

# PRE-CONTRACT INFORMATION AND CONDITIONS AND TERMS FOR ACCOUNTS AND PAYMENTS – PEOPLE



Effective from 1 July 2025.

Československá obchodní banka, a. s., with its registered office at Prague 5, Radlická 333/150, postal code 150 57, Organization ID No.: 00001350, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, Insert 46, BIC: CEKOCZPP, email address: [info@csob.cz](mailto:info@csob.cz), [podnety.klientu@csob.cz](mailto:podnety.klientu@csob.cz) (improvement suggestions) – hereinafter referred to as “ČSOB” or the “Bank”, hereby issues, in accordance with the Civil Code and in accordance with the Act on Payment Transactions (hereinafter referred to as “PTA”), the following Pre-contract Information and Conditions and Terms for Accounts and Payment – People (hereinafter referred to as the “**Conditions and Terms**”). Pre-contractual information and Conditions are designed for regular, physical persons - non-commercial entities.

These Conditions and Terms 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.

Some of the terms used throughout the Pre-contract Information and the Conditions and Terms are clarified in the “CLARIFICATION OF CERTAIN TERMS” section.

## INTRODUCTION

The present document contains both information, which the law requires that they be made available to the Client before the contract is concluded, as well as the conditions and terms that define generally applicable rules applicable to account management and account-related services.

Part A includes Pre-contract Information to assist the Client in understanding the basic rules applicable to the future contractual relationship between the Client and ČSOB.

Part B contains the actual Conditions and Terms establishing mutual rights and obligations between the Client and ČSOB. The Conditions and Terms shall become binding upon both parties after the contract is concluded.

Should the Client have any questions or need any clarification, they may contact any ČSOB branch or call ČSOB's info line at 495 300 300.

## A. PRE-CONTRACT INFORMATION

### ČSOB

1. In its line of business, ČSOB provides services in accordance with the Banks and Banking Licences Act.
2. ČSOB provides products and services within the scope of these Conditions and Terms through ČSOB branches and Czech Post branches (collectively referred to as “**Points of Sale**”), or through other contractual entities, the Client Centre, the Website and e-banking.
3. The scope of the services provided at individual Points of Sale may vary; for details, see the Website.
4. ČSOB's activities are overseen by the Czech National Bank with its registered office at Na Příkopě 28, 115 03 Prague 1, [www.cnb.cz](http://www.cnb.cz) (hereinafter referred to as the “**CNB**”).

### Framework agreement

5. ČSOB provides its payment services under a contract (and, where applicable, an amendment to an already existing contract) as well as under the relevant conditions and terms, which, alongside ČSOB's Price List for natural persons – citizens, including its individual parts (hereinafter referred to as the “**Price List**”), and any other arrangements comprise a framework agreement within the meaning of the PTA.
6. Where permitted by ČSOB, the separate arrangements comprising a framework agreement may also be entered into electronically, either with both parties attending, or using means of remote communication. The contract may also be concluded against a separate application, upon ČSOB's acceptance thereof.
7. In general, any pre-contractual documents (and other related documents) pursuant to the PTA are provided by ČSOB to the Client as follows:
  - a) in the Client's e-banking if agreed;
  - b) by email (to the last email address communicated by the Client) if the Client does not have e-banking;
  - c) personally to the Client in other cases.

8. Unless the Parties agree otherwise, the framework contract is concluded in the Czech language and for an indefinite term.
9. Unless agreed otherwise in specific cases, ČSOB may propose to the Account Holder to amend the framework agreement at least 2 months before the anticipated effective date of such amendment. Unless the Account Holder rejects the proposal to amend the framework agreement by the anticipated effective date of the amendment, the proposal is deemed to have been accepted. If the Account Holder rejects the proposed amendment to the framework agreement within the time limit specified above, they may terminate the framework agreement with immediate effect. For details see the Conditions and Terms, namely its section entitled "CONCLUDING PROVISIONS".
10. During the term of the framework agreement, ČSOB shall provide the content and other information provided in the PTA to Account Holder at the latter's request.
11. The Account Holder may terminate the contract at any time, free of charge, subject to a one-month notice period. For detailed conditions applicable to the termination and its consequences see the Conditions and Terms, namely the section on "Account Cancellation".
12. Where the framework agreement has been concluded through means of remote communication only, or outside a regular business establishment, the Account Holder may withdraw from the Agreement within 14 days following the conclusion of the contract. The notice of withdrawal must, as a minimum, include Account Holder's identification data (name, surname, date of birth and permanent address) and the number of the account maintained under the contract, or the date specified in the account opening notice or in the instructions for the disposal of any positive balance; it must be served in paper format, signed by the Account Holder and sent to Radlická 333/150, 150 57 Prague 5. The notice of withdrawal shall be deemed effective if sent to ČSOB on the last day of the time limit at the latest. If the Account Holder withdraws from the contract, they shall pay ČSOB the fees for all services provided during the contractual relationship.
13. The legal relationship between ČSOB and the Client shall be governed by the laws of the Czech Republic (hereinafter referred to as the "CR").

#### **Provided Services**

14. In particular, ČSOB provides the following account administration services:
  - a) cash deposits to, and cash withdrawals from, the account
  - b) money transfers to and from the account
  - c) Issuing and administering means of payment.
15. The payment for services provided is set out in the Price List available on the Website and at all Points of Sale. The pre-contractual information on the payment for services related to the payment account covered by the uniform designation will be provided by ČSOB to the Client through a separate document – Notification on information about fees, which is also published on the Website and at Points of Sale, always in CZK.
16. The current interest rates applicable to each type of account are laid down in the Notification of Československá obchodní banka, a.s., laying down the interest-related conditions applicable to deposits and credits in CZK – citizens, and the Notification of Československá obchodní banka, a.s., laying down the specified interest-related conditions applicable to foreign currency deposits and credits – citizens, available on the Website and at each Point of Sale (hereinafter referred to as the "Notifications"), or in the Notification of ČSOB laying down the conditions and amount of the bonus rate. ČSOB has the right to amend the interest-related conditions as stipulated in the Conditions and Terms, namely in the section on INTEREST AND OTHER PAYMENTS. Interest, or other proceeds are subject to taxation in accordance with applicable law. A tax relief under international treaties for the avoidance of double taxation may only be claimed at ČSOB branches or by correspondence.
17. Information on the exchange rates is posted on the Website and within the premises of Points of Sale. ČSOB executes currency exchanges in accordance with the provisions of the Conditions and Terms, namely the "PAYMENT SERVICES" section.

#### **Payment Transactions**

18. The identifier required for the proper execution of any payment order is the account number and the code of the provider for domestic payment services, and the IBAN or the account number and the code of the provider and the name of the account of the beneficiary for international payment services. In the case of a domestic Outgoing payment, a telephone number may be used instead of the beneficiary's account number.
19. The method of granting consent to the execution of a payment order and the method withdrawing such consent are stipulated in the "PAYMENT SERVICES" section of the Conditions and Terms, and the relevant Product Terms and Conditions.
20. A payment order is received once it is transmitted to ČSOB, unless the Client requires a later due date. In some cases, a payment order is deemed to be received on the following business day after its submission to ČSOB.

