

# TERMS AND CONDITIONS FOR PROVISION OF ČSOB ELECTRONIC BANKING SERVICES



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 ČSOB Electronic Banking Services (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 Clients 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 Client – Account Holder/Authorized Person – must acquaint himself with these Terms and Conditions in detail and adhere to them.

## Definitions and Terms

3. The ELB Services enable 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 ELB Services will 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 application and ČSOB SmartBanking application
  - c) ČSOB Mobil 24.
6. For these Terms and Conditions the Client will be:
  - a) The Account Holder – private individual or legal entity with an account at ČSOB,
  - b) An Authorized Person – private individual – the Account Holder or private individual authorized by the Account Holder to dispose of funds or securities deposited in his accounts via the ELB Services; the authorized person will concurrently have access to all information about the account(s) subject to the respective ELB Services.
7. The identification number is an eight digit number unambiguously identifying the Client – Authorized Person.
8. The Agreement will be an Agreement on Activation of ČSOB Electronic Banking Services which ČSOB will conclude with the Client – Authorized Person – and which is governed by the valid laws of the CR and of which the Terms and Conditions, the GBTC and the Terms and Conditions for Account Maintenance and Payments will be integral parts.
9. The contract will be a contract concluded between ČSOB and the Client – the Account Holder – stipulating the provision of ČSOB Electronic Banking services which is governed by the valid laws of the CR and of which the Terms and Conditions, the GBTC and the Terms and Conditions for Account Maintenance and Payments will be integral parts.
10. The ELB Services will contain the following security elements:
  - a) Password – six-to-ten digit alphanumerical data by which the Client – Authorized Person – will be authenticated. The Client – Authorized Person can change the Password at any time.
  - b) PIN – a five digit number that is generated automatically by the system by which the Client – Authorized Person – will be authenticated or will authenticate instructions. The Client – Authorized Person can change the PIN at any time.
  - c) BPUK/MPUK – banking PUK, a numerical combination (PUK) given to the Client – Authorized Person – for initiating 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 Client – Authorized Person – to access the ČSOB menu in the SIM Toolkit application (T-Mobile/Telefónica O2/ Vodafone). The Client – Authorized Person – can modify the BPIN/ MPIN using the BPUK/ MPUK at any time.
  - e) The PIN (for the chip card) – a four-to-eight digit number enabling the Client – Authorized Person – to use the chip card. The PIN (for the chip card) is generated separately for each chip card and the Client – Authorized Person – can modify it.
  - f) The PUK (for the chip card) – a numerical combination given to the Client – Authorized Person – for de-blocking the PIN (for the chip card).
  - g) SMS key (Authorization code) – a nine digit alphanumeric data through which the Client – Authorized Person – will authenticate instructions, or through which he logs in to the Internet application of the ČSOB InternetBanking 24 service. The SMS key is also used to activate the ČSOB SmartBanking application. The authorization code will be generated separately for each instruction/log-in and sent to the Client – Authorized Person – in a selected manner to a pre-defined mobile phone number.
11. The means of communication with the ELB Services will be in accordance with these Terms and Conditions as follows:
  - a) a chip card – plastic card with an electronic chip for safekeeping and generating a private key and certificate for the electronic signature. The chip card includes an envelope for the PIN delivery and information on how to use the chip card.
  - b) a chip card reader – facility for communicating between the PC with the chip card. Detailed information about using the chip card reader is available in the User Manual for the ČSOB InternetBanking 24 service at the Internet address: [www.csob.cz](http://www.csob.cz).
  - c) 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.
  - d) a telephone with pulse/ tone option

- e) a PC – personal computer with the recommended configuration as specified in the User Manual for the ČSOB InternetBanking 24 service or ELB Services information material.
12. An instruction will be an instruction of the Client – Authorized Person – 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 Client and ČSOB and/or its affiliates unless these Terms and Conditions stipulate otherwise.
13. Payment transaction will be a money transfer within:
- 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 Client – Account Holder – kept at ČSOB both in CZK and a foreign currency) and repaying a credit card loan.
  - 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.
14. 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**

15. The ELB Services will be provided on the basis of the written Contract concluded between ČSOB and the Client – Account Holder. The ELB Services will only be provided if the Client – Account Holder maintains a current or deposit account.
16. The following Czech citizens or foreigners can ask for the ELB Services:
- A private individual,
  - A private individual – entrepreneur,
  - A legal entity.

