

TERMS AND CONDITIONS FOR ACCOUNT MAINTENANCE AND PAYMENTS



Ceskoslovenska obchodni banka, a. s., registered office Radlicka 333/150, 150 57 Prague 5, ID No.: 00001350, registered in the Commercial Register of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter referred to as "CSOB") issues the Terms and Conditions for Account Maintenance and Payments (hereinafter referred to as the "Terms and Conditions") pursuant to the provisions of Section 273 Law No. 513/1991 Coll., Commercial Code (hereinafter referred to as the "Commercial Code") and pursuant to the Payment System Act No. 284/2009 as subsequently amended (hereinafter referred to as the "PSA").

ACCOUNT MAINTENANCE

1. CSOB establishes and maintains a current account in accordance with the respective agreement pursuant to Section 708 of the Commercial Code (hereinafter referred to as the "Account") for private individuals – citizens, private individuals – entrepreneurs and legal entities. The Account, which is used for execution of the payment transactions, is a payment account pursuant to the Payment System Act.
2. The Account is to be established in Czech crowns and selected foreign currencies.
3. Funds deposited in the Account of private individuals – citizens are intended for payments of a personal character and cannot be used for business activities.
4. Funds in the Account bear interest at the rate specified in the current Notification of Československá obchodní banka, a. s. on Interest Terms and Conditions for Deposits and Loans in CZK, or the Notification of Československá obchodní banka, a. s. on Interest Terms and Conditions of FX Deposits and Loans. After being credited with funds the Account bears the respective interest until the funds are withdrawn from or transferred to this Account. Interest on the Account balance is accrued on a daily basis but is credited to the Account at the end of the interest period in the currency of the Account. The interest period is either a calendar quarter (for Accounts denominated in CZK) or a calendar year (for Accounts denominated in foreign currencies).
5. After establishing an Account the Account Holder or a person authorised by the Account Holder may receive a payment card, which will be agreed on a contractual basis.
6. The client is allowed to use electronic banking services, which may be agreed on a contractual basis.
7. CSOB will enable the Account Holder to overdraw the Account provided the terms and conditions for a permitted overdraft are fulfilled.
8. Account statements are issued in accordance with the frequency and in the manner stipulated in the agreement. Account statements are issued monthly, which is the standard frequency for issuing account statements at CSOB. If no payment transactions are executed in this period no account statement will be issued.
9. Fees for Account maintenance and standard domestic transaction payments are always charged on the last Saturday of each month.
10. When using a private cheque forms the Account Holder is obliged to adhere to the valid Terms and Conditions of Private Cheques.
11. If a non-permitted debit balance occurs on the Account, CSOB will send the Account Holder a letter requesting the Account Holder to settle the debit balance, or a reminder as the case may be.
12. Both CSOB and the Account Holder are entitled to terminate the agreement without having to give any reasons. If the Account Holder terminates the agreement the notice period will be a month and will begin on the next day after the delivery of the notice of termination to CSOB. If the agreement is terminated by CSOB the period of notice will be two months and will begin on the first day of the calendar month after the month in which the notice of termination is delivered to the Account Holder unless stipulated otherwise.
13. The Account Holder is obliged to settle all obligations arising from the contractual relationship with CSOB no later than as of the date of termination of the contractual relationship. If the contractual relationship is terminated by the Account Holder he will be obliged to return to CSOB all payment cards issued to his Account no later than on the first day of the notice period; if the contractual relationship is terminated by CSOB, the Account Holder will be obliged to do so within 14 days following the delivery of the notice of termination at the latest. Unless the Account Holder returns the payment cards by the above mentioned deadline, CSOB will be entitled to block the payment cards at the Account Holder's expenses.

I. CASHLESS PAYMENTS

General Terms and Conditions

14. The client is entitled to dispose of funds in the Account in accordance with a written payment order (i.e. forms approved by CSOB) or an electronic payment order in accordance with the respective contractual relationship via CSOB electronic distribution channels so that the payment transaction does not exceed the disposable balance in the Account, or a loan facility agreed on a contractual basis.
15. The client is obliged to deliver payment orders to CSOB by the deadlines determined by CSOB; both the time of the receipt of the payment order (day/hour) and the form will be decisive for the purpose of determining the payment transaction terms.
16. The client's Account will be debited with the amount specified in the payment order upon the receipt of the payment order provided that all the terms and conditions stipulated in these Terms and Conditions and the CSOB General Business Terms and Conditions for the execution of payment transactions have been fulfilled and unless the client requires a later due date.
17. CSOB will execute payment orders on the respective required due date provided that there are adequate disposable funds in the payer's Account. If the payer's Account does not contain sufficient disposable funds on the due date or in the next two business days the payment order or direct debit order will not be executed. If the payer's Account does not contain sufficient disposable funds on the due date for execution of a priority payment including the fee, SIPO (household) payments, standing payment orders to remit a variable amount within domestic payments, transfers between Accounts of the client to be made

via CSOB electronic distribution channels or payment orders to which a contractual exchange rate within non-documentary payments is applied the respective payment transaction will not be executed, i.e. the payment order will not be processed on the due date.

