

TERMS AND CONDITIONS FOR PROVISION OF ČSOB ELECTRONIC BANKING SERVICES FOR ACCOUNT HOLDERS WITHOUT AUTHORISED PERSONS



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 the Terms and Conditions for Provision of Electronic Banking Services for Account Holders without Authorised Persons (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 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 differ from the GBTC the provisions of the Terms and Conditions will have preference. The legal relationships between ČSOB and Account Holder when providing the ČSOB Electronic Banking Services (hereinafter referred to as the "ELB Services") will be governed by the law of the Czech Republic (hereinafter referred to as the "CR"); mutual communication will be in Czech unless agreed otherwise.
2. The Account Holder must acquaint himself with these Terms and Conditions in detail and adhere to them.

Definitions and Terms

3. The ELB Services enable the Account Holder 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 ELB Services shall be identical to standard communications in writing.
4. 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' will have the meaning as stipulated in Section 66a of Law No. 513/1991 Coll., Commercial Code.
5. For these Terms and Conditions the ELB Services will be:
 - a) ČSOB Linka 24,
 - b) ČSOB InternetBanking 24, consisting of the Internet applications and ČSOB SmartBanking applications,
 - c) ČSOB Mobile 24.
6. The identification number is an eight digit number unambiguously identifying the Account Holder.
7. The Contract will be a Contract concluded between ČSOB and the Account Holder stipulating the provision of ČSOB Electronic Banking Services which is governed by the valid laws of the CR and parts of which the Terms and Conditions, the GBTC and the Terms and Conditions for Account Maintenance and Payments will be integral parts.
8. The ELB Services will contain the following security elements:
 - a) Password - six to ten digit alpha numerical data by which the Account Holder will be authenticated. The Account Holder can change the Password any time.
 - b) PIN - afive digit number that is generated automatically by the system by which the Account Holder will be authenticated or will authenticate instructions. The Account Holder can change the PIN at any time.
 - c) BPUK/MPUK - banking PUK, a numerical combination (PUK) given to the Account Holder for initiating of the ČSOB menu in the SIM Toolkit application, change the BPIN/MPIN or unblock the ČSOB menu in the SIM Toolkit application (T-Mobile/ Telefónica O2/ Vodafone).
 - d) BPIN/MPIN - banking PIN, a four- to eight-digit number given to, or selected by the Account Holder to access the ČSOB menu in the SIM Toolkit application (T-Mobile/ Telefónica O2/ Vodafone). The Account Holder can modify the BPIN/MPIN using the BPUK/MPUK at any time.
 - e) SMS key (Authorisation code) - a nine digit alphanumeric data through which the Account Holder authenticates instructions, or through which he logs in to the Internet application of ČSOB InternetBanking 24 service. The SMS key is also used to activate the ČSOB SmartBanking application. The authorisation code will be generated separately for each instruction/log-in and sent to the Account Holder in a selected manner to a pre-defined mobile phone number.
9. The means of communication with the ELB Services will be in accordance with these Terms and Conditions as follows:
 - a) a Mobile facility - mobile phone with a bank SIM card of the GSM operator (T-Mobile Czech Republic a. s. - T-Mobile, Telefónica Czech Republic, a.s. - Telefónica O2 and Vodafone Czech Republic a. s. - Vodafone) and or other mobile facilities, e.g. smartphone, with Internet access.

- b) a telephone with pulse/tone option.
 - c) a PC - personal computer with recommended configuration as specified in the User Manual for the ČSOB InternetBanking 24 service or ELB Services information material.
10. An instruction will be an instruction of the Account Holder delivered to ČSOB via the ELB Services for a payment transaction (payment order), or the use of products and services provided by ČSOB and/or its affiliates according to the actual offers. The products and services provided by ČSOB and/or its affiliates will be governed by the respective business terms and conditions and the contractual provisions between the Account Holder and ČSOB and/or its affiliates unless these Terms and Conditions stipulate otherwise.
11. Payment transaction will be a money transfer within:
- a) Domestic payments from an account denominated in CZK and in CZK in the Czech Republic i.e. a payment order, priority payment, standing payment order, collection permit, collection order, transfer in CZK or a foreign currency (between accounts of the same Account Holder kept at ČSOB both in CZK and a foreign currency) and repaying of a credit card loan.
 - b) Non-documentary payments in a foreign currency and in CZK to a foreign country and in a foreign currency in the Czech Republic (i.e. within ČSOB) i.e. a foreign payment order and in a foreign currency in the Czech Republic.
12. Convenient Data Box under these Terms and Conditions is a data box defined by the law accessible within the ČSOB InternetBanking 24 service environment or its Internet application. 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").