After concluding the Contract, the Client – Account Holder – or Authorized persons specified by him will be allowed to use the ELB Services to communicate with ČSOB and access selected products and services provided by ČSOB and its affiliates. ČSOB establishes ELB Services for the Client – Authorized Person - on the basis of the Agreement.

17. ČSOB automatically makes accounts (or selected ČSOB's and its affiliates' products and services) to which ČSOB will provide access, available to the Client - Account Holder (or 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. No limit per transaction can be determined in this case. This provision does not apply to Clients – Account Holders – private individuals entrepreneurs.
18. The following services are to be used within the ELB Services:
- ČSOB Linka 24 – i.e. Automatic services (automatic service voice system), Client Representative services (phone communication with specially trained staff), SMS Standard service (specially structured, non-encoded SMS messages) and ČSOB Info 24 (automatic delivery of information which the Client – Authorized Person - may choose).
  - ČSOB Mobil 24 – communication with ČSOB via GSM mobile phone using SIM Toolkit technology provided by T-Mobile, Telefónica O2 and Vodafone operators
  - ČSOB InternetBanking 24 with an electronic signature - secured communication with ČSOB via the Internet
  - 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.
19. For error-free use of the ELB Services, ČSOB requires the Client – Authorized Person – to have the following (HW and SW) equipment for a particular service:
- ČSOB Linka 24 – phone with pulse/ tone option or mobile phone for sending/accepting SMS messages,
  - ČSOB Mobil 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,
  - 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](http://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.

20. The Client – Authorized Person – 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:
- ČSOB Linka 24 service – Client Representative not exceeding CZK 300,000 for a daily limit/ CZK 500,000 for a weekly limit.
  - 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 service with authorization by an SMS key and the ČSOB SmartBanking application. Transactions delivered to ČSOB via the ČSOB Mobil 24 and ČSOB InternetBanking 24 service with authorization by an electronic signature are not included in the daily/weekly limit.
21. The Client – Authorized Person – can ask for a limit for particular transactions delivered to ČSOB via the service to be set up as follows:
- ČSOB Mobil 24, not exceeding CZK 5,000,000. For security reasons ČSOB automatically sets this limit to CZK 300,000 unless the Client – Authorized Person – specifies otherwise.
  - ČSOB InternetBanking 24 with authorization by an electronic signature which enables the Client to set up an unlimited limit per transaction. For security reasons ČSOB automatically sets this limit to CZK 1,000,000 unless the Client – Authorized Person – specifies otherwise.

22. The Client – Account Holder – can set a limit for a particular Client – Authorized Person – who has been authorized to handle funds deposited in his accounts via the ELB Services, or for particular transactions in the account delivered to ČSOB by the Client – Authorized Person – regardless of the limits specified by the Client – Authorized Person.
23. Particular amounts of limits specified by the Client:
  - Authorized Person are stipulated in the Agreement,
  - Account Holder are stipulated in the Contract or in the Authorization to Dispose of Funds in Accounts/Securities in Asset Accounts.
24. Limits according to Paragraphs:
  - a) 20 to 22 do not apply to a Collection order
  - b) 20 and 21 do not apply to a Transfer (between accounts of the same Client – Account Holder).
25. To use the Internet application of the ČSOB InternetBanking 24 service the Client – Authorized Person will contact the official ČSOB pages at [www.csob.cz](http://www.csob.cz) or the Internet application directly at <https://ib24.csob.cz>.
26. 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 Client – 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 a comfort settlement contract will be available on the ČSOB Internet [www.csob.cz](http://www.csob.cz).
27. 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.
28. The Client - the Authorized Person - 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 Client – Authorized Person - 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 Client – Authorized Person – will have access to data messages in his Convenient Data Box directly from the Internet application of the ČSOB InternetBanking 24 service. After activation the Convenient Data Box can be shared by several authorized persons.
29. Data messages that the Client - Authorized Person - transfers from the connected Data Box are stored in the Convenient Data Box and the Client - Authorized Person – can access them throughout the period of using the Internet application of the ČSOB InternetBanking 24 service, unless the Convenient Data Box is cancelled.
30. The Client – Authorized Person - 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 Client's - Authorized Person's - Convenient Data Box from his Data Box if the Client - Authorized Person - does not use the Convenient Data Box for more than one year. In this case the Client - Authorized Person - can access all data messages transferred to this box. However, the Client – Authorized Person – cannot transfer new data messages to the Convenient Data Box from the Data Box. The Client - Authorized Person – can reactivate the Convenient Data Box.
31. 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 services are terminated the Client - Authorized Person - must store them outside the Internet application of the ČSOB InternetBanking 24 service himself.
32. The Client - Authorized Person – 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.
33. 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.