18. CSOB is entitled to refuse to execute a payment order unless all the respective terms and conditions as CSOB may require are concurrently fulfilled (see explanation of terms).
19. CSOB will provide clients with information about rejecting or not executing a payment order in writing, or at a ČSOB branch, or make it available in another manner agreed with the client.
20. The client is entitled to recall a payment order one business day before the due date at the latest or before the receipt of a payment order as the case may be.
21. Written payment orders are to be filled in legibly and completely, no deletions, erasures or rewriting is acceptable but all the mandatory fields have to be included. Written payment orders has to be signed in accordance with the respective signature specimen as given in the Authorisation to Dispose of Funds in Accounts/Securities in Property Accounts (hereinafter referred to as the "Authorisation") or the signature specimen stated in the respective form or in payment orders another method of authentication than that agreed upon on a contractual basis, or determined by CSOB will be given.
22. The client has to deliver payment orders during the working hours of a CSOB branch. Written payment orders for execution of domestic payments (single payment orders and standing payment orders, single direct debit orders and standing direct debit orders, direct debit mandates, multiple payment orders and multiple direct debit orders) not exceeding the maximum amount in CZK as determined by CSOB has to also be delivered to CSOB collecting boxes. CSOB is not responsible for any damages the client may incur because of the non-execution or late execution of payment orders delivered to collecting boxes unless they adhere to the terms and conditions for this manner of delivery as determined by CSOB. Collecting boxes are not intended for written payment orders for transfer abroad and in foreign currencies in the Czech Republic.
23. CSOB will verify the authentication of client payment orders according to the respective payment order given in the effective Authorisation, or the respective form and/or in accordance with another manner of authentication as agreed with the client or determined by CSOB. CSOB will confirm the receipt of written payment orders by printing a stamp on the copy of a written payment order. The client is obliged stamp a written payment order delivered to the collecting box in the field intended for the stamp so that it does not overlap any data written on the payment order. The Client is entitled to ask for confirmation of the execution of written payment order at any CSOB branch.
24. CSOB will verify the authentication of electronic payment orders of the client in accordance with the respective contractual clauses via CSOB electronic distribution channels.
25. CSOB will be entitled to debit a beneficiary's (CSOB client's) Account with the amount of a payment transaction and return it to the payer's provider if it is an authorised direct debit in CZK executed in the Czech Republic and if the payer's provider asks CSOB to return it.
26. The client has to inform CSOB without undue delay on becoming aware of any unauthorised or incorrectly executed payment transactions giving rise to a claim and no later than 13 months after the debit date.
27. In the case of an unauthorised payment transaction, CSOB refunds to the payer the amount of the unauthorised or incorrectly executed payment transaction immediately after it learns about it and finds that the client's requirement is justified.
28. CSOB will execute payment orders by the deadlines stipulated in these Terms and Conditions unless the client requires a later due date. If no due date is specified in the payment order, or if the due date is earlier than the date of the receipt of the payment order CSOB will execute written payment orders on the next business day of its delivery to CSOB. If the due date given in a payment order is not a business day CSOB will execute it on the next business day.
29. CSOB will not execute payment orders delivered by the client to collecting boxes exceeding the limit determined by CSOB and written payment orders sent by post.
30. CSOB will credit the beneficiary's Account with the respective amount after a CSOB Account has been credited and all the necessary details for crediting the amount in favour of beneficiary.
31. Subsequently CSOB will be entitled to debit the beneficiary's Account with the amount credited to it if it does not receive the respective amount from the payer's provider or intermediary provider.
32. CSOB is entitled to charge the respective fees in accordance with the ČSOB Price List effective on the due date of the fee in payment for the services provided.
33. ČSOB executes payments on business days only.
34. ČSOB is entitled to cancel a direct debit mandate if no direct debit payment transactions have been made in the last 24 calendar months. ČSOB is also entitled to cancel a direct debit mandate or standing payment order in favour of an account of a bank which no longer exists. ČSOB will immediately inform the ČSOB client of cancelling a direct debit mandate or standing payment order.

Domestic payments

35. Domestic payments are transfers/direct debits of funds denominated in CZK within the Czech Republic.
36. CSOB executes transfers/direct debits denominated in CZK within the Czech Republic in particular in the form as set out below:
 - a) single payment orders,
 - b) single direct debit orders,
 - c) multiple payment orders,
 - d) multiple direct debit orders (separately for debits from Accounts established at CSOB and those established in other domestic providers),
 - e) standing payment orders,
 - f) standing direct debit orders,
 - g) direct debit mandate – Telefónica, standard, SIPO.
37. The mandatory fields of a payment order/direct debit order within domestic payments are as follows:

