

TERMS AND CONDITIONS FOR TERM DEPOSITS



Effective from 1 July 2023.

Československá obchodní banka, a. s., with its registered office at Radlická 333/150, 150 57 Prague 5; Organization ID No.: 00001350, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, File 46 (“ČSOB” or “Bank”), issues these Terms and Conditions for Term Deposits (“Conditions”) in accordance with the Civil Code. These Conditions are binding for products and services provided by Československá obchodní banka, a. s., including the products and services provided under its trademark of Poštovní spořitelna. ČSOB provides products and services within the scope of these Conditions via ČSOB branches and branches of Česká pošta, s.p. (together also as “Points of Sale”) or through other contractual entities, the Client Centre, the Website or Internet Banking. The scope of services provided at Points of Sale may vary; for more information visit the Website.

The wording of these Conditions have been written in Czech and English, both versions being deemed authentic. In the event of any conflict of interpretation between Czech and English translation of these Conditions, the original Czech version shall prevail.

I. OPENING AN ACCOUNT, ACCOUNT ADMINISTRATION, AND ACCOUNT CANCELLATION

General conditions and terms

1. ČSOB opens and manages a Term Deposit account for a fixed period, and Term Deposit with an individual interest rate (“Account”) on the basis of the concluded Term Deposit Contract and the Conditions. ČSOB opens and manages the Accounts in Czech crowns and in selected foreign currencies. ČSOB does not open multiple-holder accounts. There is no legal entitlement to conclusion of a contractual relationship with ČSOB. The legal relationship between ČSOB and the Client shall be governed by the laws of the Czech Republic.
2. Prior to concluding a contract, ČSOB verifies the identity and performs due diligence of the Client or a person representing them at least as required by the legal regulations. For Clients – legal entities, the previous clause also applies to the controlling entity and the actual owner of the Client and, if a member of the statutory body of the Client is a legal entity, then also to the controlling entity and the actual owner of that legal entity. If these persons refuse to submit a proof of their ID and due diligence as required by ČSOB, no contract may be concluded. ČSOB may require as a part of due diligence at any time during the contractual relationship that the identification data of the above mentioned persons be added to or, that a proof of ID or further information be produced by the Client, in particular in order to prove the origin of the funds deposited into, or directed to, their account, documents attesting to the Client’s creditworthiness and liabilities or credibility, and the Client must provide the required Information to ČSOB as part of their duty of cooperation. Likewise, ČSOB is entitled to request immediate documentation of the documents / information necessary to assess whether a particular transaction or transaction is in accordance with the KBC Group’s Embargo Policy available on the Website (ČSOB section, ČSOB Policies). ČSOB is entitled not to execute Client’s order or any transaction, or restrict the relevant service, if there is a reasonable doubt that the transaction is not consistent with the applicable regulations and procedures based on them, the Contract, or the Embargo KBC Group. If ČSOB exercises such a right, it does not bear any responsibility for any damages incurred (e.g. as a result of non-execution or later execution of a payment transaction). ČSOB can make copies of all documents submitted by the Client, in relation to the fulfilment of the duty to identify and verify the identity of a client, for the purpose of Act 253/2008 Coll., as amended, and process the obtained information to fulfil the purpose of this Act.
3. The Client is responsible for the timeliness, accuracy and completeness of all data communicated to ČSOB, and shall notify ČSOB without undue delay of any changes to such data and document the data by producing a valid proof of ID, or any other document that clearly proves the veracity of such data, except for any changes in their Correspondence Address, or address of their Residence, which the Client only communicates to ČSOB.
4. A Czech citizen shall typically produce their identity card as the proof of ID, a foreign national shall produce their passport and/or other document required by ČSOB. The Client shall also submit a business licence authorising them to pursue business, as required by ČSOB, and legal entities shall provide the documents proving their existence (or a deed of foundation for companies that have already been founded, but not yet incorporated), mode of action on behalf of the legal entity, controlling entity and actual owner; ČSOB may require that these documents shall be not older than 3 months. Clients who are natural persons must communicate a theft or loss of their proof of ID to ČSOB without delay.
5. The Account funds, including the interest, are insured according to Act No. 21/1992 Coll., on banks, as amended.
6. To open an account, ČSOB may set a minimum basic amount that needs to be deposited. The amount of the minimum deposit is set in the Conditions, or in the relevant Notification of Československá obchodní banka, a. s., concerning the determined interest rate conditions of deposits and loans in CZK – citizens/Notification of Československá obchodní banka, a. s., concerning the determined interest rate conditions of deposits and loans

in foreign currencies - citizens/ Notification of Československá obchodní banka, a. s., concerning the interest rate conditions of deposits and loans in CZK – for legal entities and individual entrepreneurs/Notification of Československá obchodní banka, a. s., concerning interest rate conditions of foreign currency deposits and loans – for legal entities and individual entrepreneurs (“Notification”). The Account Holder shall maintain their account balance at an amount that corresponds at least to the minimum deposit and is also sufficient to cover the fees charged for the services provided.

Disposing of the Account and Account funds

7. Disposing of the Account means any legal action leading to establishing, amending or expiry of the Account Contract, including granting / changing the authority to dispose of the Account funds, furthermore, for example, negotiations concerning the provision of information on the Account Holder's accounts, their balances, or movements and stocks of funds in these accounts.
8. The Client authorises their requirement regarding the disposing of the account in paper form or electronically by affixing their handwritten signature according to the current Specimen Signature and/or in another contractually agreed or ČSOB-determined manner of authorisation.
9. ČSOB may refuse to accept a letter of authority to dispose of the Account/to execute a one-off action related to disposing of the Account funds which authorises the agent to confer the authority onto another person, or a letter of authority that is older than 3 months.
10. Any person other than the Account Holder may only dispose of the Account on the basis of a legal authorisation or special letter of authority granted by the Account Holder, which explicitly defines the specific legal actions when disposing of the Account. If the special letter of authority presented does not comply with this provision, ČSOB may refuse to accept it.
11. When concluding an account agreement, only one legal representative represents the minor Account Holder. An Account belonging to a minor Account Holder may only be disposed of by a legal guardian who has signed the Contract on behalf of the minor Account Holder. Any independent legal action carried out by a minor Account Holder / Account Holder with limited legal capacity leading to the disposing of the account is excluded. This does not apply in the case the minor gains legal capacity before reaching legal age.
12. ČSOB shall block the Account funds on the basis of a decision of a court or other competent authority and execute a distraint or take other legal steps in accordance with legal regulations. If the account balance is higher than the amount determined in the relevant decision, ČSOB may transfer funds corresponding to the amount specified in the relevant decision to a special account where they will be blocked; the transfer shall not have any impact on the interest applied to the funds.
13. If a distraint or other legal proceedings regarding a claim arising in relation to the Account are conducted, the deposit or a part thereof equal to the claim that is subject to distraint or other legal proceedings shall become due on the day that a notice of legal effects of the relevant decision is delivered to ČSOB.
14. The Account Holder, or person authorised to dispose of the account funds, is entitled to dispose of the deposit on the Account after expiry of the agreed deposit length in the so-called disposal period in writing or using selected electronic services, provided that this means of communication is allowed by ČSOB. The disposal orders are paid according to the valid Pricelist on the last day of the disposal period, or when the total deposit is withdrawn.
15. The Account is not to be used for payment transactions. If written payment orders are submitted to be debited from the Account otherwise than through a client worker, ČSOB does not guarantee their proper settlement. If any payment is not made, ČSOB will not inform the Account Holder that the payment was not made. Any payment in Czech crowns from another domestic bank received by ČSOB 7 calendar days before the disposal period shall be credited to the Account on the deposit maturity date. Payment received by ČSOB sooner than 7 calendar days before the disposal period of the Account shall be sent back to the payer's account. Any payments to/from abroad and in foreign currency to/from the domestic country cannot be credited to or debited from the Account.
16. ČSOB is entitled to restrict cash payment transactions, their amounts and/or scope in selected ČSOB branches, or to completely exclude cash payment transactions.
17. During the duration of the deposit, the Account Holder or the disposer is entitled to request early availability with all or part of the deposit even outside the disposition period, provided that the minimum balance on the Account is observed. In this case, ČSOB is entitled to reduce the selected deposit or its part, including interest, in the amount corresponding to the actual duration of the deposit by a fee for non-compliance with the agreed duration of the deposit specified in the valid Tariff, or in the Term Deposit Contract, or to collect this fee directly from the amount prematurely paid. deposit or part thereof.
18. ČSOB is entitled not to make a transfer from / to a country listed in the list of risky and non-cooperating jurisdictions or a country in relation to which the current Embargo policy of the KBC Group available on the Website (ČSOB section, ČSOB Policies) restricts the execution of transfers.