The details, including the deadlines for executing individual types of payment orders, are agreed in the "TIME LIMITS FOR THE EXECUTION OF PAYMENT SERVICES" section of the Conditions and Terms.

21. Any unauthorised or incorrectly executed payment transaction must be reported by the Client to ČSOB in a manner agreed in the Terms and Conditions, section "PAYMENT SERVICES", without undue delay after the Client learns of such a transaction but no later than the end of the 13th month of the transaction. If an unauthorised payment transaction is executed or ČSOB is liable to the Account Holder in the role of the payer or the payee for an incorrectly executed payment transaction, ČSOB must immediately restore the balance of the relevant account as if the unauthorised or incorrectly executed payment transaction had never happened. If that is impossible, ČSOB shall return to the Account Holder the amount of the unauthorised or incorrectly executed payment transaction, any fee paid, and the lost interest in a different way. ČSOB is not obliged to return the unauthorised payment transaction amount if it is the Account Holder that bears the loss thus incurred.

The Account Holder bears the loss incurred as a result of an unauthorised payment transaction:

- a) up to EUR 50 if the transaction is executed as a result of a payment instrument being misused or a lost/stolen payment instrument is used, except where the Account Holder / Authorised Account User does not act fraudulently and:
  - could not have detected the loss/theft/misuse of the payment instrument prior to the unauthorised transaction being executed; or
  - the loss/theft/misuse of the payment instrument is the result of ČSOB's conduct;in these instances it is ČSOB that bears the loss incurred as a result of the unauthorised transaction;
- b) in full if the transaction is the result of the Account Holder / Authorised Account User discharging fraudulently or breaching wilfully or by gross negligence the obligation to use the payment instrument in accordance with the contract, protect the instrument (its security features) against loss/theft/misuse, and report any loss/theft/misuse of the payment instrument to ČSOB without undue delay, except where the Account Holder / Authorised Account User does not act fraudulently and:
  - the loss is incurred after the Account Holder / Authorised Account User has reported the loss/theft/misuse of the payment instrument to ČSOB; or
  - ČSOB fails to secure suitable means for that report; or
  - ČSOB breaches its obligation to demand strong authentication of the Account Holder / Authorised Account User;in these instances it is ČSOB that bears the loss incurred as a result of the unauthorised transaction.

Please refer to the Terms and Conditions, section "PAYMENT SERVICES" for more details on the liability for unauthorised or incorrectly executed payment transactions (even if it is the Account Holder that bears the loss incurred as a result of the unauthorised transaction).

22. The Account Holder as a payer may claim a refund of the amount of an authorised payment transaction executed against a direct debit within 8 weeks of the date, on which the funds were debited to their account if, at the time of the authorisation, the exact amount of the payment transaction was not specified and the amount of the payment transaction exceeds the limit set by the Account Holder. At the time of submitting their request, the Account Holder must provide evidence to ČSOB showing that the conditions for the refund of the amount have been met; if they do so, ČSOB will refund the amount to the Account Holder within 10 business days of receiving such justified request.
23. ČSOB may exercise a payment cancellation without the Account Holder's prior consent as long as the amount of the payment transaction has not been cleared in accordance with the payment order. ČSOB shall inform the Account Holder of the payment cancellation.
24. ČSOB notifies the Client of any suspected unauthorised or fraudulent use of the payment instrument, in particular via phone or SMS to the relevant phone number of the Client registered in the Bank's systems or in another manner specified in these Conditions and Terms, in the section "MUTUAL COMMUNICATION".
25. ČSOB shall inform the Client of the failure to execute a payment order in the manner specified in the Terms and Conditions, in the section "PAYMENT SERVICES".

### **Payment means**

26. If payment means are provided to the Client (e.g. a debit card, e-banking), the Client is obliged to take the necessary measures to safeguard their personalised security features in accordance with the applicable conditions and terms (e.g. Payment Card or Electronic Banking Terms and Conditions); the conditions and terms also stipulate the method of reporting a loss, theft or misuse of the payment means and lay down the rules for blocking them.
27. The Client may agree with ČSOB to limit the total amount of payment transactions made using their payment means during a certain period of time.

## **Communication**

28. Unless otherwise agreed, ČSOB shall communicate with the Client in Czech during the term of the framework agreement, as stipulated in the "MUTUAL COMMUNICATION" section of the Conditions and Terms.
29. By default, ČSOB sends account statement once a month, electronically via the e-banking or by e-mail. ČSOB is entitled to apply charges to statements sent in a different form, or at a shorter interval.

## **Insurance**

30. The account funds are insured in accordance with Act No. 21/1992 Coll., on banks, as amended (detailed information is provided in the Information sheet on the deposit-guarantee scheme available on the Website).

## **Codes of Conduct**

31. ČSOB undertakes to comply with Czech Banking Association (CBA) Standard No. 19/2005 ("CBA") "Code of Conduct between Banks and Clients" as well as CBA Standard No. 22 "Client Mobility – Payment Account Change Procedure" based on the PTA (hereinafter the "**Client Mobility Standard**"). The Client Mobility Standard defines the principles and rules applying to the account change procedure, which facilitates the Client's transition from one bank to another. Both Standards are available at [www.czech-ba.cz](http://www.czech-ba.cz).

## **Complaints and out-of-court dispute resolution**

32. ČSOB accepts and handles Clients' complaints and claims in accordance with the ČSOB Complaint Rules, available on the Website and at Points of Sale. An Authorised Account User may only file a complaint against the way a payment transaction has been executed if they have personally authorised the transaction.

If the Client is dissatisfied with the way their complaint has been dealt with, they may have recourse to the ČSOB Group Ombudsman as follows:

- a) Československá obchodní banka, a. s., Ombudsman of the ČSOB Group, Radlická 333/150, 150 57 Prague 5,
- b) via a web form on the ČSOB Website
- c) by email to [ombudsman@csob.cz](mailto:ombudsman@csob.cz) or
- d) to the ČSOB data box: 8qvdK3s

(in the subject of the message the Client shall indicate „Appeal for the handling of a complaint“)

Any complaints may also be addressed to the CNB; in the event of a dispute, the Client may contact the Financial Arbitrator, Legerova 1581/69, 110 00 Prague 1, [www.finarbitr.cz](http://www.finarbitr.cz).

