

THE TERMS AND CONDITIONS FOR PROVISION OF ELECTRONIC BANKING SERVICE - ČSOB MULTICASH 24



Československá obchodní banka, a.s., registered office Radlická 333/150, 150 57 Prague 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", hereby issues the Terms and Conditions for the Provision of Electronic Banking Services - ČSOB MultiCash 24 (hereinafter referred to as the "ČSOB MultiCash 24 Terms and Conditions") pursuant to the provisions of Section 273 of Law No. 513/1991 Coll., Commercial Code, and pursuant to the Law on Payments as subsequently amended (hereinafter referred to as the "LP").

The ČSOB MultiCash 24 Terms and Conditions are tied to the ČSOB General Business Terms and Conditions (hereinafter referred to as the "GBTC") and the Terms and Conditions for Account Maintenance and Payments. Unless it is explicitly stipulated otherwise in the ČSOB MultiCash 24 Terms and Conditions, or unless it results from the nature of services provided on the basis of an electronic exchange of data, that the GBTC and the Terms and Conditions for Account Maintenance and Payments are applied, the provisions of the GBTC and the Terms and Conditions for Account Maintenance and Payments and the ČSOB MultiCash 24 Terms and Conditions shall apply.

The legal relationships between ČSOB and the Client in the Provision of ČSOB Electronic Banking-ČSOB MultiCash 24 services 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.

The Client - Account Holder is obliged to make himself acquainted with the "ČSOB MultiCash 24 Terms and Conditions" and is obliged to adhere to them.

Specification of Terms

1. **Contract** shall be the Contract for the Provision of the ČSOB Electronic Banking Service - ČSOB MultiCash 24, which is made between ČSOB and the Client-Account Holder.
2. **Electronic signature** shall be the electronic data attached to the data message, or logically connected thereto, that enables the signatory's identification to be verified in relation to the data message.
3. **Guaranteed electronic signature** is an electronic signature which meets the following criteria:
 - Is unambiguously connected with the signatory,
 - Enables the respective person to identify the signatory in relation to the data message,
 - Was made and added to the data message via means which the signatory is able to keep under his exclusive control,
 - Is added to the data message to which it is related so that it is possible to identify any subsequent change in data,
4. The principle of the guaranteed electronic signature of ČSOB MultiCash 24 is based on the system of asymmetric encoding. **Asymmetric encoding** is a data protection method which is used for electronic signature of outgoing messages and for signing them electronically. The basis is concurrently generating a pair of keys – public and secret (i.e. private) whose characters are so that the text encoded by one of the keys is to be decoded only by the other key (of the pair). The pair of keys is generated by the same person who receives the messages encoded by the public key and who keeps the secret key.
5. **Public encryption key** serves for the verification of the sender of the message i.e. his electronic signature (decoding the message encoded by the Client's private key). The Client's public key is transmitted to the ČSOB MultiCash 24 system at ČSOB in communication. Its correctness has to be verified by required procedures (delivery of the Certificate of Registration).
6. **Private encryption key** serves for electronic signing Client's messages sent to ČSOB. The holder of the private encryption key is obliged to provide for its appropriate safekeeping.
7. **Order** – The client's order for the execution of a bank transaction in the form of message "Payment Order", "Collection Order" and "Transfer Request".
8. **Medium/electronic bearer** – diskette, token, CD, chip card, flash disk etc.

Electronic Data Exchange and Banking Services

9. Electronic data exchange via ČSOB MultiCash 24 enables the respective person to catch the content of the legally binding act and identify the person who has done the legally binding act.
10. ČSOB uses the form of electronic data exchange via ČSOB MultiCash 24 as a full replacement of the written form of legally binding acts executed in paper form toward its clients and other business partners.
11. The Client's instruction sent electronically and signed by electronic signature is deemed to be an original copy and shall not be doubly confirmed in any paper form.
12. Based on electronic data exchange ČSOB provides its Clients with these payment services:
 - cashless domestic payments in CZK according to a payment/transfer order,
 - cashless domestic payments in CZK according to a collection order,
 - cashless non-documentary payments according to an order to transfer funds abroad or in a foreign currency in the Czech Republic,
 - delivery of account statements,

- delivery of account balance(s),
 - delivery of advisory of domestic payments in CZK and non-documentary payments,
 - message MT101 – transfer request (remote access to accounts),
 - message MT940 – statement of account at another bank (remote access to accounts),
 - exchange list of ČSOB and the Czech National Bank (hereinafter referred to as the “CNB”).
13. Payment services on the basis of electronic data exchange via Multicash24 are provided by ČSOB to holders of current accounts pursuant to written contractual terms and conditions applicable to the account.
14. Within electronic communication via ČSOB Multicash24 ČSOB will accept only such client instructions as provide complete data corresponding to the respective formats and authorised by the electronic signature of the Client. ČSOB shall not be liable for any damages incurred due to non-execution of incomplete or non-authorised instructions.