Disposing parties

19. The Account Holder may authorise another person to dispose of the account funds ("Authorised Account User"). The authorisation may cover one or more of the following methods of disposing of the Account funds:
- Deposit disposal orders in hard copy format, with a Handwritten Signature affixed
 - Deposit disposal orders made via electronic banking services.
- Each authorisation granted as stated above shall be considered individually; the Account Holder shall grant or revoke the Authorised Account User's authorisation with regard to a specific manner of disposing of the Account funds. ČSOB may request that the authorisation be conferred using a specified form and may restrict the number of Authorised Account Users. The Authorised Account User must be over 18 years of age.
20. As regards the authorisation to dispose of the account funds by means of payment orders in hard copy or electronic format, with a Handwritten Signature affixed, any changes to or revocations of such authorisations are to be done by issuing new authorisations using the applicable form.
21. The authorisation can only be issued at a ČSOB branch and it takes effect on the day of its issuing. If the authorisation includes the preparation of a new Specimen Signature for the Authorised Account User, the Authorised Account User is only entitled to use the funds after the Specimen Signature comes into effect. If the revocation of an authorisation is delivered to ČSOB in another manner and accepted by ČSOB, it comes into effect on the 2nd working day following the delivery of the revocation to ČSOB.
22. If the Account Holder has a limited legal capacity or insolvency proceedings have been brought against them, the authorisation may only be changed at a ČSOB branch; the same applies if the change is required in connection with a change of the Account Holder (e.g., upon the sale of a business or a part thereof).
23. An Authorised Account User authorised to dispose of the account funds through deposit disposal orders with a Handwritten Signature affixed or via electronic banking services is also authorised to check the current account balance and movements and changes in account funds, among other means also by having access to account statements, and to collect any correspondence addressed to the Account Holder, unless the correspondence is intended strictly for the Account Holder, and may be authorised to use the Payment Account Information service.
24. Under exceptional circumstances, the Account Holder may authorise a third party to execute a one-off transaction to dispose of the Account funds. The transaction covered by the authorisation granted must be precisely defined in the letter of authority, and ČSOB may require that the letter of authority be submitted to the ČSOB branch or in the relevant ČSOB form at the Czech Post branch at which the transaction is to be executed up to 5 working days prior to the intended transaction date. If the special letter of authority presented does not comply with this provision, ČSOB may refuse to accept it.

Specimen signature

25. The Client shall use their specimen signature ("Specimen Signature") to authorise transactions to be executed against a deposit disposal order in hard copy or electronic format, with a handwritten signature affixed and to sign any legal acts aimed at the disposal of the Account in accordance with the requirements of ČSOB. The Client may use up to two Specimen Signatures, provided in a dedicated form. If two Specimen Signatures are used, the signature provided in the "Specimen Signature 1" field is used for signing disposal orders for accounts of which the Client is the holder, and the signature provided in the "Specimen Signature 2" field is used for signing disposal orders for accounts of which the Client is only an Authorised Account User.
26. The Specimen Signature must always be connected with the signing person and comply with the Bank requirements for safe use thereof. The Specimen Signature must contain the name and surname (or only the surname) of the Client and must not be executed in capital letters. ČSOB recommends that the Specimen Signature be different from that used in regular correspondence. ČSOB may refuse establishing a Specimen Signature if it is executed in a way which is inconsistent with the agreed conditions and ČSOB security requirements.
27. The Client may change/establish a Specimen Signature by creating a new Specimen Signature using the currently used form. A new Specimen Signature shall take effect:

Place of establishment	Method / time of establishment	Effect of the new Specimen Signature (Once established)	
		at a ČSOB branch office where it was established	on the same day
ČSOB branch	hard copy format	in other cases	on the following working day, from 16:00 at the latest
		biometrically, till 16:00	on the same day

	biometrically, after 16:00	on the following working day
Czech Post branch / before the courier	hard copy format	2nd working day, after 16:00 at the latest (if accepted by ČSOB and unless otherwise agreed)

The valid Specimen Signature is always the one that appears in the relevant form with the latest date of Client's signature; The Specimen Signatures provided on the forms under the Poštovní spořitelna trademark until 31 March 2015 and on the forms of ČSOB until 8 November 2010 remain valid until the Account Holder makes a change to the authorisation in the event that other persons also dispose of the account funds, or if the Account Holder is a minor or has limited legal capacity.

28. The Client shall use the Specimen Signature at ČSOB as a whole, i.e. both at ČSOB branches and at the branches of Czech Post which are contracted business points of ČSOB.
29. Clients with limited legal capacity may only change the Specimen Signature at ČSOB branches.
30. Written dispositions for term deposit accounts opened at the Czech Post until 30 June 2021 shall be signed by the Account Holder / persons representing the Account Holder, where the signature matches the one in the account request, only if no valid separate Specimen Signature is available.