ELB Services Characteristics

13. The ELB Services will be provided on the basis of the written Contract concluded between ČSOB and the Account Holder. The ELB Services will only be provided if the Account Holder maintains a current account.
14. The ELB Services will be provided at the request of the Account Holder, either Czech or foreign.
15. By concluding the Contract the Account Holder is given the option of using ELB services to communicate with ČSOB and access ČSOB's and affiliates' selected products and services. ČSOB automatically makes accounts (or selected ČSOB's and its affiliates' products and services), to which ČSOB will provide access, available to the Account Holder (private individual of legal age with full legal capacity), through ELB services after the Contract is concluded, or after its next update if the Contract is made before April 30, 2012 at the Account Holder's request or after the next update of the data in the Contract. If a minor account holder makes a Contract after he reaches legal age his accounts (or selected ČSOB's and its affiliates' products and services), to which ČSOB will provide access, will be made available to him through ELB services at the next update of the data in the Contract. No limit per transaction can be determinate in this case. If the Account Holder concludes several Contracts, the data specified in Part III of the Contract with the most recent date will apply.
16. The following services are to be used within the ELB Services:
- ČSOB Linka 24 - i.e. Automatic Service (automatic voice system of services), services provided by the Client Representative (phonecommunication with especially trained staff) SMS standard service (specially structured non-encoded SMS messages), ČSOB Info 24 (automatic delivery of information which the Account Holder may choose).
 - ČSOB Mobile 24 - communication with ČSOB via GSM mobile phone using SIM Toolkit technology provided by T-mobile, Telefónica O2 and Vodafone.
 - ČSOB InternetBanking 24 with an SMS key - the "Internet" and "ČSOB SmartBanking" applications - secured communication with ČSOB via the internet.
 - ČSOB InternetBanking 24 (passive) - secured communication with ČSOB via the internet only information services.
17. For error-free use of the ELB Services, ČSOB requires the Account Holder to have the following (HW and SW) equipment for a particular services:
- a) ČSOB Linka 24 - phone with pulse/tone option or mobile phone for sending/accepting SMS messages,
 - b) ČSOB Mobile 24 - mobile phone with banking SIM card (from T-Mobile Czech Republic a. s. - T-Mobile, Telefónica Czech Republic, a.s. - Telefónica O2 and Vodafone Czech Republic a. s. - Vodafone) with supporting SIM Toolkit,
 - c) ČSOB InternetBanking 24 (Internet application) - the HW and SW is specified in the User Manual for the ČSOB InternetBanking 24 service. The HW and SW for ČSOB SmartBanking is specified in the manual for this application.

A detailed description of the use of the ELB Services is subject to the manuals and instructions for the ELB Services. The valid manuals and instructions are available at www.csob.cz and on request at all ČSOB branches. The manual and instructions for the Internet application of the ČSOB InternetBanking 24 service are part of the application.