Obligations and Responsibilities of ČSOB and Client

15. ČSOB provides the required payment services stipulated in Paragraph 12 hereof on the basis of electronic data exchange via ČSOB MultiCash 24 only upon the registration of the Client's public key at ČSOB, delivery of the Certificate of Registration to ČSOB for registration of the Account Holder's public key used for electronic data exchange with ČSOB and in the effective period. ČSOB will register the public key provided it receives an original copy of the Certificate of Registration signed by the statutory representative/Account Holder with a HASH value. All personalised security elements, secret encryption keys or codes are given by ČSOB only to the Client. ČSOB shall provide clients with the information required for them to be able to report any loss or theft of a medium/electronic bearer with electronic signature, or other personalised security elements in use). ČSOB shall provide the client at his request a document showing, for a period of 18 months after the announcement, that he effected the announcement in accordance with Paragraph 17 of these Terms and Conditions.
16. The Client is obliged to use ČSOB MultiCash 24 fully in accordance with the ČSOB MultiCash 24 Terms and Conditions, particularly he is obliged to ensure the protection of his private key and of the equipment on which the key is saved against misuse and theft and take care that no other person is allowed to make himself acquainted with the used personalised security elements and nor is he allowed to tell these personalised security elements to any other person (he shall not put his code/password in easily readable form especially on the electronic payment instrument itself or any other item which is kept with it). The Client is obliged to continuously monitor his holding of all personalised security elements and immediately upon discovery to inform ČSOB of the following facts: loss of the medium/electronic bearer with the electronic signature, or other personalised security elements in use, payment transactions for which he has not given an instruction, mistakes or other discrepancies in the account maintenance to which ČSOB MultiCash 24 has been established at any ČSOB branch or by phone to EB HelpDesk (hereinafter referred to as “EB HelpDesk”). The failure to fulfil these obligations shall be considered to constitute a gross breach of the Contract. Current contacts to EB HelpDesk are available at www.csob.cz. If the Client informs ČSOB by phone he is obliged to confirm his announcement in writing at any ČSOB branch no later than the first working day after the telephone call. The Client will be liable for any damages incurred until ČSOB is informed.
17. The Client will not be liable for any financial loss if the means of communication via ČSOB MultiCash 24 was executed when personalised security elements for identification and authentication thereto were used.
18. ČSOB will not be liable for damages incurred because of the double processing of Client data if the data was sent twice in differently identified files of exchange, and the impossibility to use ČSOB MultiCash 24 service which was, either directly or indirectly, beyond control of ČSOB or its partners (power failure, breakdown of communication with ČSOB via the Internet public network, a strike etc.).
19. ČSOB will be liable for the non-execution or incorrect execution of a payment transaction to which the Client delivered an executable order, furthermore for executed unauthenticated payment transactions, i.e., payment transactions to which the Client delivered no payment order and lost part of the amount caused by the failure of the service for reasons on the part of ČSOB. In the above-mentioned cases ČSOB will provide the Client with the amount of non-executed or incorrectly made payment transaction including interest and the remaining amount necessary for the return to the original condition. The Client's claim for damages will not be affected thereby.
20. As a substitute method of data delivery due to temporary breakdown of communication networks ČSOB accepts payment orders in paper form delivered to the ČSOB branch which keeps the Client's account or payment orders in the electronic version on a medium. This data shall have to be in the format as may be required by ČSOB i.e. entered into the respective application, signed by the respective electronic signature and exported on a transfer medium.
21. With regard to the nature of MultiCash 24 ČSOB is entitled to document particular financial operations made via this service. These records are archived in electronic form at ČSOB under security procedures. The security archiving is the responsibility of ČSOB.
22. The records can be used for the protection of ČSOB's justified interest as evidence in any proceedings at courts or administrative bodies.
23. ČSOB will inform the Client about operations made via the ČSOB MultiCash 24 service in writing.
24. ČSOB enables the Client to verify the last five operations made via ČSOB MultiCash 24 and the balance.