Disposing of account funds belonging to a minor Account Holder / Account Holder with limited capacity

31. Where the Account Holder is a minor, the parent who signed the Account Contract on behalf of the minor is responsible for disposing of the account funds, or the person who is the Authorised Account User. Any other person than the parent (or another legal guardian or person authorised to dispose of the minor's assets) cannot be an Authorised Account User with regard to the minor's account. The parent may only dispose of the account funds belonging to a minor Account Holder for the benefit of the Account Holder. If the parent intends to dispose of the funds in other than ordinary transactions, they shall need consent of the court. ČSOB does not assess whether court consent to a particular legal action is necessary. The parent is fully responsible for ensuring that the exercise of the rights and obligations as pertains to the care of the minor's assets is in accordance with the applicable legal regulations and any court decisions. Should the right of the parent to handle and maintain the account of the minor Account Holder cease to exist, ČSOB is entitled to block funds in the account of the minor Account Holder. Once the Account Holder reaches the age of majority, the right of the Authorised Account User to dispose of the account funds shall automatically cease to apply.
32. If the Account Holder is represented by a guardian appointed by the court, the guardian is only authorised to dispose of the account funds in the interest of the Account Holder / Authorized Account User, in accordance with the applicable legal regulations and court decision, and is only responsible for the way the Account Holder disposes of the account funds as it pertains to them under the applicable legal regulations and court decision. ČSOB shall not assess whether the consent of a court or guardianship council is necessary for a particular legal action.

Death of the Account Holder

33. The Account Contract shall not expire with the death of the Account Holder, instead ČSOB shall continue to execute the instructions which were given by the Account Holder / Authorised Account User, except the ones which, as the Account Holder determined, should not be continued after their death; ČSOB shall terminate execution thereof on the day that follows the day when ČSOB was notified that the Account Holder died.
34. A letter of authority granted by the Account Holder to dispose of the Account funds shall not expire with Account Holder's death unless the contents thereof stipulate that it should be valid only during the Account Holder's life. However, a letter of authority granted before 31 December 2004 expires upon the death of the Account Holder, unless the Account Holder informs ČSOB that it should continue to be valid after the Account Holder's death.
35. In the event of Account Holder's death, ČSOB may change the type of account which is no longer part of the ČSOB current offer to another account type that is in the current offer and is by its nature the closest to that of the original product.
36. The Account Holder's heir must provide a proof to ČSOB evidencing the acquisition of the rights and obligations associated with the account by submitting documents of the legally acquired inheritance.

Offset and assignment

37. Without the prior written consent of ČSOB, the Account Holder may not assign or pledge their receivables from ČSOB under the Term Deposit Contract, nor transfer the rights under such a contract to another party, or assign the contract as such.

38. ČSOB may set off its receivables from the Account Holder, mature or not, resulting from the management of the account or other bank transactions. ČSOB may set off such receivables against the Account Holder's receivables from ČSOB, mature or not, to which the Account Holder has become entitled in connection with the management of any account or for any other reason. If a receivable of ČSOB that could be set off exceeds the current balances of Account Holder's accounts with ČSOB, ČSOB may block these accounts for the purpose of setting off the required amount (i.e. not allow a Cash Withdrawal, Outgoing Payment and Collection from Accounts) and use not only the current balance, but also any funds credited later.

Payment from an account that is subject to distraint

39. Where ČSOB is obliged under the applicable legal regulations to pay out funds to the Account Holder from the Account Holder's account that is subject to distraint, ČSOB shall only pay out these funds upon Account Holder's written request, including the amount of the funds requested by the Account Holder and number of the relevant account that is subject to distraint.

Account cancellation

40. Both ČSOB and the Account Holder may terminate the obligation arising under the Contract in writing at any time and without specifying reasons. The notice period commences on the day that follows delivery of the notice of termination to the other party, and ends on the closest maturity date of the deposit.
41. For Term Deposit for a fixed period, the obligation arising under the Contract expires and the contractual relationship terminates:
- upon expiry of a two-year period during which no deposit was made into the Account,
 - on the day that follows delivery of a notice of termination to the other party (if there is not any deposit in the Account), or on the closest maturity date of the deposit after delivery of a notice of termination to the other party,
42. For Term Deposit with an individual rate, the obligation arising under the Contract expires and the contractual relationship terminates:
- upon expiry of a ten-year period during which no deposit was made into the Account,
 - on the closest maturity date of the deposit after delivery of a notice of termination to the other party,
 - on the closest maturity date of the deposit after expiry of the Account Contract
43. The Account Holder may terminate the Contract in the cases specified by the law. If the Term Deposit Contract is concluded exclusively by means of distance communication or outside the usual business premises, the Account Holder - a natural person who is a consumer, has the right to withdraw from it within 14 days from the date of its conclusion. Withdrawal from the Contract must contain at least the identification of the Account Holder (name, surname, date of birth and address of permanent residence) and the number of the Account maintained on its basis, or the date specified in the notice of account opening, or also available for disposal of the account balance, must be made in paper form, signed by the Account Holder and handed over at the branch, or sent to the address Radlická 333/150, 150 57 Prague 5. Withdrawal from the Contract is effective if ČSOB is sent no later than the last day of the deadline. In the event of withdrawal, the Account Holder is obliged to pay ČSOB fees for services provided during the duration of the contractual relationship.
44. ČSOB is entitled to terminate the Account Contract and to cancel the Account if the continuation of obligations under the Contract or use of a product or service becomes unacceptable for ČSOB or illegal as a consequence of the existence of applicable legal regulations or an internal ČSOB or KBC Group policy.
45. In the event of termination, the obligation under the Contract and contractual relationship terminate on the date that a notice of termination is delivered to the other party.
46. On the effective date of the notice of termination or agreement, the obligation under the Account Contract terminates, and ČSOB shall cancel the Account after the settlement of mutual rights and obligations. In the event that an account that is subject to distraint proceedings or the account funds are secured as part of other legal proceedings, the account shall not be cancelled before the last proceedings are completed. ČSOB shall dispose of any positive balance on a cancelled account as per the Account Holder's written disposal order. ČSOB does not apply any interest to the positive balance on a cancelled account, and if the balance is not paid out, ČSOB shall register it till the limitation period for the right to its payment expires. Cash withdrawal of a positive account balance will always be made in CZK, provided that the exchange rate according to the ČSOB exchange rate list valid on the day of debiting funds from the account will be used for the exchange.
47. If the Account Holder does not grant ČSOB the option to dispose of a positive account balance at the latest on the date of termination of the contractual relationship, ČSOB is entitled to use any of the following authorisations:
- change the balance of a foreign currency account to CZK at the exchange rate according to the ČSOB exchange rate list valid on the day of account cancellation;

- pay the balance to the Account Holder by means of a cheque sent to his contact address.
- 48. If a situation arises where the currency of the cancelled account is not stated in the ČSOB exchange rate list, ČSOB is entitled to use the CNB exchange rate valid on the relevant day instead of the exchange rate according to points 46 and 47 instead of the exchange rate according to the ČSOB exchange rate list. If the Czech National Bank's exchange rate list cannot be followed either, ČSOB is entitled to exchange according to the Current Market Rate.
- 49. The Account Holder is obliged to settle all their obligations arising from the contractual relationship no later than on the date that the contractual relationship terminates.
- 50. ČSOB will not pay interest on the positive balance of the cancelled account and, if it is not paid out, will transfer it to its internal account and record it until the right to its payment expires.