18. The Account Holder can ask for a daily/weekly limit to be set up, which is the total of all transactions delivered to ČSOB during a day/week via the service as follows:
 - a) ČSOB Linka 24 service - Client Representative not exceeding CZK 300,000 for a daily limit/ CZK 500,000 for a weekly limit.
 - b) ČSOB InternetBanking 24 service with authorization by SMS key and ČSOB SmartBanking application, max CZK 1,500,000 for a daily limit/ 3,000,000 for a weekly limit.Transactions delivered to ČSOB via the ČSOB Linka 24 service - Client Representative are not added to transactions delivered to ČSOB via the ČSOB InternetBanking 24 services with authorization by an SMS key and the ČSOB SmartBanking application. Transactions delivered to ČSOB via the ČSOB Mobile 24 are not included in the daily/weekly limit.
19. The Account Holder can ask for a limit for particular transactions delivered to ČSOB via the ČSOB Mobile 24 service to be set up, which will not exceed CZK 5,000,000. For security reasons ČSOB automatically sets this limit to CZK 300, 000 unless the Account Holder specifies otherwise.
20. If the account is held for a minor or a person unfit to perform legal acts, the account holder can set a limit for a particular transaction on the account(s) sent to ČSOB via all ELB Services. If the account holder is an adult, eligible for legal acts no limit for the account can be established.
21. Particular amounts of limits specified by the Account Holder are stipulated in the Contract.
22. Limits according to Paragraphs:
 - a) 18 to 20 do not apply to a Collection order
 - b) 18 and 19 do not apply to a Transfer (between accounts of the same Account Holder).
23. To use the Internet application of the ČSOB InternetBanking 24 service the Account Holder will contact the official ČSOB pages at www.csob.cz or the Internet application directly at <https://ib24.csob.cz>.
24. When the ČSOB InternetBanking 24 - Comfort Settlement service is used ČSOB will not be responsible for the contents of electronic documents (tax documents or other written documents related to the payment) issued and delivered by the service provider to the ČSOB InternetBanking 24 service. The Account Holder will make complaints about services/products, the fee charged etc. directly to the respective service provider. The list of service providers with whom ČSOB has concluded comfort settlement contract will be available on the ČSOB Internet www.csob.cz.
25. The ELB Services will be fully provided in Czech. In English, the following services will be provided:
 - ČSOB Mobil 24 - only for clients of the T-Mobile operator,
 - ČSOB InternetBanking 24 - only Internet application.
26. The Account Holder 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 Internet application of the ČSOB InternetBanking 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 Account Holder so that he connects the Convenient Data Box and the Data Box in the Internet application of the ČSOB InternetBanking 24 service by entering his access data to a Data Box. After connecting the Convenient Data Box with the Data Box the Account Holder will have access to data messages in his Convenient Data Box directly from the Internet application of the ČSOB InternetBanking 24 service.
27. Data messages that the Account Holder transfers from the connected Data Box are stored in the Convenient Data Box and the Account Holder can access them throughout the period of using the Internet application of the ČSOB InternetBanking 24 service, unless the Convenient Data Box is cancelled.
28. The Account Holder can disconnect the Convenient Data Box from the Data Box through the Internet application of the ČSOB InternetBanking 24 service. ČSOB is entitled to disconnect the Account Holder's Convenient Data Box from his Data Box if the Account Holder does not use the Convenient Data Box for more than one year. In this case the Account Holder can access all data messages transferred to this box. However, the Account Holder cannot transfer new data messages to the Convenient Data Box from the Data Box. The Account Holder can reactivate the Convenient Data Box.
29. If the Internet application of the ČSOB InternetBanking 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 InternetBanking 24 service is terminated the Account Holder must store them outside the Internet application of the ČSOB InternetBanking 24 service himself.
30. The Account Holder must, at his own risk and expense, install and maintain his work station (the PC used for the service) in a secure and powerful state according to the technical requirements for communication equipment (required configuration, etc.) that are required by the ČSOB for continuous use of the service.
31. 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.

Identification and Authentication of the Account Holder

32. The Account Holder will be identified for particular services as follows:
- a) ČSOB Linka 24 - Client Representative services - by the identification number and authenticated via selected signs from the PIN which the Account Holder will receive when signing the Contract in an envelope and selected signs from the password which the Account Holder will specify when signing the Contract. For Automatic services he is identified by the identification number and authenticated via the PIN or only by the identification number for the SMS Standard service.
 - b) ČSOB Mobil 24 by the mobile telephone number of the Account Holder, which is automatically connected to the SIM card number. The banking services will be available after the BPIN/MPIN is entered. ČSOB will not give a BPIN/MPIN or BPUK/MPUK for ČSOB Mobil 24 service banking application to the Account Holder if they are a standard part of the SIM card (on which the ČSOB Mobil 24 service is activated), which the Account Holder has received from T-Mobile Czech Republic, a. s./ Telefónica Czech Republic, a. s./ Vodafone Czech Republic a. s. If neither the BPIN nor BPUK are a standard part of the SIM card of T-Mobile the banking service will be available after the BPIN, (chosen by the Account Holder) is entered after entering the BPUK first using the banking application. The BPUK will be given to the Account Holder when signing Contract in an envelope.
 - c) ČSOB InternetBanking 24 - Internet application - by the identification number and authenticated by the PIN or PIN and SMS key or only the SMS key if it is sent by an encoded SMS message. For the ČSOB SmartBanking application the Account Holder is identified by the identification number and authenticated by the PIN and SMS key if this application is activated. For further logins he is identified by the identification number and authenticated by the PIN. Transactions delivered to ČSOB via the Internet application are authorized by the Account Holder using a single-use Authorization Code (the SMS key) that is generated by the system at the Account Holder's request (the message with the Authorization Code will be delivered to the SIM card chosen by the Account Holder when signing Contract). For the ČSOB SmartBanking application transactions are authorised by the PIN.