Complaints and Reporting Errors

25. If there is any error in the system or software of the Client, or the Client identifies a difference between messages sent by him or incoming message and the standard required condition he is obliged to inform ČSOB of these errors, especially the duplicate delivery of messages, via the ČSOB EB HelpDesk or his customer representative at the branch which keeps his account. If it is a software error he will inform Management Data Praha, spol. s r.o directly.
26. If the Client finds any discrepancies in the disclosure or non-disclosure of feasible payment orders, he is obliged to inform the ČSOB branch or EB HelpDesk immediately and ask for their removal.

27. In case of any dispute with the Client ČSOB shall provide evidence that the procedure that enables it to verify that the payment order/payment transaction:
- was recorded and disclosed correctly
 - was not affected by any technical breach or other defect
28. The manner of the delivery and deadlines for handling complaints are stipulated in the ČSOB Rules for Complaints.
29. Should the Client in accordance with the General Business Terms and Conditions and the ČSOB Rules for Complaints claim an incorrect operation or seek another remedy at ČSOB without any success he is entitled to contact the respective court, or the Financial Arbitrator. The motion for proceedings at the Financial Arbitrator shall be submitted at Washingtonova 25, Prague 1, 110 00.

Message: Payment/Transfer Order in Domestic Payments

30. According to the "Payment Order" ČSOB executes a transfer in CZK by debiting the Client's account denominated in CZK:
- in favour of the account of another ČSOB client denominated in CZK,
 - in favour of a client of another domestic bank kept in CZK via the CNB clearing centre,
 - the accounts of payer and beneficiary shall have to be able to communicate in domestic payments in the so-called ABO version.
31. Payment orders to transfer amounts in CZK within domestic payments sent electronically are valid provided they are as follows:
- they debit the account to which the service of electronic data exchange has been agreed on a contractual basis,
 - they are signed by the specified number of the Client's valid electronic signatures.
32. Payment orders to transfer amounts in CZK sent electronically within domestic payments will be executed by ČSOB provided they include the essentials as set out below:
- payer's bank contact, i.e., the unique payer's identifier,
 - beneficiary's bank contact, i.e., the unique beneficiary's identifier
 - amount in figures,
 - due date,
 - currency.
- The bank contact consists of the prefix (max. six digit numerical data), the account number (min. two digit and max. ten digit numerical data), and code of the bank (max. four digit numerical data).
The Client may further specify his payment order with a variable symbol (max. ten digit identification numerical data without dashes and slashes), specific symbol (supplementary identification data), constant symbol (if stipulated in a special legal regulation), and advisory for the beneficiary.
33. The input control of received data at ČSOB includes the following:
- The due date i.e. the date of debiting the respective account may be the date of the current day i.e. date of delivery of the message by the Client or a date of max. 30 calendar days later but always a working day. If the due date is earlier than the date of the current working day ČSOB will execute the transfer on the date of the current working day.
- The currency code for transfers in the Czech Republic is CZK. If another code is given ČSOB will not execute the payment order.
- The code of bank arises from the valid list of codes issued by the CNB. If another code is given ČSOB will not execute the payment order.
34. Receipt of message "Payment Order" will not be confirmed by ČSOB by a separate message.
35. Return of message "Payment Order" will be executed by ČSOB after the above-mentioned controls in the clearing centre have been made.
36. ČSOB is not liable for any damage caused by the non-execution of the payment order if it is not executed due to incompleteness or errors stipulated in Paragraphs 32-33 hereof.
37. The message "Payment Order" to be executed on the current day delivered by the Client on the current day is irreversible.
38. Settlement of the incoming payment order is made in accordance with the Terms and Conditions for Account Maintenance and Payments.
39. ČSOB will not be liable for damage incurred due to duplicate payment orders.
40. The message "Payment Order" with a future due date may be cancelled in the form of a payment order cancellation in writing at the ČSOB branch which keeps the Client's account delivered no later than the day before the future due date.
41. Priority payments, i.e. payment orders marked as urgent payments delivered to ČSOB in working days are processed in an extraordinary regime i.e. are delivered to the CNB clearing centre for processing the same day (if there are sufficient funds in the account). In the field "Purpose of Payment" of this payment order shall have to be "URGP" (URGP + space) at the beginning of the field. The priority payment may be credited by the bank to the beneficiary's account even on the same day. The fee for priority payment is charged in accordance with the valid ČSOB Price List. Deadlines for processing are subject to the Terms and Conditions for Account Maintenance and Payments.