II. INTEREST AND FEES

General interest rate conditions

1. The account funds bear interest at ČSOB interest rates, in accordance with the interest rate rules for the currency in question. The interest rates are set by ČSOB for individual currencies, periods and products. The current interest rates are set in the relevant Notification available on the Website, and in every ČSOB branch. Interest rates are affected by the prices of funds on the market, ČSOB's costs of its financing and its business policies. ČSOB is entitled to change its interest rates unilaterally and without prior notice. ČSOB is entitled to change its interest rates unilaterally, including negative rates. The Client must be notified about such changes with 2-month notice prior to the effective date, usually in the form of a notification on the account statement, in Internet Banking or via e-mail, and also on the Website. If the Client does not reject the change before the effective date, it will be considered accepted; otherwise, the Client is entitled to terminate the contact affected by the change with immediate effect.
2. Interest shall be applied to the funds from the date that the funds are credited to the Account to the date prior to the withdrawal or transfer thereof from the Account. Interest on the deposit balance on the Account is calculated daily, and is posted in the Account currency on the deposit maturity date, and for deposits longer than 12 months, also every current year from the date that the deposit is credited to the Account.
3. The interest on the Account balance may be paid out as follows:
 - a) credit to the Account as part of the interest-bearing principal (only if the deposit length is up to 12 months inclusive),
 - b) transfer to another account with ČSOB, managed in the Account currency,
 - c) in cash (or by cheque).
4. The interest yield on the deposit (the "interest") is subject to tax according to the Income Tax Act, as amended. A request for a tax relief under international treaties for the avoidance of double taxation may only be submitted at ČSOB branches.
5. Any yields (interest, bonuses, prizes, or other revenues) are subject to tax in the Czech Republic according to the relevant legislation, unless otherwise stipulated by international treaties by which the Czech Republic is bound.

Interest rate of the Term Deposit for a fixed period

6. The funds on the Term Deposit for a fixed period account shall bear interest, using the interest rate published, or a fixed interest rate specified in the Contract. The interest rate shall depend on the account currency, deposit amount, and deposit length. The interest rate is agreed for a period corresponding to the deposit length specified in the Contract. A fixed interest rate shall be used for the entire deposit length; if the deposit is automatically renewed, the valid interest rate on the date of deposit renewal shall be used for the next period, according to the Notification. The published interest rate may be changed by ČSOB depending on the development of the money market conditions. If the published interest rate is to change, the new rate shall be applied to the deposit on the deposit account from the date that this change becomes effective.
7. If the balance on the Term Deposit for a fixed period account changes during the disposal period, or outside the disposal period, ČSOB may change the amount of the interest rate to the valid rate at ČSOB on the date that the Account is opened, or on the date that the deposit is renewed for the new Account balance.
8. The current valid interest rates for the Term Deposit for a fixed period are published by ČSOB in the Notification.
9. The interest on the balance of the Term Deposit for a fixed period account may be paid by a cash withdrawal, only on the basis of a written Request. The interest that is not withdrawn shall not then bear interest.
10. Based on a request for cancellation of deposit renewals submitted by the Account Holder in the set form at Czech Post branches or a request submitted via selected Electronic Banking services, ČSOB will pay out the deposit and interest, as of the maturity date of the deposit, either by bank transfer to the designated account or in cash

by cheque. ČSOB will issue a cheque for the deposit and interest intended for payment to the Account Holder and send it to the Account Holder within ten days of the deposit maturity as regular mail. The cheque will be paid out to the Account Holder, once they have proven their identity, at any Czech Post branch in the period of its validity.

Interest rate of the Term Deposit with an individual interest rate

11. The funds on the Term Deposits with an individual interest rate account shall bear interest using a fixed individual interest rate, i.e. a rate that will not change during the deposit length. The amount of the interest rate for the first deposit is agreed individually in the Contract.
12. If the deposit is renewed, ČSOB may change the amount of the interest rate depending on the deposit amount, Account currency and deposit length.

Fees

13. ČSOB may charge and collect fees for the services provided as specified by the effective ČSOB Pricelist on the date that a fee is charged.
14. The fees are payable on the day that they are charged. The fees for the account management, sending an account statement and some domestic payment transactions shall always be charged on the last Saturday of the month, for the period from the last Saturday of the previous month to the day that they are charged inclusive. Other fees are charged in particular on the day that the related service is provided, or on the last day of the calendar month. If a fee is charged with currency conversion, the Czech National Bank's current foreign exchange rate as of the day that the fee is charged shall always be used. Unless otherwise agreed, the fees are always debited to the account in favour of which the service has been provided.
15. The fees for services provided during distraint or other legal proceedings shall be debited to the account after the effects of all decisions on the grounds of which ČSOB was obliged to block the account funds cease to exist.

III. SPECIAL ARRANGEMENTS FOR INDIVIDUAL TYPES OF TERM DEPOSITS

Term Deposit for a fixed period

1. Only one deposit may be deposited on the Account.
2. The period for depositing the deposit:
 - a) for deposits with a length of 1 month and more: 7 calendar days (including the date of conclusion of the contract/date of submission of the Request to ČSOB and 6 following calendar days)
 - b) for deposits with a length shorter than 1 month: only on the date of conclusion of the contract/submission of the Request to ČSOB.
3. The Account Holder may arrange automatic deposit renewals (hereinafter the "renewal"). Upon renewal, the deposit is renewed with effect as of the day following the expiry of the deposit term (hereinafter the "deposit maturity date") and at an interest rate currently valid at ČSOB for the given type of Term Deposit and term of the deposit according to the Notification.
4. The deposit disposal on the maturity date may be requested in a written Request using one of the following options:
 - c) transfer of the deposit into an account with ČSOB, denominated in the Account currency, or transfer into an account with a different monetary financial institution. If the transfer cannot be carried out for reasons caused by the Account Holder, ČSOB is entitled to proceed according to letter b) of this paragraph,
 - d) automatic renewal of the deposit for the same deposit length,
 - e) automatic renewal of the deposit for the same length and with the settlement of the balance on the payment account to the agreed amount, and if there are not sufficient available funds in the Account, the settlement shall not be carried out.
 - f) automatic renewal of the deposit for the same length and with increasing the Account deposit by an agreed amount by transfer from the payment account, and if there are not sufficient available funds in the payment account, the increase shall not be carried out.
 - g) automatic renewal of the deposit for the same length and with decreasing the Account deposit by an agreed amount by transfer into the payment account, and if there are not sufficient available funds in the Account, the decrease shall not be carried out.
5. The payment account means an account used to carry out payment transactions (formerly also referred to as the current account). In c) and d) of the previous paragraph, the payment account means the Account Holder's payment account with ČSOB, denominated in the Account currency. The payment account in letter e) of the previous paragraph may also be the payment account of a third party with ČSOB, denominated in the Account