- a) the payer's Account number and the national clearing bank code 0300 of the payer's provider (the payer's bank identification), i.e. the unique identifier of the payer,
 - b) the beneficiary's Account number and the national clearing bank code of the beneficiary's provider (the beneficiary's bank identification), i.e. the unique identifier of the beneficiary,
 - c) the amount to be transferred given in figures including decimal points (if the currency is not stated, the amount will be understood to be CZK. The Client is always obliged to specify the payment currency for transfers between accounts denominated in foreign currencies; if he transfers funds in CZK to an account of the beneficiary held at another local provider he is obliged to adhere to the instructions given in the Payment Order form and at www.csob.cz), the total amount on a multiple order has to be the total amount of the particular amounts,
 - d) the signature in accordance with the signature specimen given in the Authorisation or on the respective form, or another manner of authentication agreed on a contractual basis or determined by CSOB,
 - e) the proper constant symbol (if stipulated in a special legal regulation). Client is not entitled to use constant symbols stipulated in a special legal regulation or by CSOB. If one of the following constant symbols 5, 6, 7, 51, 1178 2178 or 3178 is given on a payment order by a client, CSOB is entitled to execute payment transaction without such a constant symbol.
38. The optional fields of payment order/direct debit order within domestic payments are as follows:
- a) the due date of the payment order,
 - b) the variable symbol – a maximum ten digit identification numerical code excluding hyphens and slashes,
 - c) the specific symbol – a maximum ten digit identification numerical code excluding hyphens and slashes,
 - d) the issue date of the written payment order (if not available it will be the same as the date of delivery of the payment order to CSOB),
 - e) a notice for payer/beneficiary.
39. The terms and conditions for setting up, change and cancellation of standing payment orders/standing direct debit orders are stipulated on CSOB forms and at www.csob.cz.
40. In accordance with a payment order debiting a CSOB client's Account in CZK or a foreign currency the beneficiary's Account established at another domestic provider will always be credited with an amount in CZK and therefore the beneficiary's Account should be denominated exclusively in CZK.
41. If a client requires an amount to be debited from an Account denominated in CZK in favour of a beneficiary's Account denominated in CZK established at another provider on a priority basis, the written payment order will have to be marked "PRIORITY PAYMENT" in the field "other instructions for CSOB". If there are not sufficient disposable funds for the payment transaction and payment of the respective fee in the client's Account the priority payment will not be executed.
42. Multiple payment orders are to be used only for transfer of amounts in CZK from a client's Account in CZK and in favour of a client's Account at CSOB or in favour of a beneficiary's Account in CZK held with another domestic provider.
43. A direct debit order is placed by the client (direct debit beneficiary) provided the payer agrees with this method of payment and both Accounts are denominated in CZK. The client is obliged state in the written direct debit order to debit the payer's Account held with another domestic provider a due date at least one business day after the written direct debit order is delivered to CSOB; if the direct debit order is delivered to a collecting box the due date will have to be at least two business days after the delivery of the direct debit order to CSOB. With regard to direct debit orders placed via CSOB electronic distribution channels by the deadline determined by CSOB in accordance with these Terms and Conditions the due date will be at least one business day after the electronic direct debit order is delivered to CSOB.
44. Direct debits from the payer's Account (e.g. telecommunication fees, SIPO etc.) will be executed if the Account Holder gives an approval for direct debits to be executed by debiting his Account in favour of a beneficiary's account via forms agreed on by CSOB or via CSOB electronic distribution channels.
45. Mandatory fields of a direct debit mandate within domestic payments are as follows:
- a) the payer's account number and the national clearing bank code 0300 of the payer's provider (the payer's bank identification), i.e. the unique identifier of the payer,
 - b) the beneficiary's account number and the national clearing bank code of the beneficiary's provider (the beneficiary's bank identification), i.e. the unique identifier of the beneficiary (not applicable to SIPO payments),
 - c) the reference number for a payment in favour of an account of Telefónica – for fixed networks (connecting number for SIPO),
 - d) the limit, i.e. the total sum in CZK expected by the client for a certain period (CSOB is entitled to place a restriction on the maximum amount of the limit),
 - e) the specification of the period for which the limit will apply (if a direct debit mandate is established via CSOB Mobil 24 for the Vodafone operator the period will not be negotiable because the limit set by the client will always apply for a period of a month),
 - f) the signature in accordance with the signature specimen given in the Authorisation or on the respective form, or another manner of authentication agreed on a contractual basis or determined by CSOB.
46. The terms and conditions for setting up, change or cancellation of a direct debit mandate are stipulated on CSOB forms and at www.csob.cz.
47. The client is entitled to claim a refund of an authorised payment transaction executed in accordance with a direct debit order to be returned within 8 weeks of the date when his account was debited with the respective amount unless the authorisation did not specify the exact amount of the payment transaction when the authorisation was made and concurrently the amount of the payment transaction exceeded the limit set by the client, i.e. the total/sum of amounts in CZK expected by the client for the selected period of time.
48. The client is obliged to provide CSOB with respective information and records showing that the terms and conditions for the refund of the debited amount of a payment transaction have been fulfilled and concurrently deliver a request for a refund of the debited amount of the authorised payment transaction executed at the beneficiary's initiative in accordance with a direct debit order.

49. Within ten business days of receiving a request for a refund concurrently with the respective records, CSOB will refund the debited amount of a payment transaction to the client or provide justification for refusing the refund of a debited amount.
50. If the bank or a savings and lending co-operative in the Czech Republic does not book the amount of the payment transaction in CZK or does not use the data identifying the banking connection in accordance with the client's instructions so that the payment transaction is not executed correctly the bank which keeps the account of the unjustified beneficiary will be obliged at the initiative of the bank or savings and lending co-operative that caused the incorrect booking of the transaction to debit this account with the incorrectly booked amount and return it to the bank or savings and lending co-operative, which enabled the incorrect execution of the payment transaction, to remedy the incorrectly executed payment transaction pursuant to the Payment System Act. Furthermore, the bank will be entitled to restore the balance in the unjustified beneficiary's account so that the amount is the same as if no incorrect transaction had been booked. The claim to remedy such a transaction has to be delivered within three months of the incorrect transaction.
51. The terms and deadlines for execution of domestic payments are stipulated in the section "Terms and Deadlines for Execution of the Payments".