Message: Collection Order in Domestic Payments

42. According to the "Collection Order" message ČSOB sends a request for collection in CZK:
- from a payer's ČSOB account denominated in CZK,

- from an account of the payer kept at another domestic bank denominated in CZK via the CNB clearing centre.
43. Collection orders within domestic payments sent electronically are valid provided:
- they credit the account to which the service of electronic data exchange has been agreed on a contractual basis,
 - they are signed by the specified number of the Client's valid electronic signatures,
44. Collection orders within domestic payments sent electronically will be executed by ČSOB provided they include the essentials as set out below:
- payer's bank contact, i.e., the unique payer's identifier,
 - beneficiary's bank contact, i.e., the unique beneficiary's identifier,
 - amount in figures,
 - due date,
 - currency

The bank contact consists of the prefix (max. six digit numerical data), the account number (min. two digit and max. ten digit numerical data), and code of the bank (max. four digit numerical data).

The Client may further specify his payment order with a variable symbol (max. ten digit identification numerical data without dashes and slashes), specific symbol (supplementary identification data), constant symbol (if stipulated in a special legal regulation), and advisory for the beneficiary.

45. As for the message "Collection Order" the terms and conditions stipulated in Paragraphs 42-44 will be analogically applied.
46. Receipt of the "Collection Order" message will not be confirmed by ČSOB by a separate message.
47. ČSOB will not be liable for the fact that the outgoing request for collection is not accepted and Client does not receive money, or does not receive it in time.

Message: Payment Order Abroad and in a foreign currency in the Czech Republic (Non-Documentary Payments)

48. According to the "Payment Order" message, ČSOB executes transfers in CZK or a foreign currency abroad or in a foreign currency in the Czech Republic.
49. Payment orders within non-documentary payments sent electronically are valid provided they are as follows:
- they debit the account to which the service of electronic data exchange has been agreed on a contractual basis,
 - they are signed by the specified number of the Client's valid electronic signatures.
50. Payment orders within non-documentary payments sent electronically will be executed by ČSOB provided they include the essentials as set out below:
- payer's account number,
 - payer's name and address,
 - beneficiary's account number at the beneficiary's bank,
 - beneficiary's name and address,
 - BIC (Swift address) or national bank code of the beneficiary's bank,
 - beneficiary's bank name and address,
 - amount of the transfer in figures,
 - currency of the transfer (ISO currency code in accordance with the ČSOB exchange list),
 - due date of the order,
 - code of fee payment,
 - purpose of fee payment,
 - name and telephone number of payer's contact person.

As regards transfers to EU and EEA member countries, the beneficiary's account number shall be mandatorily given in the IBAN format, the beneficiary's bank in the BIC format (Swift address), and the code of fee payment shall be SHA, meaning each party pays his own bank.

51. The input control of received data at ČSOB includes the following:

The due date i.e. the date of debiting the respective account may be the date of the current day, i.e., date of delivery of the message by the Client or a date of max. 30 calendar days later. If the due date is earlier than the date of the current working day ČSOB will execute the order on the date of the current working day.

ČSOB executes transfers abroad and in a foreign currency in the Czech Republic only in the currencies as given in the ČSOB exchange list. If another currency code is given, ČSOB will return the payment order back as non-executed.

The amount of transfer is given in two decimal places. As for the Japanese yen (JPY) the amount shall have to be given without decimal places, i.e. whole numbers. If the amount in this currency is given with decimal places ČSOB shall return the payment order back as non-executed.

52. Receipt of message "Payment Order within non-documentary payments" will not be confirmed by ČSOB by a separate message.
53. Return of message "Payment Order within non-documentary payments" will be executed by ČSOB after the above-mentioned controls have been made.
54. ČSOB is not liable for any damages caused by the non-execution of the payment order within non-documentary payments, if ČSOB returns it due to incompleteness or errors stipulated in Paragraphs 49-51 and 53.
55. Exchange rates in processing payment orders within non-documentary payments shall be subject to the valid General Business Terms and Conditions and the Terms and Conditions for Account Maintenance and Payments.