# **B. CONDITIONS AND TERMS**

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

### **General conditions and terms**

1. ČSOB opens and maintains accounts and provides related payment services under separate contracts on accounts, payment means and other payment services, as well as under the relevant conditions and terms, which, along with the Price List and other arrangements, form a framework agreement within the meaning of the PTA. No legal right exists to conclude a contractual relationship with ČSOB. The legal relationships between ČSOB and the Client shall be governed by the laws of the Czech Republic.
2. Prior to entering into a contract / providing a service, ČSOB identifies and checks the Client or a person representing them at least as required by the relevant legal regulations. In accordance with Act No. 253/2008 Coll., as amended, ČSOB is obliged to take a copy of the ID used for the initial physical identification of the Client. Should the Client fail to provide access to such information, ČSOB is entitled not to enter into a contractual relationship with the Client (not to execute an order or any transaction with the Client). Should these persons refuse the identification and check required by ČSOB, the contract will not be concluded or the service will not be provided. As part of the check, ČSOB may at any time during the contractual relationship require 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 with a view to proving the origin of the funds deposited at, or directed to, their account, documents attesting to the creditworthiness and liabilities of the Client, or their credibility, and the Client is obliged, within the cooperation, to provide the required information. Similarly, ČSOB shall be entitled to request the immediate submission of documents/information necessary to assess whether a particular transaction or trade is in compliance with the KBC Group's Embargo Policy available on the Website (ČSOB section, ČSOB Policies). ČSOB has the right to refuse to execute an order entered by the Client or any transaction, or to restrict the

corresponding service or execute the order late, if it reasonably believes that this does not comply with the law and with the ČSOB procedures based on the law, the Contract or the KBC Group's Embargo Policy. If ČSOB exercises such a right, it shall not be held liable for any damage that may arise (e.g. as a result of a payment transaction not being executed or being executed late). ČSOB can make copies of all documents submitted by the Client in relation to the fulfilment of the obligations relating to the identification of the Client and check, for the purposes of Act No. 253/2008 Coll., as amended, and process the information obtained in order to meet the purpose of that Act.

3. The Client is responsible for the timeliness, accuracy and completeness of all data communicated to ČSOB and is obliged to notify ČSOB without undue delay of any changes to such data and to 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 the address of their residence, which the Client merely communicates to ČSOB. The change of identification data (except for the change of the correspondence address) becomes effective on the day of its notification if it was notified at a ČSOB branch, and on the 5th business day after the notification date if it was notified at a Czech Post branch.
4. A citizen of the Czech Republic shall by default produce their identity card as proof of ID, while a citizen of another state will usually produce a passport as proof of ID or other documents required by ČSOB. Clients must promptly communicate any theft or loss of their proof of ID to ČSOB.
5. ČSOB may request a first deposit for account administration. The minimum amount of the first deposit is specified in the relevant Notification. If ČSOB requires the first deposit, the Client must ensure that it is credited to the account immediately after its opening. If the account opening application is rejected, ČSOB will return the deposit to the Client without undue delay. The Account Holder shall maintain their account balance at an amount that corresponds at least to the minimum amount of the first deposit and is also sufficient to cover the fees charged for the services provided.
6. ČSOB does not open multiple-holder accounts.
7. Unless specified otherwise in the account contract, the account name shall consist of the first and last name of the Account Holder.
8. The Account Holder will receive an account opening notification. Using the relevant form, the Account Holder may order documents for selected accounts based on which funds on the account can be disposed of (hereinafter the "**Document**"); selected Documents are also available at Points of Sale. The Account Holder is liable for any misuse of the Documents. Using copies of the Documents is not permitted. When using the Documents, the Account Holder/Authorised Account User is obliged to follow the instructions contained therein; otherwise, ČSOB is not obliged to accept and process the Document. The main part signed by the Client is decisive for the execution under the Document.
9. Clients may use services that involve the indirect giving of payment orders, providing information on payment accounts and confirming the account balance in accordance with the Conditions and Terms and technical conditions.
10. If the Client has not established e-banking services at the time of conclusion of the account contract, the Parties shall enter into a contract for the establishment of e-banking services and Agreement on ČSOB Identity simultaneously with the account contract.

### **Disposing of the account and of the account funds**

11. Disposing of the account denotes any legal action leading to the establishment, amendment or expiry of the account contract, including the granting/modifying of the authority to dispose of the account funds; furthermore, e.g., negotiations concerning the provision of information on the Account Holder's accounts, their balances, or movements and balances of funds in these accounts.
12. The Client authorises their request regarding the disposal of the account in paper form, by attaching a handwritten signature according to the current Signature Specimen and/or using another method of authorisation agreed under a contract or determined by ČSOB.
13. The account funds may be disposed of using a payment order to execute a payment transaction, which may also be entered using payment means (for example debit cards or the e-banking).
14. 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 which is not drawn up on the specified form, or a letter of authority that is older than 3 months.

### **Disposing of the account**

15. Any person other than the Account Holder may only dispose of the account under a legal authorisation or a special letter of authority granted by the Account Holder, which explicitly defines the specific legal actions when disposing of the account. If the letter of authority is not made in accordance with this clause, ČSOB is entitled to refuse it.

16. Only one legal guardian shall represent a minor Account Holder when concluding an account contract or a payment card contract. A bank account belonging to a minor Account Holder may only be operated by a legal guardian who has signed the account contract on behalf of the minor Account Holder. This also applies to the provision or parameter setting of additional services or changes in the payment card associated with the minor Account Holder's account. Any independent legal action by a minor Account Holder / Account Holder with limited capacity leading to the disposing of the account is excluded. This does not apply if the minor becomes fully legally competent before reaching the age of majority.

### **Authorised Account Users**

17. The Account Holder may authorise another person to dispose of the account funds ("**Authorised Account User**"). The authorisation may cover some of the following methods of disposing of the account funds, or a combination thereof:

- a) through payment orders in paper format, with a handwritten signature affixed
- b) through payment orders made using electronic payment means, etc.
  - payment card
  - e-banking services.

Each of the authorisations thus granted is assessed separately. The Account Holder always grants, changes and revokes the Authorised Account User's authorisation for a specific method of disposing of account funds. ČSOB may request the authorisation to 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, unless otherwise stipulated in the corresponding product terms and conditions.

18. As regards the authorisation to dispose of the account funds by means of payment orders in hard copy, 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.
19. If the authorisation is issued at a ČSOB branch, it takes effect on the day of its issuing. If the authorisation is issued at a Czech Post branch and accepted by ČSOB, it takes effect on the 2nd business day no later than from 16:00 after the date 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 business day following the delivery of the revocation to ČSOB.
20. If the Account Holder has a limited legal capacity, is insolvent or faces the risk of insolvency, the authorisation may only be changed at a ČSOB branch.
21. ČSOB shall provide a payment card to the Authorised Account User under a special contractual arrangement with the Account Holder. ČSOB shall set up an e-banking service to the Authorised Account User under a special contractual arrangement with the Account Holder and a related contractual arrangement with the Authorised Account User. In such a case, the rights and obligations of the Account Holder and the Authorised Account User are also governed by the special conditions and terms relating to such payment means.
22. An Authorised Account User authorised to dispose of the account funds through payment orders bearing their handwritten signature may also check the current account balance and the movements and changes in the account funds, including through account statements, and collect all correspondence addressed to the Account Holder, unless the latter is intended strictly for the Account Holder, and is also authorised to use the Providing Information on the Payment Account service and the Payment to contact service.
23. 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 accurately defined in the letter of authority and ČSOB may require the letter of authority to be submitted to the Point of Sale up to 5 business days prior to the intended transaction date. If the letter of authority is not made in accordance with this clause, ČSOB is entitled to refuse it.