ČSOB is entitled to change the way of authenticating the Account Holder for particular ELB Services. ČSOB will inform the Account Holder about the new authentication method through the concerned ELB Service, or in writing no later than 2 months before the change comes into effect.

33. During authentication, the Account Holder will have several attempts depending on the selected service. After the Account Holder third unsuccessful authentication attempt for:
- a) ČSOB Linka 24 - Client Representative - or after a third incorrectly entered PIN or password as the case may be
 - b) ČSOB Linka 24 - Automatic services or after a third incorrectly entered PIN as the case may be
 - c) ČSOB InternetBanking 24 - Internet application and the ČSOB SmartBanking application, or after a third incorrectly entered PIN the Account Holder

access to all ELB Services will be blocked. The Account Holder must go to the ČSOB branch in person to renew access.

Blocking:

- the SMS key (Authorization Code) i.e. blocking transactions authorization by the SMS key, or authenticating access to the Internet application of the ČSOB InternetBanking 24 service, or activating the ČSOB SmartBanking application on a mobile facility, which will be blocked after the Account Holder fifth unsuccessful attempt to use it (other ELB Services will still be available). The Account Holder must go to the ČSOB branch in person to remove the block.
- the ČSOB Mobil 24 service will be blocked the Account Holder third unsuccessful authentication attempt via BPIN/MPIN (other ELB Services will still be available). The Account Holder will have to enter the BPUK/MPUK to remove the access block. After successfully entering the BPUK/MPUK the Account Holder is asked to enter a new BPIN/MPIN.

Rights, Obligations and Responsibilities of the Account Holder

34. The Account Holder must use the ELB Services only in accordance with the Contract, the Terms and Conditions and other ELB Services instructions and adhere to the procedures specified in them, in particular he must prevent any other person becoming acquainted with the personalised security elements used, must not disclose these personalised security elements to any other person and not to keep them in an easily readable form or have them or keep together with the means of communication with the ELB Services i. e. he must take all reasonable measures to protect his personalised security elements and communication means to the ELB Services. Failing to fulfil these obligations will be considered a gross breach of the Contract.
35. If the Account Holder:
- a) Forgets his personalised security elements, he must set new personalised security elements (if possible), or come to the ČSOB branch to set new personalised security elements or contact the respective operator (T-Mobile/Telefónica O2/Vodafone) with a request for new personalised security elements.
 - b) Discovers a loss, theft or misuse of personalised security elements or means of communication with the ELB

Services (for example the loss/theft of the SIM card or mobile phone or mobile facility with an activated ČSOB SmartBanking application, etc.) or finds that an unauthorised person knows his personalised security elements, he must set new personalised security elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the security elements through ELB services) inform ČSOB of this immediately, either in person at the ČSOB branch, or by phone to the Client Representative via the ČSOB Linka 24 telephone number given in information materials for ELB Services or by phone or email to the Electronic Banking CR Helpdesk. Failing to fulfil these obligations will be considered a gross breach of the Contract. The client representative after an agreement with the Account Holder will immediately block his access to the ELB Services and agree with him on further procedures. ČSOB will take all the appropriate measures to stop the further use of ELB Services even when the Account Holder is grossly negligent or carries out a fraudulent transaction. The Account Holder must provide ČSOB with the maximum co-operation in remedial measures. If the Account Holder does not accept the proposed measures ČSOB will not be liable for any potential damage the Account Holder may incur.

