

# THE TERMS AND CONDITIONS FOR PROVISION OF ČSOB ELECTRONIC BANKING – ČSOB BUSINESSBANKING 24 SERVICE



## Introduction

1. Československá obchodní banka, a.s., registered office Radlická 333/150, 150 57 Praha 5, ID No. 00001350, registered in the Commercial Registry of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter referred to as "ČSOB" issues Terms and Conditions for the Provision of ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service (hereinafter referred to as the "Terms and Conditions") pursuant to the provisions of Section 273 of Law No. 513/1991 Coll., Commercial Code and pursuant to the Act No. 284/2009 Coll., Payment system act (hereinafter referred to as the "PSA"). The Terms and Conditions extend the ČSOB General Business Terms and Conditions (hereinafter referred to as the "GBTC"); if they are different from the GBTC the provisions of the Terms and Conditions will be preferentially applied. Legal relationships between ČSOB and Clients in providing the ČSOB BusinessBanking 24 service (hereinafter referred to as the "Service") shall be governed by the law of the Czech Republic (hereinafter referred to as the "CR"); mutual communication shall be conducted in Czech unless it has been agreed upon otherwise.
2. The Client (Account Holder, Installation Holder, Authorized Person) is obliged to make himself acquainted with the Terms and Conditions and is obliged to adhere to them, furthermore he is obliged to make himself acquainted with the respective manuals and adhere to the procedures specified therein.

## Definitions and Terms

3. In terms of the Terms and Conditions the Client will be:
  - a) Account Holder – private person or legal entity who banks with ČSOB. The Account Holder shall conclude with ČSOB the Contract for Provision of ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service (hereinafter referred to as the "Contract") which shall stipulate the owner of the installation, private person(s) or legal entity(ies), to be authorized to use the Service and dispose of funds or securities deposited in the Account Holder's account(s) via authorized persons.
  - b) Owner of the Installation – private person or legal entity who shall conclude with ČSOB a Contract for the Use of ČSOB BusinessBanking 24 Service (hereinafter referred to as the "Contract for the Use of Service"), who shall specify the persons authorized to use the Service and dispose of funds or securities deposited in the Account Holder(s) account(s). The Contract for the Use of Service shall be concluded provided the Owner of the Installation is authorized to use the Service and dispose of funds or securities deposited in the accounts of at least a (one) Contract made between the Account Holder and ČSOB. The Owner of the Installation may be authorized to use the Service and dispose of funds or securities deposited in the accounts of several Account Holders.
  - c) Authorized Person – private individual who is listed by the Owner of the Installation in the Contract for the Use of Service as the person authorized to use the Service and dispose of funds or securities deposited in the Account Holder(s) account(s). The Authorized Person has concurrently access to all information about the account(s) subject to the Service. The Authorized Person may be listed in several Contracts for the Use of Service made between ČSOB and the Owner of the Installation and may be entitled to dispose of funds or securities deposited in the accounts of several Account Holders. The Authorized Person shall make with ČSOB the Agreement on the Activation of ČSOB Electronic Banking Services (hereinafter referred to as the "Agreement").
4. The Identification Number shall be an eight-digit code unambiguously identifying the respective Authorized Person who shall receive it upon the conclusion of the Agreement.
5. The Number of the Owner of the Installation is an eight-digit code (maximum of eight numerical signs) unambiguously identifying the respective Owner of the Installation who shall receive it upon the conclusion of the Contract for the Use of Service.
6. The Agreement shall be the Agreement on the Activation of ČSOB Electronic Banking Services made between ČSOB and the Authorized Person pursuant to the valid legal order of the Czech Republic parts of which shall be the Terms and Conditions, the GBTC and the Terms and Conditions for Account Maintenance and Payments.
7. The Contract shall be the Contract for Provision of ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service made between ČSOB and the Account Holder pursuant to the valid legal order of the Czech Republic parts of which shall be the Terms and Conditions, the GBTC and Terms and Conditions for Account Maintenance and Payments.
8. The Contract for the Use of Service shall be the Contract for the Use of ČSOB BusinessBanking 24 Service made between ČSOB and the Owner of the Installation pursuant to the valid legal order of the Czech Republic parts of which shall be the Terms and Conditions, the GBTC and Terms and Conditions for Account Maintenance and Payments.
9. The Service shall include security elements as follows:
  - a) PIN (for the chip card) – four- to eight-digit code enabling the Authorized Person to use the chip card. The PIN (for the chip card) shall be generated separately for each chip card and the Authorized Person will receive it along with the chip card. The PIN (for the chip card) may be modified by the Authorized Person any time.
  - b) PUK (for the chip card) – numerical combination granted to the Authorized Person for de-blockage of the PIN.
  - c) PIN (to the Identification Number) – a five-digit number generated automatically by the system, through which the Authorized Person shall be authenticated. The Authorized Person will receive it upon signature of the Agreement in an envelope. The Authorized Person may change the PIN any time.
10. Communication means to the Service shall be:
  - a) Chip card – plastic card with an electronic chip for safety keeping and generation of a private key and certificate to electronic signature. Parts of the chip card shall be a PIN envelope and information how to use the chip card.
  - b) Chip card reader – equipment for communication between PC and a chip card. See further information about the use of chip cards and chip card readers in the user's manual which is available at [www.csob.cz](http://www.csob.cz)
11. ČSOB affiliates will be as set out below:
  - persons controlled by ČSOB
  - persons controlling ČSOB and
  - person controlled by any person who controls ČSOBand the terms 'to control, controlling and controlled persons' shall have the meaning as stipulated in Section 66a of Law No. 513/1991 Coll., Commercial Code.