3. Non-documentary payments

52. Non-documentary payments are transfers of funds to/from abroad and in foreign currencies in the Czech Republic.

3.1. Transfers of funds to abroad and in foreign currencies in the Czech Republic – general terms and conditions

53. CSOB executes transfers abroad and in foreign currencies in the Czech Republic in the form as set out below:
 - a) single payment orders of transfers abroad and in foreign currencies in the Czech Republic,
 - b) standing orders of transfers abroad and in foreign currencies in the Czech Republic.
54. The mandatory fields for payment orders of transfers abroad and in foreign currencies in the Czech Republic are as follows:
 - a) the payer's account number and the precise name and address, i.e. the unique identifier of the payer,
 - b) the beneficiary's account number and the precise name and address, i.e. the unique identifier of the beneficiary,
 - c) the beneficiary's account number has to be specified in the IBAN format for transfers to EU/EEA member states, which is for these transfers a unique identifier of the beneficiary,
 - d) the precise name and address of the beneficiary's provider, the BIC code (swift address) of the beneficiary's provider or the national code of the beneficiary's provider,
 - e) the BIC code of the beneficiary's provider has to be specified for transfers to EU/EEA member states, i.e. the unique identifier of the beneficiary's bank, which is for these transfers a unique identifier of the beneficiary's bank,
 - f) the amount of transfer in figures including decimal points,
 - g) the specification of the currency (ISO code of the currency in accordance with the CSOB exchange list),
 - h) the purpose of the transfer – information for the beneficiary,
 - i) the charge code: OUR, SHA or BEN (see the list of terms),
 - j) the SHA charge code has to be specified for transfers to EU/EEA member states in the currencies of EU/EEA member states,
 - k) the signature in accordance with the signature specimen given in the Authorisation or on the respective form, or another manner of authentication agreed on a contractual basis or determined by CSOB.
55. The mandatory fields for written standing payment order abroad and in foreign currencies in the Czech Republic are as follows:
 - a) the frequency of payment order execution,
 - b) the due date of the first payment transaction,
 - c) the due date of the last payment transaction or until recall.Standing payment order for transfer abroad and in foreign currencies in the Czech Republic can not be delivered via CSOB electronic banking.
56. The optional fields for payment orders abroad and in foreign currencies in the Czech Republic are as follows:
 - a) the due date of the payment order,
 - b) the payer's reference – identification of the transfer for the payer (which will be disclosed in the client account statement),
 - c) the other payer's instructions,
 - d) the contact person of the payer (the name and phone/e-mail/fax of the person responsible),
 - e) the issue date of the written payment order (unless it is specified the issue date will be the date of the delivery of the written payment order to CSOB).
57. CSOB is entitled to determine the method of transfer and to use correspondent relationships according to its own choice and consideration for transfers abroad and in foreign currencies in the Czech Republic.
58. CSOB is entitled not to execute any payment order by which funds would be transferred to states that are on the list of states suspected of supporting terrorism or to providers and their units outside these states but whose parent institution is registered in the country that is on the list of those supporting terrorism.
59. CSOB is entitled not to execute a payment order in favour of a beneficiary who is on the list of entities subject to sanctions.
60. CSOB is entitled not to execute a payment order for transfer abroad and in foreign currencies in the Czech Republic unless the beneficiary's account number is given on the payment order (i.e. if a cash payment to the beneficiary is required) because the client/payer faces the potential risk of the beneficiary's provider rejecting the transfer or the return of the funds transferred after the respective cost is deducted from the original amount of the transfer by the beneficiary's provider.
61. CSOB is entitled not to execute a payment order in a currency which is not on the valid ČSOB exchange list, or in a currency for which the beneficiary's provider has not established correspondent relationships with ČSOB.

62. To convert an amount to be transferred in the currency of the transfer to the currency of the client/payer's account CSOB usually uses a foreign exchange – cashless sales in accordance with the CSOB exchange list valid as of the due date/point of time of the transfer (as for CSOB it sells the transfer currency to the client). If the amount of the transfer to be converted exceeds the limit specified by CSOB the amount in the currency of the transfer will be converted using the actual rate of the inter-bank exchange market.

3.2. Transfers to EU/EEA member states in the currencies of EU/EEA member states

63. For transfers to EU/EEA member states the unique identifier of the beneficiary i.e. the beneficiary's account number in the IBAN format as well as the unique identifier of the beneficiary's provider i.e. the BIC code of the beneficiary's provider and SHA charge code must be used.

64. CSOB is entitled to change the OUR or BEN charge codes to the mandatory SHA charge code for transfers to EU/EEA member states in currencies of EU/EEA member states.

65. For transfers to EU/EEA member states in currencies of EU/EEA member states ČSOB is entitled to refuse to execute a payment order if the beneficiary's account is not given in the IBAN format (inc. invalid or incorrect IBAN format), or if the BIC code of the beneficiary's provider is not used (inc. invalid or incorrect BIC code).

66. Intermediary providers in EU/EEA member states will be entitled to refuse to execute transfers to EU/EEA member states in the currencies of EU/EEA member states or to return the funds transferred to the payer's provider, or to require additional fees to be paid by the payer if the beneficiary's account number in the IBAN format (incl. invalid or incorrect IBAN format) or the beneficiary's provider the BIC code (incl. invalid or incorrect BIC code) or the SHA charge code are not used.

3.3. Transfers from abroad and in foreign currencies in the Czech Republic – general terms and conditions

67. CSOB executes transfers from abroad and in foreign currencies in the Czech Republic in accordance with a payment order of the payer's provider who has to use the unique identifier of the beneficiary, i.e. either the beneficiary's account number in the valid IBAN format or the standard number of the beneficiary's account and the name of the beneficiary so that all the information agrees. ČSOB will credit the beneficiary's account according to the beneficiary's account given in the IBAN format with the respective amount transferred (without checking whether the IBAN beneficiary's account and the name of beneficiary's account agree) or according to the standard number of the beneficiary's account given (with checking the account number and the name of the beneficiary's account).

68. To convert an amount to be transferred in the currency of the transfer to the currency of the client/payer's account CSOB usually uses a foreign exchange - cashless purchase in accordance with the CSOB exchange list valid as of the due date/point of time of the transfer (as for CSOB it buys the currency of the transfer from the client). If the amount of the transfer to be converted exceeds the limit specified by CSOB the amount in the currency of the transfer will be converted using the actual rate of the inter-bank exchange market.

69. CSOB is entitled not to execute any payer's provider order by which funds would be transferred from states that are on the list of states suspected of supporting terrorism or through providers and their units outside these states but whose parent institution is registered in the country that is on the list of those supporting terrorism.

70. CSOB is entitled not to execute a payment order of a payer's provider, which includes the name of a payer who is on the list of entities subject to sanctions.