- c) Finds an unauthenticated payment transaction i.e. a payment transaction for which he has not given an order, errors or other discrepancies in the account maintenance for which the ELB Services are provided he must inform ČSOB at the branch in person, or by phone via the Client Representative at the ČSOB Linka 24 telephone number, which is available in the ELB Services information material.
36. The Account Holder is not obliged to confirm ČSOB of the announcement in writing.
37. The Account Holder will be fully responsible for any financial loss incurred due to the loss, theft or misuse of personalised security elements, or means of communication with the ELB Services (for example loss/theft of the SIM card or mobile phone, mobile facility with activated ČSOB SmartBanking application etc.) until ČSOB is informed.
38. Once the Account Holder informs ČSOB in accordance with Paragraph 35, he will not be responsible for any financial loss incurred from the loss, theft or misuse of his personalised security elements or means of communication with the ELB Services except for fraudulent transactions by the Account Holder.
39. The Account Holder will not be responsible for any financial loss in accordance with Paragraphs 37 and 38, if the means of communication with the ELB Services are used without using the authentication or identification personalised security elements. In this case the use of the means of communication is not sufficient to establish the Account Holder's responsibility.
40. The Account Holder must use the ELB Services, or means of communication with the ELB Services in accordance with the Terms and Conditions, in particular adhere to all the agreed principles for the security of the means of communication with the ELB Services, including personalised security elements.
41. The correctness of particular instructions delivered to ČSOB via a Client Representative of the ČSOB Linka 24 service is confirmed by the Account Holder by his approval at the end of a telephone call. The Account Holder's approval is considered an unambiguous and unquestionable acknowledgment of the correctness of the data sent by the Account Holder. To successfully place an instruction delivered to ČSOB via the Client Representative, the Account Holder must wait for the Client Representative to confirm (verify) the instruction. If the Client does not do so, the instruction will not be executed.
42. The Account Holder is not entitled to recall:
- A transfer (between accounts of the same Account Holder)
 - Any payment transaction on the due date.
- A payment transaction with a future due date delivered via the ELB Services can be cancelled
- a) by a transaction cancellation application delivered to the ČSOB branch,
- b) recalled or modified via selected ELB Services no later than the day before the due date at the latest by the deadline stipulated in the Terms and Conditions for Account Maintenance and Payments which are available in business premises of all ČSOB branches and at www.csob.cz.
43. 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 Account Holder 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.
44. The notification of the Account Holder about which standing orders and collection permits ordered via the ELB Services will be executed by ČSOB on his death must be delivered to ČSOB in writing via all ČSOB branches.
45. The Account Holder is entitled to use via the ELB Services products and services provided by ČSOB and/or its affiliates as he is invited to do via the actual offers.
46. Selected ELB Services can be activated and deactivated via
- a) the Client Representative for the ČSOB Linka 24 service,
- b) the Internet application of the ČSOB InternetBanking 24 service or

- c) directly in the application (e.g. ČSOB SmartBanking application). In addition, the ČSOB SmartBanking application can be deactivated at the Account Holder's request sent to ČSOB via the ČSOB Electronic Banking Helpdesk. In this case the application will be deactivated on all mobile facilities on which the Account Holder has activated the ČSOB SmartBanking application.
- 47. Output information will be delivered as required by the Account Holder to the addresses stated in the Contract which may be unilaterally changed by the Account Holder via selected ELB Services.
- 48. If ČSOB finds that the Account Holder's acts are contrary to the Contract and/or these Terms and Conditions it is entitled immediately to block the ELB Services used by the Account Holder.

Rights, Obligations and Responsibilities of ČSOB

- 49. ČSOB will give personalised security elements to the ELB Services only to the Account Holder. ČSOB will provide the Account Holder with necessary information so that they can report the loss, theft or unauthorised use of a means of payment (means of communication to the ELB Services and personalised security elements). ČSOB will provide the Account Holder at his request with a document showing for a period of 18 months from the announcement that he has made an announcement in accordance with Paragraph 35 b) of the Terms and Conditions.
- 50. ČSOB will be responsible for:
 - a) The non-execution of a payment transaction or the incorrect execution of a payment transaction for which the Account Holder is entitled,
 - b) Unauthenticated payment transactions i.e. payment transactions for which the Account Holder has given no instruction. However, ČSOB's responsibility will not apply if the Account Holder's action is contrary to the Contract and/or the provisions of the Terms and Conditions - Paragraphs 34 to 48,
 - c) Errors or other discrepancies in the account maintenance for which the ELB Services have been established caused by ČSOB.
- 51. In the cases stipulated in Paragraph 50 Letters a) to c) ČSOB will provide the Account Holder with the following:
 - a) The amount of the non-executed or incorrectly executed payment transaction including any interest on it,
 - b) The remaining amount needed for the original condition to be re-established.Remedial measures are specified in the Terms and Conditions for Account Maintenance and Payments.
- 52. The provisions of Paragraph 51 Letters a) and b) will not apply if ČSOB proves that the Account Holder has broken his obligations stipulated in the Contract and/or the Terms and Conditions.
- 53. Through electronic communication via the ELB Services ČSOB will only accept the instructions of the Account Holder which provide complete data corresponding to the obligatory formats and authorised according to the selected electronic service. ČSOB will not be responsible for any damage incurred because of the non-execution of incomplete and non-authorised instructions. ČSOB is also entitled not to execute or refuse to execute an instruction under other circumstances which make 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 related to providing ČSOB services or products and services or products of ČSOB affiliates impossible. ČSOB will not execute a payment order if the funds in the Account Holder's accounts to be debited are sufficient or blocked etc. The Account Holder will be informed of the non-execution of a payment transaction in accordance with the respective Terms and Conditions for Account Maintenance and Payments.
- 54. ČSOB will not be liable for any damage incurred because of incorrect or duplicate instructions delivered to ČSOB via the ELB Services.
- 55. ČSOB will be entitled to charge the Account Holder's account with fees in accordance with the valid Price List as subsequently amended for the provided ELB Services. All types of fees which the Account Holder will have to pay for using the ELB Services and the ČSOB Info 24 service are given in the Price List. The applicable version of the Price List is available in ČSOB branch premises and at www.csob.cz.
- 56. ČSOB will not be liable for the non-execution of a payment transaction, or the impossibility to use or access the ELB Services which is directly or indirectly due to reasons beyond the control of ČSOB or its partners (electrical failure, interruption of communication with ČSOB via the Internet public network or phone operator's network, strike etc.). ČSOB will not be liable for any damage the Account Holder may incur because of the impossibility of using the ELB Services according to the previous sentence.

