to the master contract, or the individual contracts with immediate effect, ČSOB MultiCash 24 Terms and Conditions or the Price List. Such a change may be mainly:
  - a) an amendment made exclusively to the benefit of the Client,
  - b) an amendment due to addition of a new service, which does not affect the current fees,
  - c) a change in the name of the bank product, service or means of payment, which does not impact the rights and obligations of the contracting parties,
  - d) an amendment due to increase of the security of the bank services or technological development,
  - e) the amendment of data of informative nature (ČSOB headquarters, entities from the ČSOB Group).

ČSOB shall notify the Client about the changes made usually in good time through the Service, by publishing the change at [www.csob.cz](http://www.csob.cz) or notification in the account statement, or by e-mail to the address stated by the Client. The Client may also acquaint himself with such a change in the business branches of ČSOB.

9. 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.

10. 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.

11. 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 8 of Article XIII 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.

12. 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.

13. These ČSOB Electronic Banking-MultiCash 24 Terms and Conditions will become effective on November 1, 2020 and the Terms and Conditions for ČSOB Electronic Banking-ČSOB MultiCash 24 of November 1, 2019 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