12. Convenient Data Box under these Terms and Conditions is a data box defined by the law accessible within the ČSOB BusinessBanking 24 service environment. The Data Box is an electronic depository for deliveries from public authorities, interacting with public authorities and deliveries of documents of private individuals, private individuals entrepreneurs and legal persons. Data Boxes are established and administered by the Ministry of the Interior (Section 2 of Law No. 300/2008 Coll. on Electronic Transactions and Authorized Conversion of Documents, as subsequently amended, hereinafter the "Act").

#### Characteristics of the Service

13. The Service enables Clients to communicate with ČSOB continuously (i.e. 7 days a week, 24 hours a day) and have access to selected products and services of ČSOB and its affiliates. Using the Service shall be identical to standard communications in writing.
14. The Service shall be provided in accordance with written contracts as set out below:
- Contract between ČSOB and the Account Holder in which the latter shall specify one or several Owners of the Installation
  - Contract for the Use of Service made between ČSOB and the Owner of the Installation in which the latter shall specify the Authorized Persons eligible for using the Service and disposing of funds or securities deposited in the Account Holder(s)´ account(s)
  - Agreement between ČSOB and the Authorized Person. The Agreement shall provide for the use of the Service(s) by the Authorized Person and delivery of output information to the Authorized Person.
- Providing the Service is conditioned by maintenance of a current account of the Account Holder
15. The Service shall be provided upon the request of the Account Holder, either a Czech or a foreign: private individual, private individual-entrepreneur and legal entity.
16. Having made the Contract, the Account Holder will be allowed to use the Service for communication with ČSOB and access to selected products and services of ČSOB and its affiliates via the Owner of the Installation, or Authorized Persons. Having made the Contract for the Use of Service the Owner of the Installation will be allowed to use the Service for communication with ČSOB and access to selected products and services provided by ČSOB and its affiliates via Authorized Persons according to actual offering. Products and services provided by ČSOB and/or its affiliates shall be governed by the respective business terms and conditions and contractual provisions between the Client and ČSOB and/or its affiliates unless these Terms and Conditions stipulate otherwise. Within the Service also the ČSOB Info 24 service (automatic delivery of information selected by the Authorized Person) is to be used. The fee shall be charged in accordance with the Price List.
17. The Service shall be offered in these variations:
- a) ČSOB BusinessBanking 24 with electronic signature – secured communication with ČSOB via the Internet (both on-line and off-line regime),
  - b) ČSOB BusinessBanking 24 passive – secured communication with ČSOB via the Internet, only information services (impossible to make active operations) (both on-line and off-line regime),
  - c) ČSOB BusinessBanking 24 Online with electronic signature – secured communication with ČSOB via the Internet (on-line regime)
  - d) ČSOB BusinessBanking 24 Online passive – secured communication with ČSOB via the Internet, only information services (impossible to make active operations) (on-line regime)
18. The Service shall be limited as follows (a limit is understood as being per payment transaction):
- a) The Main Limit, which shall be from CZK 0 to any amount. This limit shall be specified by the Account Holder while authorizing the Owner of the Installation to dispose of funds deposited in the Account. The Main Limit is stipulated in the Attachment to the Contract.
  - b) The Authorized Person's (pair of authorized persons) Limit shall be from CZK 0 to any amount but the authorized person's limit shall be lower than or equal to the main limit. The Owner of the Installation shall specify it for a particular Authorizing Person, or pair of Authorized Persons. The Authorized Person's Limit is stipulated in the Attachment to the Contract for the Use of Service.
19. The payment transaction – collection orders sent ČSOB via the Service shall not be subject to payment limits (see Paragraph 18).