- currency. If the Payment Account Contract is terminated, ČSOB shall change the requested disposal to the disposal referred to under letter b) of the previous paragraph. In a Request submitted through selected electronic services, only transfer into an account into which electronic transfer of the Account funds is allowed by ČSOB may be requested.
6. The deposit disposal on the deposit maturity date may also be requested in a written Request as transfer of the deposit into an account with a different monetary financial institution. If the transfer cannot be carried out for reasons caused by the Account Holder, ČSOB is entitled to carry out the automatic renewal of the deposit for the same deposit length.
 7. The disposal period means:
 - a) for deposits with a length of 1 month and more: 7 calendar days (including the deposit maturity date and 6 following calendar days),
 - b) for deposits with a shorter length than 1 month: only the deposit maturity date. If the deposit maturity date with automatic renewal is not a different day than a working day, ČSOB shall allow the Account Holder or Authorised Account User to dispose of the Account deposit on the next following working day.
 8. The deposit commencement date and the deposit maturity date shall always be working days. The term of the deposit in months is determined by the Account Holder when submitting an Account Request according to ČSOB's offer, and the deposit maturity date is determined according to the start of the deposit term. The deposit term begins on the date of making the deposit in cash; in the case of bank transfer for a Term Deposit set up at a Czech Post branch, on the date of crediting the deposit to a ČSOB account; and upon establishment at a ČSOB branch via selected electronic services, on the date of crediting the deposit to the Account. The deposit term ends on the deposit maturity date according to its length.
 9. During the disposal period the Account Holder or Authorised Account User is entitled to withdraw the full deposit or a part thereof (provided that the minimum Account balance as determined in the Pricelist).
 10. The Account Holder is authorized to withdraw the deposit in cash via a check voucher.
 11. The deposit may only be increased during the disposal period.
 12. Each ČSOB branch may determine a limit or individual rules for a cash withdrawal of the deposit, depending on the local conditions. A ČSOB branch may also determine a limit for an instant withdrawal of the deposit. The determined restrictions, individual rules and limits are published at the ČSOB branch. If the cash payment of high amounts via check vouchers is not agreed in advance with the Czech Post branch, the branch may not grant such a request for payment on that day due to lack of cash. It is therefore recommended to notify the request to the Czech Post branch at least two working days in advance.
 13. If there is not any deposit in the Account, a new deposit may be put into the Account at any time within two years from termination of the previous deposit. If the Account Holder or Authorised Account User requests that the deposit should be transferred into the Account from an account with ČSOB, they shall submit a completed Request Form with the number of the account at any ČSOB branch, or use selected electronic services (if the services allow it). If a deposit is put into the Account in a different way (for example a cash deposit), the Account Holder or Authorised Account User must complete the Request Form at any ČSOB branch before making the deposit.
 14. ČSOB is entitled not to credit the deposit to the Account if the deposit is not put into the Account within six calendar days of concluding the contract/submitting the Request to ČSOB, or for deposits up to 1 month, on the day that the contract is concluded/the Request is submitted to ČSOB. The deposit maturity date is derived from the actual date of crediting the funds to the Account.
 15. Any payment in CZK received by ČSOB from another domestic bank 7 calendar days before the disposal period shall be credited to the Account on the deposit maturity date. Payment received by ČSOB sooner than 7 calendar days before the disposal period of the Account will be sent back to the payer's account. Payments to/from abroad and in foreign currency to/from the domestic country cannot be made.
 16. If a written Request is submitted to ČSOB by 4 p.m., this date is the submission date. If a written request or written change request is submitted to ČSOB after 4 p.m., the date of submission is the next following working day, unless the Account Holder or Authorised Account User otherwise agree. If an electronic request is submitted to ČSOB by 6 p.m., this date is the submission date. If an electronic request or electronic change request is submitted to ČSOB after 6 p.m., the date of submission is the next following working day, unless the Account Holder or Authorised Account User otherwise agree.
 17. The Account Holder or Authorised Account User may ask ČSOB to change the parameters of the current deposit at a ČSOB branch at any time during the deposit length, or if e-banking is established, may selected electronic services (if allowed by these services). ČSOB shall change the deposit length and deposit disposal from the closest deposit maturity date. Only if a change to the deposit length is requested during the disposal period, the change shall be made immediately, and the new deposit maturity date shall be derived from the last maturity date. Any change to the interest disposal shall take effect no sooner than from the second day after a change request is submitted. The deposit parameters shall be set according to the last change request submitted. At Czech Post branches, the Account Holder may request a change to data and disposals as set out in the Account Request by filling in the Change Request form no later than ten working days before the deposit maturity date. If ČSOB

- accepts the request and the requested changes can be made, the changes shall become effective no later than the fifth working day after submitting the Change Request form. A fee according to the Pricelist shall be charged.
18. ČSOB will decide to conclude a Contract within 10 working days of receipt of the Account Request at a Czech Post branch. The Contract will be concluded by delivering the Account Notification specifying the Account number and the first deposit. If the Contract is not concluded, ČSOB will inform the Client thereof in writing.
 19. The deposit can be made at a Czech Post branch in cash based on the First Deposit document, which is part of the Account Request.
 20. Upon a bank transfer of the deposit established at a Czech Post branch, the Account Holder is obliged to ensure that the payer states, in the payment order, the information according to the disposals in the Account Request. Without that information, ČSOB will not post the cashless deposit (payment) and will return it to the payer's bank. Upon a bank transfer, the deposit must be credited to the Account no later than 5 working days from the submission of the Account Request at the Czech Post branch. This provision applies only until 30 June 2021.
 21. During the term of the deposit, the Account Holder may request early withdrawal of the entire deposit or a part thereof at any Czech Post branch or via selected electronic services. When submitting a request for early withdrawal at a Czech Post branch, the Account Holder is obliged to prove their identity by a valid identity card. The conditions of early withdrawal are provided in the Pricelist.
 22. ČSOB may reduce such a deposit withdrawn early by compensation for failure to comply with the agreed deposit term. The deposit and interest in an amount corresponding to the actual deposit term will be released within ten working days of submitting a request for early withdrawal at a Czech Post branch or in Electronic Banking. The amount of compensation for early withdrawal is given in the Pricelist. ČSOB is entitled to deduct the compensation for failure to comply with the agreed deposit term, i.e. collect the compensation directly from the amount of the deposit withdrawn early.
 23. All forms for term deposits are available at Czech Post branches. The use of copies of ČSOB forms is not allowed.
 24. The Account Holder may order ČSOB to restrict the use of the money on the account in the form of the Account blocking.
 25. The Account Holder may request the Account blocking using a pre-defined form at Points of Sale. The blocking request filed at a ČSOB branch becomes effective on the same date. The blocking request filed at a Czech Post branch becomes effective within 3 working days following the request submission.
 26. The Account Holder may recall (cancel) the blocking in writing. The request for cancellation filed at a ČSOB branch becomes effective on the same date. The request for cancellation filed at a Czech Post branch becomes effective within 3 working days following the request submission.
 27. ČSOB is entitled to charge fees for the blocking, in accordance with the Price List.