Security

- 57. Information about:
 - a) The loss, theft or suspicion of misuse of security elements, and/or means of communication,
 - b) Finding an unauthorised payment transaction,
 - c) An Error other discrepancy in the maintenance of the account, for which ELB Services have been established,will be accepted by ČSOB through all its branches or by phone via the Client Representative at the telephone number of the ČSOB Linka 24, which is available in the ELB Services information material or at the telephone number or e-mail address of the Electronic Banking CR Helpdesk. ČSOB shall not give the Account Holder any evidence of the announcement of any above-mentioned event by phone.

58. ČSOB will take all appropriate measures to stop any further use of the ELB Services after receiving information in accordance with Paragraph 35 Letter b) and 57 Letter a) even if the Account Holder is grossly negligent or commits a fraud.
59. The ELB Services will be provided via public communication and data lines. ČSOB will not be responsible for their security and therefore cannot influence the fact that the Account Holder may incur damage due to any misuse of transmitted messages.
60. The Account Holder agrees that:
 - a) SMS messages and messages sent by electronic mail must not be electronically signed, or encoded. With the exception of encoded SMS messages after establishing the ČSOB Mobil 24 service,
 - b) all telephone calls made using the ČSOB Linka 24 service will be subject a sound recording
61. The Account Holder is aware that because of the specific nature of ELB Services particular requirements and individual payment transactions executed in his accounts via the Client Representative or SIM Toolkit messages, via instructions delivered via the Internet through a sound recording, copies of encoded and sent SMS messages or copies of requirements transmitted via the Internet can be documented. Sound recordings, SMS messages as well as records of requirements transmitted via the Internet will be safely electronically archived at ČSOB pursuant to Law No. 21/1992 of the Collection, on Banks as subsequently amended for the respective period so that payment transactions can be located and errors corrected. ČSOB will be responsible for safe archiving.
62. These records will be used to protect ČSOB's justified interests as evidence in any court or administrative bodies proceedings.