20. Should the internet channel (on-line regime) be used the Client shall contact the official ČSOB website at the address: [www.csob.cz](http://www.csob.cz), or the direct internet channel, <https://bb24.csob.cz>.
21. The Service shall be provided in Czech, English and German. The Authorized Person shall specify the language with login to the client application.
22. The Client who has established a Data Box under the Act and has received access data to the Data Box will be able to use it, within the ČSOB BusinessBanking 24 service, as soon as the service will allow it after the Convenient Data Box is activated. The Convenient Data Box will be activated by the Client so that he connects the Convenient Data Box and the Data Box in the ČSOB BusinessBanking 24 service by entering his access data to a Data Box. After connecting the Convenient Data Box with the Data Box the Client will have access to data messages in his Convenient Data Box directly from the ČSOB BusinessBanking 24 service. After activation the Convenient Data Box can be shared by several authorized persons.
23. Data messages that the Client transfers from the connected Data Box are stored in the Convenient Data Box and the Client can access them throughout the period of using the ČSOB BusinessBanking 24 service, unless the Convenient Data Box is cancelled.
24. The Client can disconnect the Convenient Data Box from the Data Box through the CSOB BusinessBanking 24 service. ČSOB is entitled to disconnect the Client's Convenient Data Box from his Data Box if the Client does not use the Convenient Data Box for more than one year. In this case the Client can access all data messages transferred to this box. However, the Client cannot transfer new data messages to the Convenient Data Box from the Data Box. The Client can reactivate the Convenient Data Box.
25. If the ČSOB BusinessBanking 24 service ceases to be used the Convenient Data Box will be cancelled (and disconnected from the Data Box) on the same date; concurrently all data messages stored in the Convenient Data Box will be irretrievably deleted. If data messages from the Convenient Data Box need to be stored even after ČSOB BusinessBanking 24 service are terminated the Client must store them outside the ČSOB BusinessBanking 24 service himself."
26. When using the Convenient Data Box ČSOB recommends not using the Data Boxes information system web interface for handling data messages in the connected Data Box. If this interface is used the data messages in the Convenient Data Box may not be registered in full.

### Technical Requirements

27. ČSOB BusinessBanking 24 is a modern electronic banking service providing advantages in communication with ČSOB in real time (on-line regime) and possibility to work in the environment of the client application without having to make connection via Internet (off-line regime). The description of the Service, including technical requirements (HW and SW equipment) and the manner of use of the Service is subject to user manuals and instructions for the Service. Updated manuals and instructions are available at the address: [www.csob.cz](http://www.csob.cz). The Client is obliged to make himself acquainted with them.
28. The Client is obliged at his own risk and cost to install and maintain in a secure and effective environment a work station (the respective PC serving for the use of the Service) in accordance with the technical requirements for communication equipment (required configuration etc.) which may be required by ČSOB for the purposes of the Service to be used without difficulties. The technical requirements are specified in leaflets, user manuals and instructions for the Service.
29. The application including manuals to the Service is available at the address: [www.csob.cz](http://www.csob.cz). ČSOB will be entitled to change leaflets, manuals and instructions to the Service along with the development and modernization of the Service.
30. The Client undertakes to install efficient anti-virus protection on his technical equipment (PC) and execute regular anti-virus checks of the PC if it is used for the Service.
31. ČSOB will not be responsible for any non-functional application installed on the Client's PC caused by a third party (for example program of another producer, infection, hardware defects etc.) or force major.