71. CSOB will be entitled to refuse or return the payment transaction to the payer's provider if the payer is not sufficiently identified, i.e. no payer's account number (or another identifier of the payer) and the name and address of the payer are indicated at incoming transfers from abroad and in foreign currencies in the Czech Republic.

72. CSOB will credit the client's/beneficiary's account with the amount to be transferred in currencies of EU/EEA member states on the same day when a CSOB's account is credited with the respective amount and when CSOB receives the details necessary for the transfer of the funds in favour of the beneficiary by the payer's provider.

73. CSOB is entitled to debit the client's/beneficiary's account with the amount transferred from abroad and in a foreign currency in the Czech Republic if the transferred amount is not credited to a ČSOB account at a correspondent bank. ČSOB is also entitled to debit the account of an unjustified beneficiary with the amount transferred from abroad and in a foreign currency in the Czech Republic if the unjustified beneficiary's account is credited because of the incorrect execution of a payment transaction by ČSOB no later than the next business day when the amount to be transferred is credited in favour of a CSOB account and when CSOB receives the details necessary to transfer the funds in favour of the beneficiary by the payer's provider for transfers in currencies of states outside the EU/EEA.

3.4. Transfers from EU/EEA member states in the currencies of EU/EEA member states

74. ČSOB will credit the client's/beneficiary's account with the amount transferred in currencies of EU/EEA member states on the same day when they are credited to a ČSOB account and when ČSOB receives from the payer's provider the documents necessary for crediting the beneficiary's account.

75. CSOB will be entitled to refuse or return the payment transaction to the payer's provider if the payer is not sufficiently identified, i.e. no payer's account number (or another identifier of the payer) and the name and address of the payer are indicated at transfers from EU/EEA member states.

76. CSOB will be entitled to refuse or return funds transferred to the payer's provider if the unique identifier of the beneficiary, i.e. the beneficiary's account number in the IBAN format or the unique identifier of the beneficiary's provider i.e. the BIC code of the beneficiary's provider or the SHA charge code are not used for transfers from EU/EEA member states in currencies of EU/EEA member states.

77. The terms and deadlines for the execution of non-documentary payments are stipulated in the "Terms and Deadlines for Execution of the Payments".

II. CASH PAYMENTS

1. General terms and conditions

78. CSOB accepts cash deposits and enables clients to withdraw cash denominated in CZK and selected foreign currencies stated on the CSOB exchange list – foreign currency section. Coin deposits depend on particular currencies and are restricted to certain types (values).

79. Banknotes denominated in currencies not stated on the CSOB exchange list – foreign currency section or badly damaged will not be purchased by CSOB. The degree of damage will be assessed by a CSOB specialist. With regard to damaged banknotes and coins denominated in CZK they will be exchanged pursuant to the legal regulations.
80. The terms and deadlines for cash payment transactions including cash deposits via deposit ATMs are stipulated in the section “Terms and Deadlines for Execution of the Payments.”
81. Cash withdrawals/deposits to/from the Client’s account on non-business days will be debited/credited from/to the Client’s account on the next business day.
82. CSOB is entitled to specify restrictions for the cash deposited by a third person in selected foreign currencies, the purchase and sale of foreign currencies or the deposit of coins of foreign currencies. CSOB is entitled to determine a limit for immediate cash withdrawals or the sale of funds. CSOB is entitled to put restrictions on cash payment transactions, their amounts and scope or exclude cash payment transactions to the fullest at selected branches. The Client will be informed about the scope of cash services provided in the operational premises of CSOB branches or at www.csob.cz.
83. CSOB is entitled to require the client to submit his identity document when making any cash transaction at branch counters.
84. The client will be informed about the execution of a cash payment transaction by a receipt, ATM receipt or an account statement.
85. After obtaining a receipt for the cash payment transaction the client is obliged to check whether his payment order has been executed correctly. After leaving the counter the Client will not be entitled to ask to have this cash payment transaction cancelled.

2. Deposits

86. CSOB accepts cash deposits throughout the entire network of CSOB branches.
87. When depositing cash exceeding CZK 50,000.00 or the equivalent of this amount in a foreign currency or depositing more than 50 coins CSOB is entitled to ask the Client to deliver a list of deposited banknotes and coins. CSOB is entitled to ask the client to deliver the list of cash amounts while they are exchanged only in CZK for other banknotes or coins.
88. If a banknote or coin suspected of being a forgery is retained at the counter while a cash payment transaction is being executed the client will receive a retention confirmation. If a banknote suspected of being a forgery is found while the client is depositing funds via a deposit ATM the client will be informed accordingly on the display of the deposit ATM and concurrently on the receipt issued by the deposit ATM. If it is subsequently found that a forged banknote/coin is retained CSOB will be entitled to debit the respective client’s account with the value of this banknote. The client is obliged to keep sufficient disposable funds in his account for this purpose. If a large amount of suspicious banknotes are found CSOB will be entitled to refuse to execute the respective transaction. If the execution of the transaction is rejected banknotes suspected of being forgeries will be retained by the deposit ATM.
89. CSOB also accepts cash in secured packing or night safe deposit bags under the contractual terms and conditions agreed in advance at selected branches.