#### **Client Identification and Authentication – Authorized Person**

34. The Client – Authorized Person - will use the ELB Services stipulated in the Agreement.
35. The Client – Authorized Person – will be identified for particular service as follows:
  - a) ČSOB Linka 24 – Client Representative services - by the identification number and authenticated via selected signs from the PIN which the Client - Authorized Person - will receive when signing the Agreement in an envelope and selected signs from the password which the Client - Authorized Person - will specify when signing the Agreement. 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 Client - Authorized Person - which is automatically connected to the SIM card number. The banking service 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 Client - Authorized Person - if they are a standard part of the SIM card (on which the ČSOB Mobil 24 service is activated), which the Client - Authorized Person - 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 Client -Authorized Person) is entered, after entering the BPUK when first using the banking application. The BPUK will be given to the Client - Authorized Person - when signing the agreement 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 and/or the certificate issued by I.CA, which is on the chip card. The certificate, which is automatically generated, will be available when the PIN (for the chip card) is entered and the Client - Authorized Person - will receive it along with the chip card. The Client -Authorized Person - can change the PIN (for the chip card) at any time. For the ČSOB SmartBanking application the Client – Authorized Person – 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 via the PIN. Transactions delivered to ČSOB via the Internet application are authorized by the Client – Authorized Person - using a single-use Authorization Code, the SMS key that is generated by the system at the Client's - Authorized Person's - request (the message with the Authorization Code will be delivered to the SIM card chosen by the Client - Authorized Person - when signing the

Agreement) or by an electronic signature generated on the chip card. For the ČSOB SmartBanking application transactions are authorized by the PIN.

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

36. During authentication, the Client – Authorized Person – will have several attempts depending on the selected service. After the Client's – Authorized Person's - third unsuccessful authentication attempt for:
- ČSOB Linka 24 – Client Representative - or after a third incorrectly entered PIN or password as the case may be
  - ČSOB Linka 24 – Automatic services or after a third incorrectly entered PIN as the case may be
  - ČSOB InternetBanking 24 – Internet application and the ČSOB SmartBanking application, or after a third incorrectly entered PIN

the Client's – Authorized Person's – access to all ELB Services will be blocked.

The Client – Authorized Person – must go to the ČSOB branch in person to renew access.

Blocking:

- a) 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 Client's – Authorized Person's – fifth unsuccessful attempt to use it (other ELB Services will still be available). The Client – Authorized Person – must go to the ČSOB branch in person to remove the block.
- b) the ČSOB Mobil 24 service will be blocked after the Client's – Authorized Person's – third unsuccessful authentication attempt via BPIN/MPIN (other ELB Services will still be available). The Client – Authorized Person - will have to enter the BPUK/MPUK to remove the access block. After successfully entering the BPUK/MPUK the Client – Authorized Person - is asked to enter a new BPIN/MPIN.
- c) A chip card will be blocked after third unsuccessful entered chip card PIN (other ELB Services will still be available including the ČSOB InternetBanking 24 service – passive with the SMS key and also the ČSOB SmartBanking application). To remove the chip card access block the Client – Authorized Person – will use the chip card PUK. After successfully entering the PUK the Client – Authorized Person - will be asked to enter a new chip card PIN. After entering the chip card PIN incorrectly five times the card will be blocked and cannot be unblocked any more.