### Identification and Authentication of the Authorized Person/Authorization of Instructions

32. The Authorized Person shall use the Service the specification of which is stipulated in the Agreement for all accounts, for which the Owner of the Installation stated him as authorized to use the Service and dispose of funds or securities deposited in accounts of the Account Holder(s).
33. The Authorized Person is:
  - a) in the on-line section of the Service identified by the Number of the Owner of Installation and:
    - Identification Number and authenticated via the PIN,
    - electronic signature (chip card) and authenticated via the PIN to the chip card (only for the variant with electronic signature),
  - b) in the off-line section of the Service – identified by the user's name and authenticated by the password.
34. Orders for the variant with electronic signature – in both sections of the Service – are authorized by electronic signature (chip card and the PIN to the chip card).
35. The Authorized Person:
  - a) is given three attempts while authentication via the PIN. Upon the third unsuccessful attempt the access of the Authorized Person to the Service (or to other services of ČSOB Electronic Banking for which authentication is made by the Identification Number and the PIN) will be blocked. As for de-blockage of the access the Authorized Person will have to come to the ČSOB branch in person.
  - b) is given three attempts while identification and authentication via the electronic signature. After a third incorrectly entered PIN to the chip card it will be blocked the chip card. As for de-blockage, it may be done via the PUK to the chip card. Upon the fifth incorrectly entered PUK the card shall be blocked and cannot be de blocked.

### Rights, Obligations and Responsibilities of the Client

36. The Authorized Person shall be entitled to use the products and services of ČSOB and/or its affiliates via the Service according to the actual offering.
37. The Authorized Person will use the Service or means of communication with the Service in accordance with the Terms and Conditions, in particular he shall adhere to all agreed upon principles in order to provide for the security of the Service and means of communication with the Service including personalised security elements (for example PIN or other codes).
38. The Authorized Person will be obliged to make continuous efforts to keep all personalised security elements confidential to prevent any other person from getting them (PIN or another code) and will not to reveal them to any other person. He shall not put the personalised security elements in an easily readable form particularly on the item for communication with the Service (for example writing the PIN on the chip card), or another item which he keeps or holds together with the means of communicating with the Service; which means that he is obliged to take all reasonable measures to protect his personalised security elements and communication means to the Service. The failure to fulfil these obligations shall be held to be a gross breach of the Contract and/or Contract for the Use of Service and/or Agreement.
39. If the Authorized Person learns that:
  - a) A third (unauthorized) person knows his personalised security elements,
  - b) Personalised security elements or means of communication with the Service have been lost or stolen (loss, theft or misuse of the chip card etc.),
  - c) An unauthorized payment transaction was made i.e. a payment transaction to which he had not given any instruction,
  - d) If there are any mistakes or discrepancies in the maintenance of the account to which the Service has been established,he is obliged to inform ČSOB about it (in person via the branch). The failure to fulfil these obligations shall be held to be a gross breach of the Contract and/or Contract for the Use of Service and/or Agreement. ČSOB after an agreement with the Authorized Person will block access to the Service and agree on further procedures (as for cases stipulated under Paragraph c) and d) provisions of Paragraphs 72 - 75 will also apply). It is impossible to block the Service by phone. However, if the Authorized Person also uses the ČSOB Linka 24 service he is entitled to block access to both services via a Client representative at the telephone number of the ČSOB Linka 24 service (which is given in the info material), who, after an agreement, will immediately block access to all established services and agree with him on further procedures.
40. The Authorized Person is obliged to provide ČSOB with maximum co-operation in taking measures to remove defects as may be proposed by ČSOB. Should the Authorized Person not accept the measures proposed, ČSOB will not be responsible for any damage the Client may incur for this reason.
41. The certificate on the chip card may be rendered invalid only by the Authorized Person via Internet pages [www.ica.cz](http://www.ica.cz). The password given in the certificate application can be used for this purpose. If the Authorized Person loses the chip card, he is obliged to come to the ČSOB branch in person and ask for the issuance of a new chip card, new PIN and PUK.
42. Should the Authorized Person forget his security elements as follows:
  - a) PIN (for the chip card), he shall be entitled to specify the new PIN by the PUK (for the chip card),
  - b) Both PIN and PUK (for the chip card), he shall be obliged to come to a ČSOB branch and ask for a new chip card, new PIN and PUK,
  - c) PIN (to the Identification Number), he shall be obliged to come to a ČSOB branch and ask for a new PIN.