3. Withdrawals

90. The Account Holder or Authorised Persons who are specified in the signature specimen are entitled to withdraw cash throughout the entire network of CSOB branches.
91. The Client can withdraw cash from an account provided a valid identity card and the respective withdrawal document (if CSOB requires it) is submitted or via a payment card. The withdrawal document must be signed by the account holder, or an authorised person in compliance with the valid signature specimen. Cash withdrawals via a third person or authorised persons with no separate right to dispose of the account unless they come to the branch jointly and are present when a cash payment will be executed via personal cheques issued by the Account Holder to the order of a private individual – the recipient of the cash. The receipt of the cash will always be confirmed by the signature of the Client on the receipt.
92. If the cash withdrawal exceeds the limit specified by CSOB, it will be entitled to require an advice of this fact by the respective deadline. The duty of giving prior notice of an above-limit transaction will also apply to the total of particular cash transactions executed from accounts of a (one) client during a (one) business day. The limits for cash withdrawals, the terms and the rules of advice are available in CSOB operational premises. If the day intended for the cash withdrawal from an account elapses to no effect CSOB’s duty to provide the Client with the required amount will terminate. CSOB is entitled to charge a fee for the reported and not paid cash amount in accordance with the CSOB Price List.
93. CSOB will be entitled to refuse an application for an above-limit withdrawal if it is found upon the advice that the disposable funds in the Client’s account to be debited are not enough for the required transaction.
94. If the Client makes a withdrawal in specified banknotes and coins CSOB will be entitled to ask for the submission of a list of the banknotes and coins required three days before the payment is executed.
95. CSOB is not obliged to meet the Account Holder’s requirements with regard to the structure of the foreign currency required. As for foreign currencies, CSOB does not change one nominal value for another.
96. Under extra-ordinary circumstances a cash withdrawal can be made pursuant to a specific power of attorney under the terms and conditions stipulated in the CSOB General Business Terms and Conditions.
97. The Client is obliged to count the cash when receiving it. Any claims after the Client has accepted the cash and stepped away from the counter or cash desk will be disregarded.

III. FINAL PROVISIONS

98. CSOB is entitled to suggest changes in the Terms and Conditions. CSOB will inform the Client of suggested changes in the Terms and Conditions in the operating premises of CSOB branches and at www.csob.cz at least 2 months before the changes take effect. It will inform the Client about any changes to them in writing, usually by a notice on the account statement by the same deadline. If the Client does not reject the suggested changes in the Business Terms and Conditions it will be understood that he has accepted the changes. If the client refuses the suggested changes he will be entitled to withdraw from agreements affected by the respective changes with immediate effect.
99. The Terms and Conditions will take effect on January 1, 2012 and replace the Terms and Conditions for Account Maintenance and Payments effective since April 1, 2011.

IV. EXPLANATION OF TERMS

Payment transaction is depositing funds in an account, withdrawing funds from an account or transferring funds.

Payment account is an account denominated in CZK and selected foreign currencies used for execution of the payment transactions (at CSOB this involves current accounts).

Funds are banknotes, coins, cashless amounts and electronic money.

Payment service is, with regard to cash payments, a deposit of funds in the account and a withdrawal of funds from the account.

Payment service is, with regard to cashless payments, a transfer of funds according to the payer's initiative (hereinafter referred to as the "transfer") and a transfer of funds according to the beneficiary's initiative based on an approval which the payer has given to the beneficiary, the beneficiary's provider or his provider (hereinafter referred to as the "direct debit") or the transfer of funds that arise through a payment means.

Payment means is a CSOB electronic distribution channel through which the user places a payment order. The user and the provider may agree on restricting the total amount of payment transactions made through a CSOB electronic distribution channel for a certain period of time.

Payment service provider (hereinafter referred to as the "Provider") is CSOB, Czech National Bank, other domestic banks, foreign banks and foreign financial institutions, savings and lending co-operatives, electronic money institutions, small electronic money issuers, payment institutions, foreign payment institutions, small payment service providers under the terms and conditions stipulated in the Payment System Act.

Payer is a client whose account should be debited because of a payment transaction or who deposits cash to execute a payment transaction.

Beneficiary is a client whose account should be credited with the respective funds in accordance with a payment order or who should receive cash amounts in accordance with a payment order.

Payment order is an instruction given to the provider by which the payer or beneficiary asks for a payment transaction to be executed. The payment order is also a payer's instruction delivered to CSOB showing his approval of a direct debits by debiting his account kept at CSOB in favour of a beneficiary's account.

Payment order/transfer order is a payer's instruction to CSOB to execute a transfer on forms approved by CSOB or via electronic distribution channels (for domestic payments and non-documentary payments).

Direct debit order is a beneficiary's instruction given to CSOB to execute a direct debit on forms approved by CSOB or via electronic distribution channels (exclusively for domestic payments in CZK).

Point in time of receipt of a payment order (hereinafter referred to as the "receipt of order") occurs a stipulated time after the payment order is delivered to CSOB; for payment orders, the funds are debited from a CSOB client's account at the receipt of the payment order (for direct debit orders, the order is processed at the receipt of the payment order) provided that all the terms and conditions for the execution of the payment order are fulfilled.

The terms and conditions determined by CSOB for the execution of a payment order are as set out below:

- a) filling in a payment order in accordance with the GBTC and product terms and conditions,
- b) delivery of the payment order by the deadline determined by CSOB,
- c) providing sufficient disposable funds for execution of the payment transaction and the respective fees in the client's account,
- d) fulfilment of other terms and conditions as may be stipulated in the legal regulations.

Due date is the day determined by the client when his account will be debited with the funds, the due date can not be earlier than the receipt of the payment order.

Business day is a day when the payer's provider and the beneficiary's provider executing the payment transactions usually conduct the activities necessary for execution of this payment transaction.

The working hours of a branch are the working hours of the branch only on a business day.

Unique identifier is the combination of characters, digits or symbols by which according to the provider's/CSOB specification the user or his account is identified while payment transactions are executed. If the payer states an incorrect unique identifier of the beneficiary which results in an incorrect transfer the payer's provider will make every effort to make sure the funds are returned to the payer.

IBAN (International Bank Account Number) is an international bank account number enabling the account number of the respective user in the respective provider/beneficiary's bank in the given country to be unambiguously identified (it is a comprehensive identification of the account number including the code of the bank and the country). It is mandatory to use the account number in the IBAN format for transfers within the member states of the European Union and the European Economic Area (EU states, Liechtenstein, Iceland and Norway, hereinafter referred to as the "EU/EEA member states").