#### **Rights, Obligations and Responsibilities of the Client**

37. The Client – Authorized Person – must use the ELB Services only in accordance with the Contract and/or Agreement, 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 them together with the means of communication with the ELB Services (for example the PIN on the chip card) 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 and/or Agreement.
38. If the Client – Authorized Person:
- 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, chip card or mobile facility with an activated ČSOB SmartBanking application etc. or finds that an unauthorized 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 the information materials for ELB Services, or by phone or email to the Electronic Banking Helpdesk CR. Failing to fulfil these obligations will be considered a gross breach of the Contract/Agreement. The client representative after an agreement with the client will immediately block his access to the ELB Services and agree with him on further procedures. The certificate can be invalidated directly by the Client – Authorized Person – via the Internet pages [www.ica.cz](http://www.ica.cz), or after entered the number of the certificate and invalidation password as specified in the certificate application. ČSOB will take all the appropriate measures to stop the further use of ELB Services even when the Client – Authorized Person – is grossly negligent or carries out a fraudulent transaction. The Client – Authorized Person must provide ČSOB with the maximum co-operation in remedial measures. If the Client – Authorized Person – does not accept the proposed measures ČSOB will not be liable for any potential damage the Client 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.
39. The Client – Authorized Person – is not obliged to confirm ČSOB of the announcement in writing.
40. The Client 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, chip card, mobile facility with activated ČSOB SmartBanking application etc.) until ČSOB is informed.
41. Once the Client – Authorized Person (or a person authorized by him) – informs ČSOB in accordance with Paragraph 38, 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 Client – Authorized Person.
42. The Client – Authorized Person – will not be responsible for any financial loss in accordance with Paragraphs 40 and 41, 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 Client's – Authorized Person's – responsibility.
43. The Client – Authorized Person – 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.
44. The correctness of particular instructions delivered to ČSOB via a Client Representative of the ČSOB Linka 24 service is confirmed by the Client – Authorized Person – by his approval at the end of a telephone call. The Client's (authorized

person's) approval is considered an unambiguous and unquestionable acknowledgment of the correctness of the data sent by the Client – Authorized Person. To successfully place an instruction delivered to ČSOB via the Client Representative, the Client – Authorized Person – must wait for the Client Representative to confirm (verify) the instruction. If the Client does not do so, the instruction will not be executed.

45. The Client is not entitled to recall:
- A transfer (between accounts of the same Client – 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 either (a) by a transaction cancellation application delivered to the ČSOB branch or (b) recalled or modified via the ELB Services but 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](http://www.csob.cz).
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 Client - 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 notification of the Client – 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.
48. The Client – Authorized Person – 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.
49. 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 Client's – Authorization Person's – request sent to ČSOB via the Electronic Banking Helpdesk CR. In this case the application will be deactivated on all mobile facilities on which the Client – Authorized Person – has activated the ČSOB SmartBanking application.
50. Output information will be delivered as required by the Client - Authorized Person – to the addresses stated in the Agreement, which may be unilaterally changed by the Client - Authorized Person - via selected ELB Services.
51. If ČSOB finds that the Client's – Authorized Person's acts are contrary to the Contract and/or Agreement and/or these Terms and Conditions it is entitled immediately to block the ELB Services used by the Client – Authorized Person – and subsequently withdraw from the Agreement.

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

52. ČSOB will give the selected means of communication with the ELB Services i.e. chip card or chip card reader and other appropriate personalised security elements only to the Client – Authorized Person. ČSOB will provide clients with the necessary information so that they can report the loss, theft or unauthorized use of a means of payment (means of communication to the ELB Services and personalised security elements). ČSOB will provide the client 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 38 b) of the Terms and Conditions.
53. ČSOB will be responsible for:
- a) The non-execution of a payment transaction or the incorrect execution of a payment transaction for which the Client is entitled,
  - b) Unauthenticated payment transactions i.e. payment transactions for which the Client – Authorized Person – has given no instruction. However, ČSOB's responsibility will not apply if the Client's action is contrary to the Contract and/or Agreement and/or the provisions of the Terms and Conditions – Paragraphs 37 to 51.
  - c) Errors or other discrepancies in the account maintenance for which the ELB Services have been established caused by ČSOB.
54. In the cases stipulated in Paragraph 53 Letters a) to c) ČSOB will provide the Client 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.
55. The provisions of Paragraph 54 Letters a) and b) will not apply if ČSOB proves that the Client has broken his obligations stipulated in the Contract and/or Agreement and/or the Terms and Conditions.
56. Through electronic communication via the ELB Services ČSOB will only accept the instructions of the Client – Authorized Person which provide complete data corresponding to the obligatory formats and authorized according to the selected electronic service. ČSOB will not be responsible for any damage incurred because of the non-execution of incomplete and non-authorized 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 Client's – Account Holder's accounts to be debited are insufficient or blocked etc. The client will be informed of the non-execution of a payment transaction in accordance with the respective Terms and Conditions for Account Maintenance and Payments.
57. ČSOB will not be liable for any damage incurred because of incorrect or duplicate instructions delivered to ČSOB via the ELB Services.
58. ČSOB will be entitled to charge the Account Holder's account with fees in accordance with the Price List as subsequently amended for the provided ELB Services (i.e. to debit the account to be charged with fees as stipulated in the Contract) except for fees for delivering "Other Information" provided within the ČSOB Info 24 service and those for renewing certificates (for the electronic signature) to the ČSOB InternetBanking 24 service, which will be debited from the account determined by the Client – Authorized Person. 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, which is available at all ČSOB branches and the Internet address [www.csob.cz](http://www.csob.cz).
59. 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 Client may incur because of the impossibility of using the ELB Services according to the previous sentence.