### **Specimen signature**

24. The Client shall use their specimen signature ("**Specimen Signature**") to authorise payment transactions to be executed against a payment order in hard copy, 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. In the event two Specimen Signatures are used, the signature provided in the "Specimen Signature 1" field is used for signing payment orders relating to accounts, of which the Client is the holder, and that provided in the "Specimen Signature 2" field is used for signing payment orders relating to accounts, in relation to which the Client is merely a Authorised Account User.
25. The Specimen Signature must always be connected with the name of the signatory and meet ČSOB's security requirements. Signature sample must contain name and last name (or only last name) of the Client and must be executed in handwriting style (not capital letters). ČSOB recommends that the Specimen Signature be different

from that used in regular correspondence. ČSOB may refuse to establish a Specimen Signature if doing so contradicts the agreed conditions and terms or ČSOB's security requirements.

26. 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)	
ČSOB branch	paper format	at a ČSOB branch office where it was established	on the same day
		in other cases	on the following business day by 16:00
	biometrically, from 16:00	on the same day	
	biometrically, after 16:00	on the following business day	
Czech Post branch/before the courier	paper format	2nd business 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.

27. 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 points of sale of ČSOB.
28. Clients with limited legal capacity may only change the Specimen Signature at ČSOB branches.

#### **Disposing of the account funds without the Client's order**

29. Without an order of the Account Holder / Authorised Account User, ČSOB may debit amounts to the account:
- when charging service fees as per the Price List
  - when executing a payment cancellation
  - when performing payments executed by ČSOB on behalf of the Client following the use of checks and payment cards, and to cover the due debit interest
  - when withholding taxes
  - in the course of enforcement, insolvency or other legal proceedings
  - in the event of a mutual settlement of receivables and payables (offsetting)
  - of the Account Holder, as a beneficiary, for the purpose of returning the amount of an authorised direct debit transaction to the account of the payer's provider upon the latter's request
  - if the condition has not been met for crediting a ČSOB account kept with a correspondent bank with an amount transferred from abroad, or a foreign currency amount transferred from within the Czech Republic
  - in other cases specified by the relevant legal regulations and/or agreed with the Account Holder.
30. At the express request of a competent public authority, ČSOB may debit funds corresponding to the pension payment or another statutory benefit (but only up to the credit balance on the account) to which the entitlement has lapsed due to the death of the beneficiary (pension recipient). ČSOB may proceed similarly in the event of similar foreign payments. If the account balance is not sufficient to cover the amount that has been requested back, ČSOB may inform the competent authority thereof.
31. ČSOB shall be obliged to block the account funds following a court decision or a decision of any other competent authority and to execute an enforcement or take any other legal steps in accordance with the applicable 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 have no effect whatsoever on the interest the funds are liable to. ČSOB may also block the account funds if it is necessary to perform a corrective payment cancellation.
32. ČSOB shall be entitled to block a Client's payment means by reason of the security of the payment means, especially if there is suspicion that the payment means is being used without authorisation or fraudulently or upon

a significant increase in the risk of the Client not being able to repay a loan that can be drawn through the payment means. ČSOB shall inform the Client about blocking the Client's payment means.

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

33. Where the Account Holder is a minor, the responsibility for the account rests with the parent who signed the account contract on behalf of the minor, or, as the case may be, the one who has been specified as the Authorised Account User. A person other than the parent (or, as the case may be, legal guardian or person authorised to dispose of the minor's assets), cannot be appointed an Authorised Account User with regard to the minor's account. The parent may only dispose of the account funds belonging to the minor Account Holder to the benefit of the Account Holder. Minors' accounts may only be used for the needs of the child, and not for any other purposes. Consent of the court is required for the parent to execute other than the common transactions with the account funds. ČSOB shall not assess whether the court consent is necessary for a particular legal action. The parent shall be fully responsible for making sure 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. If the right and obligation of the parent to take care of the assets of the minor Account Holder cease to exist, ČSOB may block the funds on 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 by means of payments orders with a handwritten signature shall automatically cease to apply.
34. In the event that the Account Holder is represented by a guardian appointed by the court, the guardian may not dispose of the account funds but in the interest of the Account Holder, in accordance with the applicable law and with the court's decision, and is only responsible for the way the Account Holder disposes of the account funds as it pertains to them under the relevant legal regulations and the court's decision. ČSOB shall not assess whether a consent of the court or guardianship council is necessary for a particular legal action.

#### ***Account blocking at the Client's request***

35. The Account Holder may request ČSOB to limit the disposal of account funds in one of the following ways:
- a) blocking all cash withdrawals and wire transfers from the account;
  - b) blocking funds on the account in the amount determined by the Account Holder;
  - c) blocking pay cheques issued for the account;
  - d) blocking of incoming bank transfers to the account requested as part of a Payment Account Change (Mobility) Request submitted to another bank.
36. The Account Holder may only request blocking through a specific form at Points of Sale. The blocking requested at a ČSOB branch becomes effective on the same day. The blocking requested at a Czech Post branch becomes effective within 3 business days of the application being submitted.
37. The blocking may only be revoked by the Account Holder in writing in paper form. The revocation requested at a ČSOB branch becomes effective on the same day. The revocation requested at a Czech Post branch becomes effective within 3 business days of the application being submitted. A blocking requested pursuant to Article 35(d) may only be revoked at a ČSOB branch.
38. ČSOB is entitled to charge blocking fees according to the Price List. The blocking of payment means (such as payment cards) is regulated by special business terms and conditions for these payment means.

#### ***Death of the Account Holder***

39. The account contract shall not expire with the death of the Account Holder; instead, ČSOB shall continue to execute the payment transactions against payment orders transmitted to it by the Account Holder/Authorised Account User except those with regard to which the Account Holder/Authorised Account User has determined that they shall be discontinued after their death; executing (such payments) will be terminated by ČSOB on the day after it receives trustworthy information that the Account Holder has passed away.
40. 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.
41. In the event of the Account Holder's death, ČSOB may change the type of account, which is no longer part of ČSOB's current offer, to another account type present in its current offer, which is by its nature the closest to that of the original product.
42. The heir shall be obliged to provide proof to ČSOB evidencing the acquisition of the rights and obligations associated with the account by submitting documents on the legally acquired inheritance.



### **Account change**

43. The Account Holder may apply for a change of a payment account kept with another provider in accordance with PTA and the Client Mobility Standard. Further information on changing the account is available on the Website and at all Points of Sale.
44. ČSOB shall not execute a consent to direct debit and standing orders if the list from the existing provider does not include the data requested by ČSOB, and the Account Holder does not provide such data to ČSOB within the specified time limit, in spite of a prior request.
45. As part of the payment account change process, for a consent to direct debit, ČSOB may change the beneficiary's account number to that of an account kept with ČSOB if requested to do so by the beneficiary. ČSOB shall inform the Account Holder of the change.

### **Debit balance**

46. The Account Holder may only use the funds up to the amount of the account balance (including any overdraft, where applicable). Wherever the available account balance is overdrawn (regardless of whether the overdraft occurs as a result of a non-agreed overrun, i.e. due to the Client using an amount higher than the balance, or as a result of fees being charged for the services provided, or as a result of any other payments ČSOB is entitled to debit to the account without the Client's order), a debit balance will apply. ČSOB shall generally inform the Account Holder of the emergence of the debit balance by a text message. Any subsequent notifications (first, a request to pay the debit balance and then a reminder to pay the debit balance) shall be charged according to the Price List. The Account Holder shall settle the debit amount immediately. Unless they do so, ČSOB may charge late payment interest at the statutory amount, with the interest rate as specified in the Notification. The late payment interest shall be payable immediately; at the end of the calendar month it shall be credited to the debit balance and ČSOB shall have the right to charge late payment interest on the amount thus increased.