Term Deposit with an individual interest rate

28. ČSOB opens and manages the Term Deposit with an individual interest rate account only for the Account Holders who have a payment account with ČSOB, with a higher available balance than the minimum deposit on the Account, unless otherwise agreed between ČSOB and the Account Holder. These services are provided only by ČSOB branches.
29. ČSOB opens and manages the Account in Czech crowns and in selected foreign currencies with the deposit length from 1 day to 12 months, only at the ČSOB branch which manages the account.
30. The minimum deposit on the Term Deposit with an individual interest rate account is:
 - a) CZK 10,000,000 for a deposit in CZK,
 - b) USD 400,000 for a deposit in USD,
 - c) EUR 300,000 for a deposit in EUR,
 - d) CHF 500,000 for a deposit in CHF,
 - e) GBP 200,000 for a deposit in GBP.
31. On the date that the Contract is signed, ČSOB shall transfer the funds equal to the deposit into the Term Deposit with an individual interest rate account from the Account Holder's payment account, unless agreed otherwise. The Account is opened in the currency of the payment account. The payment account means an account used to carry out payment transactions (formerly also referred to as the current account).
32. The deposit commencement date and the deposit maturity date shall always be working days.
33. The disposal period means the deposit maturity date.
34. The deposit disposal on the deposit maturity date is agreed in the Contract as one of the following options:
 - a) automatic renewal of the deposit for the same deposit length, using the valid interest rate on the deposit maturity date

- b) automatic renewal of the deposit for the same deposit length and with settlement of the balance in the payment account to an agreed amount – the settlement is carried out on the maturity date, at the beginning of the working day,
 - c) automatic renewal of the deposit for the same deposit length and with settlement of the balance in the payment account to an agreed amount – the full deposit (except blockages) is transferred into the payment account at the beginning of the working day and everything exceeding the agreed amount is returned from the payment account into the Account at the end of the working day,
 - d) transfer of the deposit into the payment account with ČSOB denominated in the Account currency, and the deposit is renewed on the basis of the disposal order of the Account Holder or person authorised by the Account Holder to handle the Account funds. If the disposal order is submitted to ČSOB on the deposit maturity date after 2 p.m., ČSOB shall not accept this disposal order.
35. The Account Holder may change the deposit disposal on the deposit maturity date, agreed in the Contract, no later than one business day prior to the deposit maturity date, in writing, in hard copy format, or using selected electronic services (if the services allow it).
36. During the disposal period the Account Holder or Authorised Account User may request a deposit withdrawal in writing, in hard copy format or using selected electronic services (if the services allow it).
37. If the deposit is renewed, the Account Holder or Authorised Account User may request that the deposit length or amount be changed, in writing, no later than on the deposit maturity date.
38. If there is no deposit kept on the Account, a new deposit can be made to the Account at any time within ten years following the date of the termination of the previous deposit, based on the request placed by the Account Holder or an Authorised Account User approved by ČSOB.

IV. ACCOUNT STATEMENTS

1. Account statements are issued at intervals and in the manner as agreed in the Contract, at a maximum monthly frequency, which is considered the standard frequency for issuance of the Account statement at ČSOB. If no transactions occurred during this period, no account statement is produced.
2. It is possible to agree electronic issuance and sending of account statements in the Contract only if the Account Holder concluded, or is to conclude, a contract regarding the relevant electronic banking service with ČSOB, and the Account Holder/Authorised Account User whom electronic Account statements are to be sent has or is to have access to the relevant electronic banking service no later than on the commencement date of issuance and sending electronic account statements.
3. The method and frequency of account statement issuance may change upon Account Holder's request; but the maximum monthly interval cannot be extended. If allowed by ČSOB, it may be agreed that account statements shall be sent by e-mail to an e-mail address determined by the Account Holder.
4. If it is agreed that account statements are to be sent by email, the Account Holder shall secure all the equipment used for the access to their mailbox ("Devices") against unauthorised access by a third party, have the Devices under permanent control, use legal SW/operating system, have a functioning and up-to-date antivirus programme installed, use trusted and duly secured Devices only (i.e. refrain from using public computers connected to the Internet which do not guarantee an appropriate level of security), refrain from opening messages from unknown sources, etc.
5. Account statements sent by email may be encrypted. If that is the case, ČSOB shall instruct the Account Holder on the method of opening the emails.
6. Account statements are sent by email via public communication and data lines, and ČSOB is not responsible for their security. Therefore ČSOB is not liable to the Account Holder for any loss incurred as a result of any misuse of the information contained in the account statements transmitted. If an account statement is undeliverable, ČSOB may change the method of sending account statements by email to sending account statements in hard copy format to the Correspondence Address communicated to ČSOB by the Account Holder.
7. The Account Holder shall immediately check any account statement received for continuity of the settlement process, correctness of the balance of the account funds and correctness of the payment transactions executed. If the Account Holder identifies any irregularities, they shall communicate them to ČSOB without undue delay, and in any event within the time limit stipulated by the relevant legal regulations.
8. As for the minor Account Holder / Account holder with limited legal capacity, the account statements in hard copy format shall be sent to the Address specified by the legal representative / legal guardian.
9. If it is agreed that account statements are sent via Internet Banking, and the contractual relationship regarding the Account is terminated, the last account statement will be sent to the Account Holder via e-mail if the Account Holder provides ČSOB with an e-mail address or in a printed form to the Postal Address provided to ČSOB by the Account Holder.

10. If it is agreed that the account statements shall be sent via the electronic banking service and the contractual relationship regarding the electronic banking service is terminated, account statements will continue to be sent to the Account Holder in hard copy format to the Correspondence Address communicated to ČSOB by the Account Holder.

V. MUTUAL COMMUNICATION

General conditions and terms

1. Communication between ČSOB and the Client shall take place in the Czech language, unless otherwise agreed, namely:
- through personal visits to ČSOB branches
 - over the phone / by text messages
 - by correspondence (in hard copy format)
 - electronically (especially via the electronic banking service, or by email and via data box), if the agreed service allows this method of communication
 - via a phone call to the Client Center

The Client may communicate with ČSOB via a data box if the Bank is able to verify the Client's identity and if all requirements for the legal action in question are fulfilled.

- ČSOB may use all Client's contact data for communication with the Client (addresses, email addresses, phone numbers) communicated to ČSOB by the Client at the time when establishing the contractual relationship and in the course thereof.
- Documents addressed to the Client may be collected at ČSOB by the Client (Account Holder or Authorised Account User), or other duly authorised persons.
- Documents addressed to ČSOB shall be deemed delivered once they are delivered to any of its branches.