BIC (Bank Identifier Code) is the swift address of the respective provider/bank in the given country, which enables the financial institution to unambiguously identified (including the name and registered office of the financial institution in the given country). The BIC of the provider/beneficiary's bank is obligatory for transfers within EU/EEA member states.

As for transfers abroad and in foreign currencies in the Czech Republic the charge codes are as set out below:

- **OUR** – all fees will be paid by the payer/CSOB Client will bear CSOB fees according to the valid Price List and also the fees of the beneficiary's provider (the so-called additional OUR fees); the beneficiary/client of another provider will receive the original amount transferred according to the payer's instructions (the so-called net payment).
- **SHA** – the payer/beneficiary will bear the fees of his provider; the payer/CSOB Client will pay the CSOB fees according to the valid Price List; the beneficiary/client of another provider will bear the fees of his provider or other fees of the intermediary provider as the case may be. For transfers to EU/EEA member states and in currencies of EU/EEA member states the SHA code is mandatory.
- **BEN** – all fees will be paid by the beneficiary; the payer/CSOB Client will pay no fees; the beneficiary/client of another provider will receive the respective amount of transfer deducted by CSOB fees in accordance with the CSOB Terms and Conditions for Bank Correspondents; the beneficiary/client will pay the fees charged by his provider or other intermediary providers as the case may be.

For transfers from abroad and in foreign currencies in the Czech Republic the charge codes are as set out below:

- **OUR** – all fees will be paid by the payer; the beneficiary/CSOB Client will bear no fees); the beneficiary/CSOB client will receive the whole amount to be transferred (the so-called net payment); the payer/client of another provider will pay both the fees charged by CSOB according to the CSOB Terms and Conditions for Bank Correspondents and the fees of his provider.
- **SHA** – the payer/beneficiary will bear the fees of his provider; the payer/CSOB Client will pay the CSOB fees according to valid the Price List; the beneficiary/CSOB client will receive the original amount according to the payer's instruction, or deducted by the fees of the intermediary provider; the payer/client of another provider will bear the fees of his provider. For transfers from EU/EEA member states and in currencies of EU/EEA member states the SHA code is mandatory.
- **BEN** – all fees will be paid by the beneficiary; the beneficiary/CSOB Client will pay the CSOB fees according to the valid Price List and the fees of the payer's provider; the beneficiary/CSOB client will receive an amount transferred deducted by the fees of the payer's provider or deducted by the fees of the intermediary providers as the case may be; the payer/client of another provider will pay no fees).

V. TERMS AND DEADLINES FOR EXECUTION OF THE PAYMENTS

1. Terms and deadlines for execution of the domestic payments

Type of the payment order	Delivery of the payment order to CSOB	Receipt of order (i.e. for transfer CSOB client's account debiting, for direct debits processing)	Account crediting	
			CSOB client's account crediting	Other beneficiary's provider crediting ¹⁾
Written payment orders delivered to the branch				
Standard	during the working hours of the branch	the next business day	the next business day	the next business day after receipt of order, i.e. after CSOB client's account has been debited
	during the working hours of the branch with the due date required on the business day of the delivery of the order	the same business day	the same business day	
	in a collecting box	the next business day	the next business day	
Priority (in an account at another provider in the CR)	Till 11.30 a.m. after a prior agreement with CSOB	the same business day	✘	the same business day
Direct debit order from a CSOB payer's account	during the working hours of the branch	the same business day	the same business day	✘
Direct debit order from a payer's account at another provider in the CR	during the working hours of the branch	the same business day	the same business day when CSOB has received funds from another provider	✘
direct debit mandate	during the working hours of the branch	the next business day	✘	✘
Payment orders delivered via electronic distribution channels				
Standard	till 6 p.m. on a business day	the same business day	the same business day	the next business day after the receipt of order, i.e. after CSOB client's account has been debited
	after 6 p.m. on a business day	the next business day	the next business day	
Priority (in an account at another provider in the CR)	till 10.30 a.m. on a business day without any restriction on the payment amount	the same business day	✘	the same business day
	till 12.00 p.m. on a business day – only payments not exceeding CZK 100 million inclusive	the same business day	✘	the same business day
	after 10.30 a.m. on a business day for a payment exceeding CZK 100 million or after 12.00 p.m. without any restriction on the payment amount	the next business day	✘	the next business day
Direct debit order from a CSOB payer's account	till 6 p.m. on a business day	the same business day	the same business day	✘
Direct debit order from a payer's account at another provider in the CR	till 6 p.m. on a business day	the same business day	the same business day when CSOB has received funds	✘
Direct debit mandate	till 6 p.m. on a business day	the same business day	✘	✘
	after 6 p.m. on a business day	the next business day	✘	✘

¹⁾ CSOB is not responsible for the terms, method and quality of payment transaction processing by other providers.

Note: The above-mentioned terms/deadlines for the execution of a client's payment orders will apply if the client does not require any later due date of the payment order.

Terms for change/cancellation of an payment order waiting to be processed		
Type of the payment order	Delivery of the payment order to CSOB	
Standard	via selected electronic distribution channels	no later than 6 p.m. on a business day before the due date
Direct debit order	via selected electronic distribution channels	no later than 6 p.m. on a business day three days before the due date
Standard and priority	during the working hours of the branch	no later than one business day before the due date
Standing payment order	during the working hours of the branch	no later than the two business days before the due date (if it is put into a collecting box three business days before)
Direct debit order	during the working hours of the branch	no later than three business days before the due date

Type of the payment transaction	CSOB client's account crediting
Standard and priority	the same day when CSOB receives the funds in a CSOB account as well as the necessary details for providing the amount of the payment transaction to the beneficiary from another domestic provider

Note: CSOB will credit the beneficiary's/client's account denominated in a foreign currency with an amount in CZK after converting the CZK amount to the respective foreign currency in accordance with the CSOB exchange list effective at the moment of the execution of the payment transaction usually by a foreign exchange – cashless sales. If the amount in CZK exceeds the limit determined by CSOB the conversion operation will be executed according to the current rate in the inter-bank exchange market.