56. The execution of the delivered payment order within non-documentary payments is made in accordance with the GBTC and the Terms and Conditions for Account Maintenance and Payments.
57. ČSOB will not be liable for damage incurred due to duplicate payment orders.
58. The message "Payment Order" with a future due date may be cancelled in the form of a payment order cancellation in writing at the ČSOB branch which keeps the Client's account delivered no later than the day before the future due date.

Message: Account Statement

59. ČSOB prepares and sends account statements electronically for all types of accounts irrespective of the currency to which it prepares statements in writing if the electronic data exchange service has been agreed to these accounts on a contractual basis.
60. Messages "Account Statements" are executed at the end of the current day in a frequency as agreed upon between the Client and ČSOB.
61. Concurrently with the electronic form ČSOB continues to prepare account statements in paper form and distributes them in standard procedures or as agreed upon.

Message: Account Balance

62. ČSOB provides information about actual balances in all types of accounts irrespective of the currency if the electronic data exchange service has been agreed for these accounts on a contractual basis. The account balance is always generated in the morning on working days and after a transaction.

Message: ADVISORY

63. ČSOB provides information about transfers, ADVISORY in domestic payments in CZK and non-documentary payments, if the electronic data exchange service has been agreed to these accounts on a contractual basis. The ADVISORY to confirm that a transfer has been made is generated on working days after each transaction.

Final Provisions

64. The maximum number of payment orders in domestic payments in CZK in one file sent to ČSOB is 8,799 items while in non-documentary payments it is 9,899 items. The Client may send to ČSOB an unlimited number of files on a daily basis but only 99 at the same time.
65. In return for payment services on the basis of electronic data exchange via ČSOB MultiCash 24 ČSOB charges fees in accordance with the valid ČSOB Price List, which is available at all ČSOB branches.
66. Both contractual parties are entitled to terminate the Contract in the notice period stipulated in the Contract.
67. In accordance with changes in the respective legal standards, or ČSOB business policy, or due to any modernisation of the ČSOB Electronic Banking-ČSOB MultiCash 24 service, ČSOB is entitled to propose changes in the ČSOB MultiCash 24 Terms and Conditions, no later than 2 months before the date when the changes are to take effect. ČSOB shall make the new version of the ČSOB MultiCash 24 Terms and Conditions available in the operational premises of ČSOB branches and at the Internet address www.csob.cz. The Client shall be obliged to acquaint himself with the new version of the ČSOB MultiCash 24 Terms and Conditions. Should the Client not refuse the suggested changes, he will be deemed to have accepted them. Should the Client refuse the suggested changes, he will be entitled to terminate the agreements or contracts affected by the respective changes. .
68. The new version of the Terms and Conditions shall be binding on the contractual relationship between ČSOB and the Client as changes to the originally agreed upon terms and conditions, as of the date of effectiveness.
69. These Terms and Conditions for ČSOB Electronic Banking - ČSOB MultiCash 24 will become effective on 1 November 2009, while the Terms and Conditions for ČSOB Electronic Banking - ČSOB MultiCash 24 of 1 April 2009 will cease to have effect.

Československá obchodní banka, a. s.

LIST OF CODES OF ERRORS
which result in refusal/return of payment orders/collection orders in domestic payments and
payment/transfer orders in non-documentary payments

0	Transfer has not been made yet	18	Invalid date on user's PC
1	Transfer has been successfully made	19	Transfer has been cancelled by the user
2	User's number is not registered by the bank	20	Transfer has been cancelled by pushing ESC
3	Incorrect transaction number	21	File has been manipulated (control total)
4	User is blocked	22	Record of local file impossible
5	Transfer has been refused by the bank	23	Incorrectly entered communication password
6	User's number is used by the bank	25	User has not been initialled
7	Non-permitted type of envelope	27	Waiting for the key calculation – contact ČSOB HelpDesk
8	Initiation has not been done	28	One or several signatures are still missing
9	Internal error – see the Report of Error	29	Incorrect calculation of key – contact ČSOB HelpDesk
10	Payments file has been transferred	30	Public key has not been released
11	Transfer has been interrupted by the bank	31	Invalid electronic signature
12	Control total does not match check sum	32	There is no public key
13	No data is available	33	Signature specimen has been broken
14	You are not entitled to access this account	34	Insufficient number of signatures
15	There is no access for this type of envelope	35	You have no right of signature for this account
16	Error in logical control of message	36	Reserved (for internal or controlling purposes)
17	User is blocked after 3 unsuccessful attempts	37	Limit has been exceeded