Time Limits

63. Account Holder's instructions will be accepted via the ELB Services 24 hours per day, 7 days per week.
64. Account Holder's instructions will be executed in accordance with the GBTC, Terms and Conditions for Account Maintenance and Payments or the respective contractual provisions between the Account Holder and ČSOB and/or ČSOB affiliates as the case may be.
65. Payment transactions in accounts via the ELB Services will be made by ČSOB in accordance with the Account Holder's instructions. Payment transactions to be made must comply with the following:
 - The Terms and Conditions,
 - GBTC,
 - The Terms and Conditions for Account Maintenance and Payments,
 - Legal regulations,
 - or in accordance with the terms and conditions for selected products of ČSOB and/or its affiliates.ČSOB will make transfers (between accounts of a Account Holder) only on the due date determined by the Account Holder if the disposable funds in the account are sufficient. If not sufficient funds are in the account on the due date, the transfer will not be made.
66. The terms and times for delivering 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.
67. Payment transactions of non-documentary payments will be executed in accordance with the GBTC and the Terms and Conditions for Account Maintenance and Payments; the fees for them will be charged according to the Price List.
68. Transfers between the Account Holder's accounts in foreign currencies whose counter value in CZK does not exceed the limit specified by ČSOB will be executed via the ELB Services at the rate according to the ČSOB exchange list valid when the Account Holder gives the instruction. ČSOB shows the respective exchange list at its homepage on the Internet and via the ELB Services with the date and time. Account Holder may be given an individual exchange rate for transfers between the accounts of Account Holder in foreign currency/payment transactions of non-documentary payments in a foreign currency delivered to ČSOB via a Client Representative of the ČSOB Linka 24 service by phone (special telephone line) if their equivalent in CZK exceeds the ČSOB limit of EUR 1,000. See the information about the terms and conditions for setting up an individual rate, the special telephone line and the deadline in the Rules for Setting Individual Rates via the Client Centre. An individual ČSOB rate is always agreed on for the respective transfer between accounts in a foreign currency/payment transactions of a non-documentary payment denominated in a foreign currency and is applicable after the explicit approval of the Account Holder.
ČSOB is entitled to change the individual rate during a phone conversation, or until it is finally approved.
69. In extraordinary cases ČSOB is entitled to postpone applying the respective exchange rate until the standard exchange list is issued, which is valid for the working hours of the subsequent working day.

Account Statements and Complaints

70. The Account Holder is entitled to ask for difficulties arising in connection with the ELB Services to be resolved at the ČSOB branch in writing, by phone or at the e-mail address of Electronic Banking Helpdesk CR (both the telephone number and e-mail-address are available at the Internet address: www.csob.cz).

71. The Account Holder is entitled to claim resolution arisen from payments via the ELB Services, which may be made at the ČSOB branch or by phone at the Client Representative at the telephone line of the ČSOB Linka 24 given in informational material within a period specified in the Information material as stipulated in the ČSOB Claims Code.
72. The Account Holder agrees that complaints by phone will be subject to sound recording, which will be subsequently used to handle the complaint.
73. The complaint will be handled within the general term stipulated in the ČSOB Claims Code.
74. The Account Holder will be informed of payment transactions and instructions carried out on the securities account by a paper account statement, or electronically after agreement between ČSOB and the Account Holder. The Account Holder will be informed via the account history for the period specified in the Services ELB Manuals. Electronic account statements are available in the Internet application of the ČSOB InternetBanking 24 service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements. Payment transactions/ instructions are disclosed separately along with the dates so that the client can identify the payment transaction/instruction, or beneficiary with whom the payment transaction/instruction is made as the case may be, and the amount debited in CZK or foreign currencies. Also the account balance can be verified via the ELB Services.
75. Immediately after receiving account statements the Account Holder must check the continuity of settlements, the correctness of the funds in the account and the correctness of payment transactions and dispositions made. If the Account Holder finds discrepancies in posting or un-posting feasible payment orders, he must notify ČSOB of the defects and ask to have them removed in accordance with Paragraphs 71 to 74.
76. If the Account Holder complains about a disputable payment transaction or seeks another remedy at ČSOB without success he is entitled to contact the respective court or the Financial Arbitrator.
77. In a dispute with the Account Holder, ČSOB will give evidence about 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 influenced by any technical breach or another defect.

Final Provisions

78. With regard to potential changes to the respective legal regulations or its business policy, or because of any modernization of the ELB Services, ČSOB is entitled to suggest changes in the Terms and Conditions. ČSOB will acquaint the Account Holder with the suggested changes in the Terms and Conditions no later than 2 months before the date when the changes should take effect. ČSOB will make a new version of the Terms and Conditions available in the operational premises of ČSOB branches and at the Internet address www.csob.cz. The Account Holder must acquaint himself with the new version of the Terms and Conditions. If the Account Holder does not refuse the suggested changes, it will be considered that he has accepted them. If the Account Holder refuses the suggested changes he will be entitled to terminate the Contract affected by these changes. The new version of the Terms and Conditions will be binding for the contractual relationship between ČSOB and the Account Holder as changes in the originally agreed Terms and Conditions from them becoming effective.
79. These Terms and Conditions will become effective on April 30, 2012 and the Terms and Conditions for the Provision of ČSOB Electronic Banking Services for Account Holders without Authorised Persons of January 1, 2012 cease to be effective.

Československá obchodní banka, a. s.