2. Terms and deadlines for execution of the non-documentary payments

2.1. Transfers denominated in EUR executed within EU/EEA member states incl. SEPA Credit Transfers

Type of the payment order	Delivery of the payment order to CSOB	Receipt of order (CSOB client's account debiting)	Other provider's account crediting
Written payment orders delivered to the branch			
Standard	during the working hours of the branch	the next business day	the next business day after the receipt of the order, i.e. after the CSOB client's account has been debited
Prompt	with the due date on the same day (only after a prior agreement with CSOB) till 5.00 p.m.	the same business day	
Payment orders delivered via electronic distribution channels			
Standard	till 3.30 p.m.	the same business day	the next business day after the receipt of the order, i.e. after the CSOB client's account has been debited
	after 3.30 p.m.	no later than next business day	
Prompt	after 3.30 p.m. with the due date on the same day (only after a prior agreement with CSOB) till 5.00 p.m.	the same business day	

Note: The above-mentioned terms and deadlines for the execution of a payment order of the client will apply unless the client requires a later due date of the payment order

2.2 Transfers denominated in EUR executed outside EU/EEA member states and transfers denominated in any currency excluding EUR

Type of the payment order	Delivery of the payment order to CSOB	Receipt of order (CSOB client's account debiting)	Other provider's account crediting
Written payment orders delivered to the branch			
Standard	during the working hours of the branch	the next business day	two business days after the receipt of the order, i.e. after the CSOB client's account has been debited
Prompt	with the due date on the same day (only after a prior agreement with CSOB) till 5 p.m.	the same business day	
Payment orders delivered via electronic distribution channels			
Standard	till 3.30 p.m.	the same business day	two business days after the receipt of the order, i.e. after the CSOB client's account has been debited
	after 3.30 p.m.	no later than next business day	
Prompt	after 3.30 p.m. with the due date on the same day (only after a prior agreement with CSOB) till 5 p.m.	the same business day	

Note: The above-mentioned terms and deadlines for the execution of a payment order of the client will apply unless the client requires a later due date of the payment order.

2.3. Transfers in foreign currencies within CSOB CR and transfers in CZK and in foreign currencies in CSOB SR

Type of the payment order	Delivery of the payment order to CSOB	Receipt of order (i.e. CSOB client's account debiting,)	CSOB client's account crediting
Written payment orders delivered to the branch			
Standard	during the working hours of the branch	the next business day	the next business day
Prompt	with the due date on the same day (only after a prior agreement with CSOB) till 5 p.m.	the same business day	the same business day

Payment orders delivered via electronic distribution channels			
Standard	till 3.30 p.m.	the same business day	the same business day
	after 3.30 p.m.	no later than next business day	no later than next business day
Prompt	after 3.30 p.m. with the due date on the same day (only after a prior agreement with CSOB) till 5 p.m.	the same business day	the same business day

CSOB is entitled to extend the term for the execution of a written payment order by one business day after the delivery of the payment order to CSOB.

Note: The above-mentioned terms and deadlines for the execution of a payment order of the client will apply unless the client requires a later due date of the payment order.

2.4. Transfers from abroad and in foreign currencies in the Czech Republic

Type of the payment transaction	Delivery of the order to CSOB from the payer's provider	CSOB client's account crediting
In foreign currencies within CSOB CR and in CZK or in foreign currencies from CSOB SR	till 3.30 p.m.	the same business day ²⁾
In currencies of EU/EEA member states	till 3.30 p.m.	the same business day ²⁾
In currencies outside EU/EEA member states	till 3.30 p.m.	no later than next business day ²⁾

²⁾ After CSOB receives the amount of the payment transaction in a CSOB account and the necessary details for the amount of the payment transaction to be provided to the beneficiary (i.e. statement of CSOB account held with correspondent bank and payment instruction from the intermediary provider).

3. Terms and deadlines for cash payments

Cash deposit and withdrawal payment transactions				
Type of the payment transaction	Delivery of the payment order to CSOB	CSOB client's account debiting	Account crediting	
			CSOB client's account	Beneficiary's provider account ³⁾
Cash deposit in a CSOB account made at the counter	during the working hours of the branch	✘	the same business day	✘
Cash deposit in a beneficiary's account kept by another provider in the CR made at the counter	during the working hours of the branch	✘	✘	the next business day after the delivery of the payment order to CSOB
Cash deposit in a CSOB client's account made via a deposit ATM	during the business day till 6.00 p.m.	✘	the same business day	✘
	during the business day after 6.00 p.m. and on non-business days	✘	the next business day	✘
Cash withdrawal from a CSOB client's account made at the counter	during the working hours of the branch	the same business day	✘	✘

3) CSOB is not responsible for the terms, method and quality of payment processing transactions by other beneficiary's providers.

VII. TERMS AND DEADLINES FOR SAVINGS ACCOUNTS TERMINATION NOTICES

Termination notice for savings accounts delivered through electronic distribution channels			
Type of termination notice	Delivery of the termination notice to ČSOB	Receipt of the termination notice	Crediting ČSOB client's account
1) standard	during the business day until 6.00 p.m.	The same business day	The next business day after the receipt of the termination notice
2) standard	during the business day after 6.00 p.m.	Next business day	The next business day after the receipt of the termination notice