Delivery of notices via a postal service provider

- ČSOB may send documents to be delivered by a postal service provider to the Client:
 - to the Correspondence Address communicated by the Client;
 - to the permanent residential address, unless the Client communicates a Correspondence Address; ČSOB may send the document to the residential address whenever it deems fit with regard to the circumstances; the permanent residential address must not be the address of a P. O. BOX
 - to any other address agreed; the agreed address must not be the address of a ČSOB branch;
 - to the Residential Address, if communicated by the Client to ČSOB.
- The Account Holder – a natural person who is of age and is a consumer, may request that the Correspondence Address be changed in all contracts concluded with ČSOB and in selected contracts concluded via ČSOB with a person in the ČSOB Group, in the relevant form at a ČSOB branch or a branch of Česká pošta and through the Client Centre or E-Banking. If the request is accepted by ČSOB, the Correspondence Address shall be changed at ČSOB within 5 working days from submission of the request. Any change in the Correspondence Address of a selected entity of the ČSOB Group shall be made in accordance with the conditions of the relevant company.
- Documents concerning the conclusion, change and termination of the contractual relationship or a breach of a contractual obligation, addressed to a minor Client or to a Client with limited legal capacity, shall be sent (or handed over) by ČSOB to the legal representative or guardian or even to a minor or to a Client of limited legal capacity.
- The Client shall arrange for the receipt of notices at the above addresses; any breach of this obligation shall be considered a wilful frustration of delivery. If a notice is sent to an agreed address by registered post or with a delivery note and is returned to ČSOB as undeliverable (irrespective of the reason), the effects of delivery shall occur on the day of return thereof to ČSOB. Other notices sent to the agreed address are deemed delivered to the Client on the 3rd working day following the date of sending in the Czech Republic, and on the 15th working day following the date of sending abroad. If a document sent to the Client is returned as undeliverable, ČSOB may suspend sending any correspondence relating to the account.

Translations and legalisations

9. If documents are submitted in other language than Czech, ČSOB may require that the Client ensure a certified translation into Czech, at their own expense. ČSOB shall not be liable for any delay in the execution of a service or order which arose, because a document had to be translated.
10. If the Client submits a foreign public document or private document certified by a foreign authority, ČSOB may require that the document be subject to a higher form of legalisation (super-legalisation) or provided with an apostille.
11. ČSOB may require an official authentication of the signature on all written legal acts that are not taken in the presence of a ČSOB employee, using a specified form.
12. ČSOB shall have a reasonable period of time, generally 10 working days, to review any documents submitted under unusual circumstances (e.g. foreign public documents, letters of authorisation, documents relating to death of the Account Holder, trust succession, trust funds, etc.). In the event of more complex situations, ČSOB may extend the above time limit. ČSOB shall inform the Client of any extension of the period.

VI. CLARIFICATION OF CERTAIN TERMS

Some important terms and abbreviations used in the Conditions are listed and explained below.

Current market rate

The exchange rate set on the relevant day in good faith and in a commercially reasonable manner by ČSOB according to the current market situation and available price sources.

Banking information – information containing the Client's identification data, term of their contractual relationship with ČSOB, basic information on the accounts (whether the account is active, and whether the account balance is positive), ČSOB position on the Client's financial obligations to ČSOB (whether the obligations are repaid duly and timely), evaluation of Client's credibility and, where appropriate, recommendation of a business connection.

BIC (Bank Identifier Code) – the swift address of the provider (bank), which allows the provider to be identified uniquely within the country concerned.

Residential address – the address at which the Client permanently resides (change of circumstances excepted).

Confidential information – information regarding the Client which ČSOB obtained in connection with the provision of services, and which is subject to the confidentiality obligation.

Embargo policy of the KBC Group

Restrictive measures applied by the KBC Group to states, certain territories, organisations, and natural and legal persons that violate or are suspected of violating human rights, international law, committing crime, terrorism, money laundering, etc. Restrictions usually result from sanctions and embargoes of international organisations (e.g., EU or UN) or national legislation; pursue a stricter policy than required by law.

IBAN (International Bank Account Number) – the international bank account number which allows unique identification of the account number with the relevant provider (bank) of the beneficiary in the relevant country.

Client

Natural person – non-entrepreneur, natural person entrepreneur or legal entity,

- a) who expressed the intention to establish a contractual relationship with ČSOB, aimed at the provision of services,
- b) to whom ČSOB provides services on a contractual basis,
- c) who is authorised to dispose of the Account funds, or who gives ČSOB the right to dispose of the Account funds in any form.

Client Center

Phone support service provided to Clients via a free client helpline.

Account Holder – a natural person – non-entrepreneur, natural person – entrepreneur or legal entity with whom ČSOB concluded the Account Contract.

Notification

Notification of Československá obchodní banka, a. s., concerning the determined interest rate conditions of deposits and loans in CZK – citizens/Notification of Československá obchodní banka, a. s., concerning the determined interest

rate conditions of deposits and loans in foreign currencies – citizens, applicable to natural persons – non-entrepreneurs.

Notification of Československá obchodní banka, a. s. concerning the interest rate conditions of deposits and loans in CZK for legal entities and natural persons – entrepreneurs/Notification of Československá obchodní banka, a. s., concerning interest rate conditions of foreign currency deposits and loans – for legal entities and natural persons – entrepreneurs.

All Notifications are available on the Website and at every ČSOB branch.

Pricelist

ČSOB Pricelist for natural persons – citizens, including parts thereof, applicable to natural persons – non-entrepreneurs;

ČSOB Pricelist for legal entities and natural persons – entrepreneurs, including parts thereof, applicable to natural persons – entrepreneurs and legal entities.

The Pricelists are available on the Website and at every ČSOB branch.

ČSOB Group – ČSOB and entities forming a corporate group with ČSOB, specifically:

Hypoteční banka, a. s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organization ID No. 13584324,
ČSOB stavební spořitelna, a. s., with its registered office at Radlická 333(150, 150 57 Prague 5, Organization ID No. 49241397,

ČSOB Pojišťovna, a. s., member of the ČSOB Holding, with its registered office at Masarykovo náměstí 1458, 532 18, Pardubice - Zelené Předměstí, Organization ID No. 45534306,

ČSOB Penzijní společnost, a. s., member of the ČSOB Group, with its registered office at Radlická 333/150, 150 57 Prague 5, Organization ID No. 61859265,

ČSOB Asset Management, a. s., Investment Company, with its registered office at Radlická 333/150, 150 57 Prague 5, Organization ID No. 25677888,

ČSOB Factoring, a. s., with its registered office at Benešovská 2538 / 40, 101 00, Prague 10 - Vinohrady, Company ID 45794278,

ČSOB Leasing, a. s, with its registered office at Na Pankráci 60/310, 140 00, Prague 4, Organization ID No. 63998980,

ČSOB Leasing pojišťovací makléř, s. r. o., with its registered office at Na Pankráci 60/310, 140 00, Prague 4, Organization ID No. 27151221,

ČSOB Pojišťovací servis, s. r. o., Member of the ČSOB Holding, with its registered office at Masarykovo náměstí 1458, 532 18, Pardubice - Zelené Předměstí, Organization ID No. 27479714,

Patria Online, a. s., with its registered office at Jungmannova 24, 110 00, Prague 1, Organization ID No. 61859273,

Patria Finance, a. s., with its registered office at Jungmannova 24, 110 00, Prague 1, Organization ID No. 26455064,

Patria Corporate Finance, a. s., with its registered office at Jungmannova 24, 110 00, Prague 1, Organization ID No. 25671413,

and ČSOB Advisory, a. s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organization ID No. 27081907.