43. The Client shall be fully responsible for any financial loss incurred due to the loss, theft or misuse of personalised security elements or means of communicating with the Service (for example loss of the chip card) until the announcement to ČSOB.
44. Upon the announcement to ČSOB by the Client in accordance with the duty stipulated in Paragraph 39, the Client will not be responsible for any damages incurred due to the loss, theft or misuse of his personalised security elements, or means of communicating with the Service any more except for his fraudulent transactions.
45. The Client will not be responsible for any financial loss in accordance with Paragraphs 43 and 44 if the means of communication with the Service are used without personalised security elements for identification and authentication to this means.
46. If, when using the services of mobile operators T-Mobile (TWIST Recharging)/ Telefónica O2 (O2 Recharging)/ Vodafone (Vodafone Card Recharge, payment of invoices), or when using services to a PaySec account (PaySec account charging, Merchant Account charging, direct payment in favour of the Merchant's Account) the Account holder has not sufficient funds in his/her account in the period between entering the request and the actual debiting of the account, ČSOB can charge the Client for using these services on the understanding that it is a contractually non agreed overdraft on the account with the consequences resulting from this. Detailed information about the services of mobile operators is available on the official Internet websites of individual companies.
47. The correspondence address specified by the Authorized Person in the Agreement will be exclusively used for communication with ČSOB in the field of establishment and operation of the Service (or other ČSOB Electronic Banking Services as the case may be). The contact data of the Authorized Person may be changed directly in the Service application or at a ČSOB branch.
48. The notification of the Account Holder about which standing orders and collection authorizations entered via the Service should not be executed after his death shall have to be delivered to any of the ČSOB branches exclusively in writing.

#### **Rights, Obligations and Responsibilities of ČSOB**

49. ČSOB shall give personalised security elements to the Service only to the Authorized Person. ČSOB shall provide Clients with necessary information so that they are able to report any loss, theft or unauthorized use of a mean of payment (mean for communication to the Service and personalised security elements).  
ČSOB shall provide the Client at his request with a document showing for a period of 18 months of the announcement that he has provided for announcement in accordance with Paragraph 39 b) of the Terms and Conditions.
50. Having been informed about events in accordance with Paragraph 39 ČSOB shall take all reasonable measures to stop using the Service even if the Authorized Person commits an act with gross negligence, or fraud.
51. ČSOB will be responsible for:
  - a) Any failure to make a payment transaction or incorrect execution of a payment transaction for which the Client has the right,
  - b) Unauthorized payment transactions i.e. payment transactions to which execution the Authorized Person has not given any instruction,
  - c) Mistakes or other discrepancies in the maintenance of the account to which the Service has been established which may be held to have been caused by ČSOB.
52. As for the cases stipulated in Paragraphs 51 a) to c) ČSOB shall refund the Client
  - a) By the amount of non-executed or incorrectly executed payment transaction, including interest thereon as the case may be,
  - b) And the remaining amount necessary for the return to the client's original condition.
 As regards corrective items see the Terms and Conditions for Account Maintenance and Payments.
53. Provisions of Paragraph 52 a) and b) shall not be applied if ČSOB proves that the client has not fulfilled his obligations as stipulated in the Terms and Conditions.
54. As for electronic communication via the Service ČSOB shall accept only such instructions of the Authorized Person which provide for complete data corresponding to the respective formats and authorized by the Authorized Person's electronic signature. ČSOB shall not be responsible for any damage caused by non-execution of incomplete or non-authorized instructions. ČSOB shall be entitled not to execute or to reject to execute any instruction also in other cases which make the execution of the instruction in accordance with the Terms and Conditions, GBTC and the Terms and Conditions for Account Maintenance and Payments or other contractual terms and conditions applicable to the provision of ČSOB services or products and services and products of its affiliates impossible. ČSOB shall not execute the payment transaction if amounts deposited in the Account Holder's accounts which should be debited are not sufficient or account(s) is blocked etc. The Client shall be informed about non-execution of a payment transaction in accordance with the respective terms and conditions for account maintenance.
55. ČSOB shall not be responsible for any damage due to incorrect or double instructions delivered to ČSOB via the Service.
56. ČSOB shall not be responsible for the non-execution of any payment transaction, or the impossibility of use, or non-availability of the Service due to reasons beyond ČSOB or its partners' control, both direct and indirect (power cut, Internet public network difficulties, strike etc.). ČSOB shall not be liable for any damages the Client may incur under the above-mentioned conditions (see the previous sentence).
57. Should ČSOB find that the Authorized Person fails to adhere to Terms and Conditions, it shall be entitled to terminate the Agreement even without having to inform the Authorized Person in prior.
58. Should ČSOB find that the Account Holder or the Owner of the Installation fails to adhere to Terms and Conditions, it shall be entitled to terminate the respective Contract/Contract for the Use of Service immediately even without having to inform the Account Holder or the Owner of the Installation in prior.
59. In return for the Service provided ČSOB shall be entitled to charge the Account Holder's account with fees in accordance with the applicable Price List as subsequently amended (i.e. to debit the account to be charged with fees as stipulated in the Attachment to the Contract) except for fees for the delivery of "Other Information" provided within the ČSOB Info 24 service and those for renewal of certificates (to the electronic signature) to the Service, which the account determined by the Authorized Person shall be debited with. All types of fees which the Account Holder will have to pay for the use of the Service and the ČSOB Info 24 service are given on the Price List, which is available at all ČSOB branches and Internet address [www.csob.cz](http://www.csob.cz).
60. ČSOB shall inform the Client about the exchange rate used to calculate FX operations.