### **Offset and assignment**

47. Without ČSOB's prior written consent, the Account Holder may not assign or pledge their receivables from ČSOB resulting from the framework contract, or transfer the rights resulting from the contract to another party, or assign the contract as such.
48. ČSOB may offset its receivables from the Account Holder, mature or not, resulting from the management of the account or from other bank transactions. ČSOB may offset such receivables against the Account Holder's receivables, mature or not, from ČSOB, to which the Account Holder has become entitled in connection with the administration of any account or for any other reason. If ČSOB's offset-eligible receivables exceed the current balances at the Account Holder's accounts currently kept with ČSOB, ČSOB may block these accounts for the purpose of executing the offset (i.e., to render cash withdrawal, outgoing payment and direct debit from the accounts impossible) and use not only the current account balances, but also any funds to be credited to the account in the future to collect its receivables (offsetting)

### **Payment from an account that is subject to distraint**

49. Where, under the applicable legal regulations, ČSOB is obliged to pay out to the Account Holder the funds deposited on their account, which is affected by an enforcement order, it shall only pay these funds out against the Client's written request, which must indicate the amount of the funds requested by the Account Holder and the number of the account affected by the enforcement, to which the request applies. A regular payment order shall not be regarded as a request of the Account Holder within the meaning of this point of the Conditions and Terms.

### **Transparent account**

50. Where it is agreed between ČSOB and the Account Holder that the account is to be kept transparent (hereinafter referred to as a "transparent account"), ČSOB publishes on its Website the information on the account and on payment transactions concerning the account without undue delay after these transactions have been made. ČSOB may publish in particular the number of the account, the name of the transparent account, the accounting balance for the transparent account, the date of the debiting or crediting of a payment transaction and the date of its charging to the transparent account, the denomination or name and surname, or possibly the name of the account of the contributor, the variable symbol, the amount and currency of the payment transaction, and a description of the payment transaction (especially its reason or purpose).
51. The Account Holder is required to inform the contributor of the fact that the information on payment transactions concerning the transparent account is published and that by publishing this information, some information about the contributor may also be made public. ČSOB recommends that the Account Holder notifies the contributor not to use their personal identification number as a variable symbol. During the keeping of the transparent account,

ČSOB may, after three years from the publication of the relevant payment and other information associated with the transparent account, remove this published information from its website.

52. ČSOB ceases to publish the information on transactions as of the day of the termination of the transparency of the account or as of the day of the termination of the account contract. In the case of political subjects (e.g. political parties, movements, etc.) ČSOB leaves the already published information on its website for at least three years from the day of the termination of the transparency of the account or from the day of the termination of the account contract. After the expiry of this period, ČSOB may remove the corresponding published information from its website. In the case of other subjects, ČSOB may remove the published information as of the day of the termination of the transparency of the account or as of the day of the termination of the account contract.

### **Protected account**

53. If ČSOB and the Account Holder agree, based on the Account Holder's request, that the account will be kept as a protected account pursuant to the relevant provisions of the Code of Civil Procedure ("Protected Account"), funds will be transferred to the Protected Account from the account subject to the enforcement of a debt with ČSOB specified in the Notification delivered to ČSOB within the meaning of the relevant provisions of the Code of Civil Procedure ("Seized Account").
54. The obligation under the agreement on the Protected Account shall end on the date of the termination of the agreement on the seized account or on the date of the termination of all enforcement proceedings against the Seized Account. If the Account Holder has other accounts with ČSOB subject to enforcement proceedings, the obligation under the agreement on the Protected Account shall end upon the expiry of the 14-day period within which the Account Holder was to designate another Seized Account at the request of ČSOB. ČSOB informs the Account Holder of the termination of the agreement and the cancellation of the Protected Account.
55. The Protected Account will only be credited with payments that are permitted by applicable law.

### **Account cancellation**

56. The obligations under the account contract shall cease to apply upon termination, mutual agreement of the contracting parties or withdrawal.

### **Termination**

57. The Account Holder may terminate the account contract in writing without indicating the cause. The notice period is 1 month, starting on the day of the receipt of the notice by ČSOB. As a general rule, the notice of termination can be submitted at a Point of Sale via the specified form, or through the e-banking, if permitted. Notices of termination submitted to ČSOB via a data box may be refused by ČSOB. ČSOB may request the notice of termination to be signed in accordance with the relevant Signature Specimen if the account balance exceeds CZK 300,000 as of the date of submitting the notice.
58. ČSOB may terminate the account contract in writing without indicating the cause. The notice period is 2 months, starting on the 1st day of the calendar month following receipt of the notice by the Account Holder. ČSOB is also entitled to terminate the account contract by e-mail to the last e-mail address provided by the Account Holder. If ČSOB gives notice in the manner specified in the previous sentence, it will also send the Account Holder an information SMS message about sending the notice in the manner specified.
59. ČSOB may only terminate the basic payment account contract on the grounds specified in the PTA.

### **Withdrawal**

60. ČSOB may withdraw from the account contract and cancel the account if:
- a) the minimum amount of the first deposit, if required, was not deposited to the account within 10 business days of its opening, or
  - b) the Client materially breaches the contract – the emergence of a debit balance shall always be regarded as a material breach of contract; or
  - c) the duration of the obligations arising from the contract or the use of the product or service becomes unacceptable or unlawful for ČSOB as a result of legislation or the internal rules or policies of ČSOB or the KBC Group.
- ČSOB is also entitled to withdraw from the account contract by e-mail to the last e-mail address provided by the Account Holder. If ČSOB gives its withdrawal in the manner specified in the previous sentence, it will also send the Account Holder an information SMS message about sending the notice of withdrawal in the manner specified.
61. ČSOB may only terminate the basic payment account contract on the grounds specified in the PTA.
62. The Account Holder may withdraw from the contract in the cases specified by law.