### **Security**

60. Information about:
  - a) The loss, theft or suspicion of misuse of security elements, and/or means of communication,
  - b) Finding an unauthorized payment transaction,
  - c) An error or 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 Helpdesk CR.
61. ČSOB will take all appropriate measures to stop any further use of the ELB Services after receiving information in accordance with Paragraph 38 Letter b) and 60 Letter a) even if the Client – Authorized Person – is grossly negligent or commits a fraud.
62. 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 Client may incur damage due to any misuse of transmitted messages.
63. The Client 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 to sound recording.
64. The Client 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 by 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.
65. These records will be used to protect ČSOB's justified interests as evidence in any court or administrative bodies. proceedings

### **Time Limits**

66. Clients' – Authorized Persons' instructions will be accepted via the ELB Services 24 hours per day, 7 days per week.
67. Clients' instructions will be executed 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 ČSOB affiliates as the case may be.
68. Payment transactions in accounts via the ELB Services will be made by ČSOB in accordance with the Client's – Authorized Person'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 Client – Account Holder) only on the due date determined by the Client – Authorized Person – 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.
69. 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](http://www.csob.cz).
70. 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.
71. Transfers between the accounts of the same Client – Account Holder – 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 Client – Authorized Person gives the instruction. ČSOB shows the respective exchange list via the ELB Services. The Client – Authorized Person – may be given an individual exchange rate for transfers between the accounts of the same Client – 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 Client – Authorized Person. ČSOB is entitled to change the individual rate during a phone conversation, or until it is finally approved.
72. 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**

73. The Client 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](http://www.csob.cz)).
74. The Client 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.
75. The Client agrees that complaints by phone will be subject to sound recording, which will be subsequently used to handle the complaint.
76. The complaint will be handled within the general term stipulated in the ČSOB Claims Code.
77. The Client - 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 Client - Account Holder. The Client - Authorized Person 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.
78. Immediately after receiving account statements the Client 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 Client 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 74 to 77.
  79. If the Client 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.
  80. In a dispute with the Client, 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**

81. Both ČSOB and the Client are entitled to terminate the Contract and Agreement without giving any reasons. If the client terminates the Contract or the Agreement no notice period will apply and the contractual relationship will cease when the termination notice is delivered. If ČSOB terminates the Contract 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 51 will be not affected. If the last account agreement through which the Client receives ELB services is terminated and the Client does not have another account at ČSOB for which ELB services are provided the Contract will be terminated along with the account agreement.
82. 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 client 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](http://www.csob.cz). The Client must acquaint himself with the new version of the Terms and Conditions. If the Client does not refuse the suggested changes, it will be considered that he has accepted them. If the Client refuses the suggested changes he will be entitled to terminate the agreements or contracts affected by these changes. The new version of the Terms and Conditions will be binding for the contractual relationship between ČSOB and the Client as changes in the originally agreed Terms and Conditions from them becoming effective.
83. These Terms and Conditions will become effective on April 30, 2012 and the Terms and Conditions for Provision of ČSOB Electronic Banking Services of January 1, 2012 and the Terms and Conditions for Provision of ČSOB Linka 24 Service of April 1, 2003 cease to be effective.

Československá obchodní banka, a. s.