#### **Safety and Security**

61. The Service is provided via public communication and data lines. ČSOB shall not be responsible for their security and therefore it cannot influence whether the Client incurs any damage due to any misuse of transmitted messages.

62. The Client agrees that SMS messages and those sent by e-mail are neither signed electronically, nor encoded. With the exception of encoded SMS messages (within the ČSOB Info 24 service), conditioned by the establishment of the ČSOB Mobil 24 service.
63. With regard to the specifics of the Service, ČSOB shall be entitled to document particular instructions and payment transactions in Account Holder's accounts made via the Service. Records of instructions transmitted via the Internet shall be archived at ČSOB in electronic form using secure methods pursuant to Law No. 21/1992 of the Collection on Banks as subsequently amended for a sufficient period of time in order to enable ČSOB to search previous operations and correct mistakes. The safe archiving shall be the responsibility of ČSOB.
64. The above-mentioned records shall be used to protect ČSOB justified interests as evidence in any proceedings in court or administrative bodies.

#### **Deadlines**

65. The instructions shall be executed in the standard manner in accordance with the GBTC, Terms and Conditions for Account Maintenance and Payments or the respective contractual provisions between the Client and ČSOB and/or its affiliates.
66. Deadlines for the delivery of payment orders specified by ČSOB are stipulated in the Terms and Conditions for Account Maintenance and Payments, which are available at all ČSOB branches and at the Internet address [www.csob.cz](http://www.csob.cz).
67. Payment transactions in accounts and instructions with respect to the securities account via the Service shall be made by ČSOB in accordance with the Authorized Person's instruction. Payment transactions in accounts and instructions with respect to the securities account shall be in compliance with
  - the Terms and Conditions,
  - GBTC
  - Terms and Conditions for Account Maintenance and Payments,
  - legal regulations
  - or the terms and conditions of selected products and services of ČSOB and/or its affiliates.The Terms and Conditions shall be governed by the valid laws of the Czech Republic
68. The Client is not entitled to revoke:
  - transfer (between accounts of a (the same) Account Holder,
  - payment transaction on the due date.Payment transactions with a future due date sent via the Service is to be:
  - a) revoked or changed via the Service no later than the date before the due date by the deadline specified in the Terms and Conditions for Account Maintenance and Payments.