### ***Consequences of terminating the account contract***

63. The obligation under the account contract shall cease to apply on the effective day of the termination or withdrawal. ČSOB shall dispose of any positive balance of the cancelled account, minus the amounts of any non-posted payment transactions, as per the Account Holder's instructions granted in writing (in particular via a dedicated form) or via electronic banking services, within 7 business days following the termination of the contractual relationship (Outgoing payment or Cash withdrawal). Cash withdrawals of the positive balance of the account will always be made in CZK, with the exchange rate to be used according to the ČSOB exchange rate list valid on the date the funds are debited from the account. If the Account Holder requests the payment of the balance in connection with the account cancellation via a check voucher, the payment can only be made if the balance is sufficient to cover the check voucher fee. ČSOB will cancel the account within 1 month after the end of the contractual relationship, following the settlement of the mutual rights and obligations. In the event of an account on which an enforcement proceeding is being conducted, or with which the funds are secured under any other legal proceedings, the account will not be cancelled before the last proceeding is completed.
64. If the Account Holder does not grant ČSOB a disposition of the positive account balance no later than the date of the termination of the contractual relationship, ČSOB is entitled to exercise any of the following rights:
- exchange the balance of the foreign currency account into CZK at the exchange rate according to the ČSOB exchange rate list valid on the date of the cancellation of the account;
  - pay the balance to the Account Holder by a cheque sent to the Account Holder's mailing address.
65. If a situation arises where the currency of the cancelled account is not specified in the ČSOB exchange rate list, ČSOB is entitled to use the CNB exchange rate valid on the relevant date for the exchange of the positive balance into CZK in accordance with clauses 63 and 64 instead of the exchange rate according to the ČSOB exchange rate list. In the event that the CNB exchange rate cannot be used, ČSOB is entitled to exchange at the current market rate.
66. The Account Holder is obliged to settle all their liabilities arising from the contractual relationship no later than as of the date of termination of the contractual relationship and return to ČSOB all unused Documents issued for the account (including damaged or invalid Documents) before the contractual relationship is terminated. The Account Holder is liable for any misuse of unreturned Documents.
67. The instruction to pay out the balance must contain the specified essentials for a payment order served in paper format (for details, see the "PAYMENT SERVICES" section and the Website). ČSOB does not apply any interest to the positive balance on a cancelled account, and unless the balance is paid out, ČSOB transfers it to its internal account and registers it until the lapse of the statute of limitation for the right to its payment. The Account Holder is required to settle all of their obligations resulting from the contract at the latest by the date of termination of the contractual relationship.

## **II. INTEREST AND FEES**

### ***Interest***

1. The account funds are subject to ČSOB interest rates in accordance with the interest-related rules applicable to the respective currency. Specific ČSOB interest rates are specified with regard to individual currencies, periods and products. The current interest rates are set in the relevant Notification available on the Website and at all Points of Sale.
2. ČSOB is entitled to propose to the Client to change the interest rate specified in the Notification, even to a negative amount. It shall inform the Client of such a change 2 months in advance before it becomes effective in the manner and with the consequences specified in Section VII.8 of these Conditions and Terms.
3. Interest shall start to be applied to the funds once the funds are credited to the account and cease to be applied on the day preceding the funds being debited to the account. The interest on the account balance is calculated on a daily basis and credited at the end of each calendar month, in the currency of the account. The interest is credited to the account balance unless agreed otherwise.
4. If the account opening application is rejected, the first deposit will not bear interest.

### ***Fees***

5. ČSOB may charge and collect fees for the services provided as specified by the Price List in force on the date of charging the fee.
6. The fees are payable on the day of being cleared. 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, and including, the last Saturday of the current month (hereinafter the "billing period"). The same period also includes transactions for which no fees are charged. Similarly, some fees may be charged for foreign transactions. Other fees are charged, in particular, on the day

the related service is provided, or on the last day of the calendar month. If a fee is charged with currency conversion, the applicable exchange rate is always the current Czech National Bank's exchange rate valid for the day on which the fee is cleared. Unless otherwise agreed, the fees are always debited to the account in favour of which the service has been provided.

7. The fee for account maintenance and statements is not charged for the month in which the account was opened. Unless otherwise agreed, the fees for the transactions made in the month when the account was opened will be charged in the following month.
8. Any fee for a service provided during execution or other legal proceedings is only debited to the account after the lapse of the effects of all the decisions on the grounds of which ČSOB was required to block the funds in the account.
9. The fee for an Outgoing Payment placed indirectly (through the Indirect Payment Order Placement service) is charged according to Outgoing Internet Banking Payment for the given type of transaction.
10. The fees in the Notice of Fees communicated prior to the conclusion of a contract for a foreign currency account are given in Czech crowns.

#### ***Preferential account administration and benefits on other services***

11. For selected accounts, ČSOB provides preferential account administration subject to the specified conditions. The conditions for the preferential account administration service for selected accounts are stipulated in the Price List (including accounts no longer offered). If the preferential conditions are limited to one account of the Client only, ČSOB shall provide them, in the case of more accounts, to the account that was opened as the first one unless ČSOB agrees otherwise with the Client.
12. The preferential account administration service may be conditional upon reaching a certain turnover value, i.e. funds at the specified minimum amount must be credited to the account during the calendar month concerned. Transfers between the Client's accounts kept with ČSOB are not counted towards the aforementioned turnover value. Fulfilment of the conditions for the preferential account administration service shall be assessed with respect to the previous calendar month. If the set conditions are not fulfilled, ČSOB shall charge the standard account administration fee as specified in the Price List. The account maintenance fee is not charged during the first 2 entire calendar months for newly opened accounts which carry the minimum turnover requirement. For Incoming payments from an account kept with ČSOB to an account that carries the minimum turnover requirement, the minimum turnover requirement shall be assessed with respect to the month of the payment.
13. ČSOB may provide certain benefits to selected groups of clients, for example, to clients of a certain age, handicapped clients holding a TP / ZTP / ZTPP card, or the holders who receive disability pensions and clients on maternity/parental leave. As a general rule, such benefits are usually granted on request. If the Account Holder requests a benefit during the term of the contractual relationship, it is provided to the Client subject to the fulfilment of the set conditions within 5 business days from the receipt of the request by the Point of Sale. ČSOB always informs the Client if the request for a benefit is rejected.
14. ČSOB may also provide the preferential account administration service to Clients who have certain links to either the ČSOB Group or any other entities (for example, to ČSOB's corporate clients; hereinafter referred to as the **"Special Relationship Status"**). A special relationship may include:
  - employment contract or similar relationship
  - membership in a statutory or other body
  - contractual relationship, under which the Client acts as a broker.

In order for the preferential account administration service to be provided, the Special Relationship Status must remain in effect; further conditions may be laid down by a relevant collective agreement. The Client must immediately notify ČSOB if the Special Relationship Status expires. ČSOB may verify the emergence, existence and expiry of the Special Relationship Status of the person claiming the Special Relationship Status. In certain cases, the Special Relationship Status requirement may be combined with the minimum turnover requirement, or any other requirement stipulated by ČSOB, or defined under the contract between ČSOB and the entity with regard to which the Client claims the Special Relationship Status.

### **III. PAYMENT SERVICES**

#### **General conditions and terms**

1. Payment services denote the execution of payment transactions, i.e. depositing cash on, and withdrawing cash, and wire transfers of funds from one account to another. ČSOB executes such payment transactions against payment orders in accordance with the framework agreement and the relevant legal regulations.
2. ČSOB will refuse to execute a payment order if the obligation to deny such an order results from a legal regulation. ČSOB may refuse to execute a payment order that does not meet the conditions stipulated in the framework

agreement, that is sent via data box, or with regard to which there is reasonable doubt that it has been placed by an authorised person (e.g., in connection with the misuse of payment means); ČSOB is not liable to the Client for any loss resulting from its failure to execute a payment order on the aforementioned grounds. Except for where doing so would contravene the law, ČSOB will inform the Client of the non-execution of the payment order, usually in Internet Banking, by post or by phone.