You will find more details about the ČSOB Group at www.csob.cz/skupina.

KBC Group – means KBC Group NV, with its registered office at Havenlaan 2, B-1080 Brussels, Belgium, Organization ID No. 0403.227.515, and entities forming a corporate group with it.

Permanent address – the address indicated in the ID card.

Handwritten signature – a signature affixed by the Client themselves to a document or other medium (such as a signpad).

Website

Website of ČSOB available on www.csob.cz.

Correspondence address – the address communicated by the Client to ČSOB as the address to which their correspondence is to be sent.

VII. FINAL PROVISIONS

General conditions and terms

1. Where the Contract (or a part thereof) has also been prepared in a different language than Czech, its interpretation shall be governed by the version in Czech.

2. Except for where the context clearly requires otherwise, a word in singular shall also imply the word in plural, and vice versa.
3. ČSOB may disclose the Confidential Information to companies within the ČSOB Group. The Confidential Information may be used by the companies in the ČSOB Group in particular for serving the Client and providing customer care, including marketing and offers of trade and services provided by the ČSOB Group and their business partners, for example in the form of commercial email messages. For the above purposes, ČSOB is also entitled to provide the Confidential Information regarding the Client – a legal entity to the entities in the KBC Group. Furthermore, ČSOB is entitled to share the Confidential Information with business partners authorized to perform certain activities or offering, selling or operating any products of the ČSOB Group, for the purpose of the fulfilment of sale agreements, including the settlement of claims.
4. With the Clients' consent, ČSOB may provide their Banking Information to third parties, upon their request. Banking Information is used as a source of information when establishing new business contacts, making business relationships more transparent, and enhancing confidence among business partners.
5. ČSOB processes the Client's personal data in the context of the negotiations leading to the conclusion and performance of the Contract. Detailed information on the processing of personal data is provided in the "Information on the processing of personal data" document, available on the Website and at ČSOB branches.
6. ČSOB, as a controller of personal data on the basis of a legitimate interest, records and archives records of communication with the Clients (phone calls, e-mails, online chat) for the purposes of providing customer care and good customer service, focused in particular on handling their requirements or requests. The records may also be used as an evidence in the event of a dispute. Recording of phone calls by ČSOB is also required by some legal regulations.
7. The Conditions and other contractual arrangements forming the Contract are also binding for other persons using the Account, for example the Authorised Account Users. The Account Holder undertakes to familiarize these persons with the contents of the Contract and the Information on Personal Data Processing.
8. The scope of the services provided at individual Points of Sale may vary; for details, see the Website.

Changes to the Contract, Conditions or Pricelist

9. ČSOB is entitled to propose to the Client that the Contract, Conditions or Pricelist should be amended to a reasonable extent due to changes to legal regulations or interpretation thereof, changes to standards applicable to the banking market; changes in the situation on the financial markets or the banking services market; developments in market and risk indicators, including requirements for capital adequacy; developments in the area of technology and security of banking services; optimisation of banking products and services or changes in the business policy of ČSOB.

For Clients who are natural persons – non-entrepreneurs, if it is appropriate with regard to the scope of amendment, ČSOB shall post the draft amendment at its branches and on the Website no later than 2 months before the date that the amendment is to take effect. ČSOB shall inform the Client of the proposed amendment within the same time limit, generally by Sending a Statement, via the E-Banking, in a letter, by email (at the email address last communicated by the Client) or data message. If the Client is informed via E-Banking, ČSOB shall notify the Client of placing the draft amendment in E-Banking by information e-mail (at the email address last communicated by the Client) or SMS.

For Clients who are natural persons – entrepreneurs or legal entities, ČSOB shall post the information about the proposed amendment on the Website no later than one month before the date that the amendment is to take effect, of which the Client shall be notified in a message sent to Client's E-Banking, in an account statement, letter, e-mail or data message.

If the Client does not refuse the proposed amendment by its effective date, it applies that the Client has accepted the amendment. If the Client refuses the proposed amendment before the date that the amendment takes effect, the Client is entitled to terminate the Contract affected by the amendment, free of charge and with immediate effect.

10. Contrary to the previous clause, ČSOB and the Client agree that ČSOB may unilaterally amend the Contract, Conditions or Pricelist due to reasons listed in the point above if the amendment does not have a negative impact on the parameters and price conditions of the product, service or payment means.

ČSOB shall generally inform the Client of such changes in advance via E-Banking, by posting the information on the Website, Sending a Statement, email or data message. The Client may also check the information about such changes at ČSOB branches.

Complains and out-of-court dispute resolution

11. The Client is entitled to complain about any faults in transactions carried out. Complaints must be submitted without undue delay after a cause for a complaint is established, but no later than within the limitation period determined by applicable legal regulations.
12. ČSOB accepts and handles Clients' complaints and claims in accordance with the ČSOB Complaint Rules, available on the Website and at ČSOB branches. An Authorised Account User may only file a complaint about execution of a payment transaction if it was authorised by the Authorised Account User.

If the Client is not satisfied with the way their complaint was handled, the Client may appeal to the Ombudsman of the ČSOB Group in one of the following ways:

in writing to the following address:

- a) Československá obchodní banka, a. s., Ombudsman ČSOB, Radlická 333/150, 150 57 Prague 5,
- b) by email to ombudsman@csob.cz,
- c) via a web form on the Website or
- d) via the ČSOB databox 8qvdk3s

(the Client shall state "Appeal to settle the complaint" as the title of the databox message).

Complaints may also be addressed to the supervisory authority, which is the Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1, www.cnb.cz; in the case of a dispute, the Client may contact the financial arbitor: Legerova 1581/69, 110 00 Prague 1, www.finarbitr.cz.

Effect

13. The contractual relationships, which include these Conditions, are governed by the Civil Code, including the rights and obligations arising before the date that this Act takes effect.
14. These Terms and Conditions take effect on 1 July 2023 and replace the Terms and Conditions for Term Deposits dated 1 November 2022 and are available at all Points of Sale. If the contractual documentation or other relevant documents related to the subject matter of these Conditions refer to the Terms and Conditions for Term Deposits of Poštovní spořitelna, this shall mean references to the present Conditions on and after 1 November 2020. Selected provisions relating to sales and services at Czech Post branches are effective from 1 July 2021.