The application to revoke i.e. cancel a payment transaction may be authorized by an (one) electronic signature of an authorized person (even if two electronic signatures were originally affixed).  
In order to change a payment transaction the Authorized Person shall specify the payment transaction to be changed and authorize it by his electronic signature thus cancelling the original payment transaction. Changes to payment transaction shall have to be signed in the agreed upon manner (authorization by one or two electronic signatures) to qualify for the acceptance by the Bank for processing.
  - b) revoked in the form of a written application for payment order cancellation which shall be delivered to any ČSOB branch no later than the date before the due date.
69. Files intended for the Client to be taken in the on-line section of the Service shall be available for the period specified by ČSOB (see Manual for the Service).
70. Should the Account Holder ask for extraordinary (duplicate) account statements he may contact the Electronic Banking Helpdesk CR - in writing (addresses are available at the Internet address: [www.csob.cz](http://www.csob.cz) or come to a ČSOB branch in person. With regard to the higher cost of the extraordinary copy of the account statement, ČSOB shall charge a fee in accordance with the Price List – "Other Manual Operations not Explicitly Specified" by debiting the respective account (stipulated in the Attachment to the Contract).
71. In extraordinary events, ČSOB shall be entitled to postpone the application of the respective foreign exchange rate until the standard exchange list is issued which will be valid for banking hours of the next working day.

#### **Account Statements, Claims**

72. The Account Holder will be informed of payment transactions and instructions carried out on the securities account by an account statement on paper, or in electronic form after agreement between ČSOB and the Account Holder. The Authorized Person will be informed via the account history for the period specified in the Service Manual. Electronic account statements are available within the Service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements. Payment transactions/instructions are charged separately with the particular data so that the Client can identify each payment transaction/instruction, the payee, debit items in the currency of the account (see detailed specification in the Service Manual). The Client is entitled to check the account balance and the history via the Service.
73. The Client is obliged to check the accounting continuity, correctness of the amounts deposited in the account and the execution of payment transactions and instructions immediately upon the receipt of the account statement. Should he find any discrepancy in items to be disclosed or the non-disclosure of feasible items, he is obliged to inform the ČSOB branch about any defects and claim the removal of any defects either in writing at the ČSOB branch, or by phone via the Electronic Banking Helpdesk CR (see the telephone number in Manuals to the Service or Internet address: [www.csob.cz](http://www.csob.cz)) by the deadline as stipulated in the ČSOB Claims Code.
74. Should the Client claim a disputable payment transaction or seek another remedy at ČSOB without any success he is entitled to contact the Financial Arbitrator.
75. In a dispute with the Client, ČSOB shall give evidence the procedure which enables it to verify that the payment order/payment transaction
  - a) has been placed,
  - b) has been correctly recorded and disclosed,
  - c) has not been effected by any technical breach or another defect.

#### **Final Provisions**

76. Both ČSOB and the Client are entitled to terminate the Contract and/or Contract for the Use of Service and/or Agreement without giving any reasons. If the Client terminates the Contract and/or Contract for the Use of Service and/or Agreement no notice period will apply and the contractual relationship will cease when the termination notice is delivered. If ČSOB terminates the Contract and/or Contract for the Use of Service and/or Agreement the notice period will be two months and commence on the first day of the calendar month after that in which the termination notice is delivered. ČSOB's right to proceed in accordance with Paragraph 57 a 58 will be not affected. If the last account agreement through which the Account

- Holder receives Service is terminated and the Account Holder does not have another account at ČSOB for which Service are provided the Contract will be terminated along with the account agreement.
77. With regard to potential changes to the respective legal regulations or its business policy, or due to any modernization of the Service, ČSOB is entitled to suggest changes in the Terms and Conditions. ČSOB shall make the Client acquainted with suggested changes in the Terms and Conditions no later than 2 months before the date when the changes should take effect. ČSOB shall make the new version of the Terms and Conditions available in operational premises of ČSOB branches and at the Internet address [www.csob.cz](http://www.csob.cz). Should the Client not refuse the suggested changes, it will apply that he has accepted them. Should the Client refuse the suggested changes he will be entitled to terminate the agreements or contracts affected by the suggested changes. The new version of the Terms and Conditions shall be binding for the contractual relationship between ČSOB and the Client as changes in the originally agreed upon Terms and Conditions with effects from the date as given in the respective updating of the Terms and Conditions.
78. These Terms and Conditions shall become effective on April 30, 2012 while the Terms and Conditions for the Provision of ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service of June 1, 2011 cease to be effective. The Terms and Conditions shall be a part of the Contract/Contract for the Use of Service/Agreement. The Client shall receive them no later than upon the conclusion of the Contract/Contract for the Use of Service/Agreement.

Československá obchodní banka, a. s.