3. Payment transactions executed against payment orders placed using a payment card or via the e-banking service are also subject to the conditions and terms governing such means of payment.
4. Documentary transactions (such as letters of credit and guarantees), bills of exchange and checks are subject to special conditions. For SEPA direct debit, such Conditions shall apply only proportionally to the extent not governed by the special conditions.
5. Unless agreed otherwise, a payment order in hard copy may only be submitted using the prescribed form/document.
6. If permitted by the nature of the payment order, the Client is required to review the explanatory notes to the payment order prior to placing it (if such explanatory notes are available for the respective type of payment order) which are provided in the form or on the Website. When placing a payment order, the Client is obliged to follow the instructions provided in the relevant form (including explanatory notes), in the e-banking, or on the Website, and fill in all the data marked as mandatory. The binding instructions may also contain samples of filled-out forms available on the Website. A payment order in paper format must be legible and must not include any cross-outs, deletes or overwrites. The above applies similarly to direct debit orders.
7. If ČSOB keeps an account for the Client that is accessible through an e-banking, ČSOB may, with the Client's consent, transmit information about such account, balance thereon and payment transactions made to the provider of the Providing Information on the Payment Account service. If such consent is provided by a Client who is the Authorised Account User with respect to accounts of another Owner, the information thus shared will also apply to the accounts in question.

#### **Authorisation of payment transactions**

8. ČSOB executes authorised payment transactions only. A payment transaction is authorised if the Client gives their consent to it. By granting their consent, the Client at once confirms they have reviewed information relating to the transaction before authorising it.
9. The Client authorises the payment transaction:
  - a) in the case of a payment order, in paper form, by attaching a handwritten signature according to the current Signature Specimen and/or using another method of authorisation agreed under a contract or determined by ČSOB. ČSOB will confirm the acceptance of the payment order in paper form by a bank employee by stamping a copy of this payment order, or by stamping a separable part of the relevant document.
  - b) for a payment order entered via the e-banking service, using the authorisation elements specified in the relevant contractual provisions
  - c) for a payment order placed via a payment card, or other means of payment, in accordance with the relevant contractual provisions

#### **Execution of a payment transaction**

10. ČSOB executes payment transactions on business days (and on non-business days for selected transactions) in the manner and within the time limits stipulated in the "TIME LIMITS FOR THE EXECUTION OF PAYMENTS". ČSOB shall debit the funds to the Client's account once the payment order is accepted, provided all conditions agreed for the execution thereof have been met and the Client does not require a later maturity date. The time of receipt of a payment order shall be determined on the basis of the time and the method of its transmission to ČSOB - for detailed conditions see the section on "TIME LIMITS FOR THE EXECUTION OF PAYMENTS". If a payment order is received outside ČSOB's business hours or after the agreed time (the so-called cut-off time), the payment order shall be deemed accepted at the start of ČSOB's business hours on the very next business day. The cut-off time for individual Czech Post branches is published in the premises of these branches.
11. Unless the "TIME LIMITS FOR EXECUTING PAYMENT SERVICES" section stipulates otherwise for a specific type of payment order, the payment order submitted at a Czech Post branch is deemed to be received on the business day following the day of its submission.
12. Unless stipulated otherwise for specific types of payment transactions in the Conditions and Terms, ČSOB has the right not to execute a payment order unless sufficient funds are available on the account of the Client, as a payer, on the required due date.

The following applies for domestic payment services:

- If there are not sufficient funds available on the payer's account by the end of the 2nd business day (or more precisely 2nd calendar day in case of transfer in CZK to an account maintained with ČSOB)

following the due date, the payment order for Outgoing Payment, Direct Debit, Standing Order and Standing Order set up indirectly will not be executed.

- Unless sufficient funds are available on the payer's account on the due date to execute an outgoing priority payment, including the payment of a fee, an outgoing instant payment, SIPO direct debit, transfer order given indirectly, instant payment made indirectly, standing transfer order regarding a variable amount exceeding the selected account balance or a transfer order between the accounts of one and the same Client placed via the e-banking, the payment order will not be processed on the due date and will not be executed.
- ČSOB may at all times charge a payment made by a payment card for Czech Post services to the account, to which the card has been provided.

The following applies for international payment services:

- Unless sufficient funds are available on the payer's account at the beginning of the 3rd business day following the due date (as soon as the banking system opens), the Outgoing payment order and Standing order will not be executed.
- In the case of a transfer order given indirectly, unless sufficient funds are available on the payer's account no later than at the beginning of the business day following the due date (as soon as the banking system opens), the order will not be executed.

13. If the payment order indicates a due date that does not fall on a business day, ČSOB shall execute the payment order on the nearest business day. This does not apply to the following transfer payment orders in CZK if both the payer's account and the beneficiary's account are kept with ČSOB, to an Outgoing instant payment and to Payments to contact entered as instant:

- An Outgoing payment order entered through e-banking/credit card
- Standing order and standing order for direct debit.

14. ČSOB shall not execute a payment order with a due day that occurs more 365 days after the date of its transmission.

#### ***Withdrawing a payment order***

15. The Client may only withdraw a payment order in the cases, using the method and within the time limits agreed in the section on "TIME LIMITS FOR THE EXECUTION OF PAYMENTS". The following payment orders cannot be withdrawn:

- Outgoing instant payment
- Payment to contact entered as instant
- For payments for the services of the Czech Post entered by a credit card at the Czech Post

#### ***Liability for an incorrectly executed/unauthorised payment transaction***

16. A payment transaction shall be deemed to have been duly executed if it has been executed in accordance with the payment order.

17. The Account Holder / Authorised Account User shall notify ČSOB in writing of any unauthorised or incorrectly executed payment transaction without undue delay after becoming aware thereof, usually by phone via the Client Centre, at any ČSOB or Česká pošta, s.p. branch and in other forms specified in the ČSOB Complaint Rules (unless the relevant conditions applicable to the specific payment means, using which the payment has been made, specify a different form of the notification), and in any event at the latest within 13 months of the date, on which the funds were debited to the payer's account. If they fail to do so, and ČSOB objects to this fact, the Account Holder's rights resulting from the unauthorised or incorrectly executed payment transactions may not be acknowledged.

18. ČSOB shall be liable to the Account Holder, as a payer, for an incorrectly executed payment transaction, except where ČSOB shows to the Client or the beneficiary's provider, that the amount of the incorrectly executed payment transaction has been duly credited to the beneficiary's provider's account in a timely fashion: If that is the case, the liability to the beneficiary for the incorrectly executed payment transaction shall rest with the beneficiary's provider.

19. Where ČSOB is liable to the Account Holder, as a payer, for an incorrectly executed payment transaction and the Account Holder informs ČSOB that they do not insist on the execution of the transaction, ČSOB shall immediately restore the balance at the account, to which the amount of the payment transaction was debited, as if the incorrect execution of the payment transaction did not occur at all. If that is impossible, ČSOB shall return to the Account Holder the amount of the incorrectly executed payment transaction, any fee paid, and the lost interest in a different way. This procedure shall not apply if the Account Holder only informs ČSOB that they do not insist on the execution of the payment transaction after the amount of the payment transaction has been credited to the beneficiary's account.

20. Where ČSOB is liable to the Account Holder, as a payer, for an incorrectly executed payment transaction and the Account Holder does not inform ČSOB that they do not insist on the execution thereof, ČSOB shall immediately make sure that the amount of the incorrectly executed payment transaction is credited to the account of the beneficiary's provider and restore the balance at the payer's account as if the incorrect payment transaction did not occur at all. If that is impossible, ČSOB shall return to the Account Holder the amount of the incorrectly executed payment transaction, any fee paid, and the lost interest in a different way.
21. Where ČSOB is liable to the Account Holder, as a payer, for an incorrectly executed payment transaction, ČSOB shall immediately restore the balance at the Client's account, as if the incorrect payment transaction has not been executed at all. If that is impossible, ČSOB shall return to the Account Holder the amount of the incorrectly executed payment transaction, any fee paid, and the lost interest in a different way.
22. If an unauthorised transaction is made, ČSOB shall, as soon as it learns of such a transaction but no later than the end of the business day following the day on which the Account Holder / Authorised Account User reports such a transaction, restore the balance of the account from which the transaction is debited as if the transaction had never happened. If that is impossible, ČSOB shall return to the payer the payment transaction amount, any fee paid, and the lost interest in a different way. The aforementioned time, however, shall not begin to run if ČSOB has reason to believe that the Account Holder / Authorised Account User has acted fraudulently and reports this fact to the Czech National Bank. ČSOB shall not be obliged to return the amount of an unauthorised payment transaction pursuant to the first sentence if the loss therefrom is borne by the Account Holder.
23. The Account Holder shall bear the loss from an unauthorised payment transaction:
- a) up to the amount of € 50 if it was due to the use of a lost/stolen payment means or due to its misuse, except where the Account Holder / Authorised Account User has not acted fraudulently and
    - they could not have ascertained the loss/theft/misuse of the payment means before the unauthorised transaction was made, or
    - the loss/theft/misuse of the payment means was due to the conduct of ČSOB;
  - b) in full if it occurred as a result of the Account Holder's / Authorised Account User's fraudulent conduct or owing to the fact that the Account Holder / Authorised Account User breached their obligation, intentionally or due to gross negligence, to use the payment means in accordance with the contract, to protect it (its security features) against loss/theft/misuse and to report the loss/theft/misuse, if applicable, of the payment means to ČSOB without undue delay, except where the Account Holder / Authorised Account User has not acted fraudulently and:
    - the loss was incurred after the Account Holder / Authorised Account User had reported the loss/theft/misuse of the payment means to ČSOB, or
    - ČSOB failed to secure suitable means for reporting it, or
    - ČSOB breached its obligation to demand strong verification of the Account Holder / Authorised Account User.
24. ČSOB shall use the Czech National Bank exchange rate valid as at the relevant date to convert the loss arising from an unauthorised payment transaction that is borne by the Account Holder.
25. If ČSOB refunds the amount of an (allegedly) unauthorised payment transaction to the Account Holder and finds out afterwards that the Account Holder was not entitled to the refund thereof as:
- it was not an unauthorised payment transaction, or
  - the loss from the unauthorised transaction is borne, in whole or in part, by the Account Holder,
- ČSOB may deduct the amount, to the extent to which the Account Holder was not entitled to the refund thereof, from any account of the Account Holder held with ČSOB without the Account Holder's consent.

### **Exchange operations**

26. ČSOB exchanges one currency into another using ČSOB exchange rates valid on the day of the exchange. If the value to be exchanged in CZK exceeds CZK 1,5 million (or the equivalent value in the foreign currency), ČSOB shall use an exchange rate derived from the current exchange rate in the interbank foreign exchange market. In the event of major exchange rate fluctuations in the interbank foreign exchange market, ČSOB may adjust ČSOB exchange rates within a single business day. In the Price List, ČSOB may set a limit on the number of exchange transactions to be executed between multiple accounts of one and the same Client; if the Client exceeds the limit, ČSOB may block the Client's payment means, using which the Client has placed orders to execute the exchange operations.
27. Information on the exchange rates (list of exchange rates) is posted within the premises of all ČSOB branches and on the Website. For an Outgoing payment or Standing payment order involving a currency exchange between the accounts of one and the same Client kept with ČSOB through the e-banking, the exchange rate is communicated to the Client using the e-banking.

28. To convert the transferred amount from the currency of the Client's account, where the Client is a payer, to the transfer currency, ČSOB will typically use the currency – sale exchange rate of the currency being transferred according to ČSOB's exchange rate list in force at the time of the transfer (from ČSOB's perspective, this transaction will amount to selling the transfer currency to the Client). If neither the transfer currency nor the currency of the Client's account is CZK, the exchange rate is determined as the ratio of the currency – purchase exchange rate of the account currency and the currency – sale exchange rate of the transfer currency.

To convert the transferred amount from the transfer currency to that of the Client's account, where the Client is a beneficiary, ČSOB will typically use the currency – purchase exchange rate of the transfer currency according to ČSOB's exchange rate list in force at the time of the transfer (from ČSOB's perspective, this transaction will amount to purchasing the transfer currency from the Client). If neither the transfer currency, nor the currency of the Client's account is CZK, the exchange rate is determined as the ratio of the currency – purchase exchange rate of the transfer currency and the currency – sale exchange rate of the account currency.

29. If the amount of the transfer exceeds EUR 1,000 (or the equivalent in the other currency), the Client, as a payer, and ČSOB may agree on a personalised exchange rate (for a transfer order placed in electronic banking, by telephone through the Client Centre, or alternatively via a ČSOB branch or in paper format in the "further instructions" box). If a personalised exchange rate is approved, ČSOB will affect the exchange at this rate; otherwise, it shall affect the exchange in accordance with the general rules; ČSOB will include information on the exchange rate in the account statement.

## **Non-cash payment services**

### ***General conditions and terms***

30. For payments made in HUF (Hungarian Forint), ČSOB rounds the amounts of the transactions in a standard manner, to figures without decimals.

31. ČSOB transfers funds in CZK and selected foreign currencies, which are listed on the Website.

32. A payment order in paper form may only be submitted to ČSOB at a Point of Sale during its opening hours, either to the relevant employee of the Point of Sale. Where permitted by ČSOB, a payment order may also in certain cases be transmitted to ČSOB in paper format through selected third parties.

33. ČSOB may withdraw its consent to direct debit or a standing order established in favour of an account kept by a bank that no longer exists; ČSOB shall inform the Client thereof.

### ***Domestic payments***

34. Domestic payment services denote transfers of funds in CZK within the Czech Republic.

35. Domestic payment services mainly take the form of:

- a) Outgoing payments (Outgoing payment order may also be given as bulk),
- b) Direct debits (direct debit order may be given as bulk or standing; bulk order is given separately for direct debits on accounts kept by ČSOB and for direct debits on accounts kept by other providers),
- c) standing orders,

36. A payment order must at all times contain the following details, as a minimum:

- a) payer's account number and the code of their provider
- b) beneficiary's account number and the code of their provider
- c) transfer amount, expressed numerically, or determined in another manner agreed with ČSOB
- d) currency (unless specified otherwise in the relevant form)
- e) purpose of the transaction if the amount of the transfer/direct debit is EUR 15,000 or more or the equivalent in a different currency
- f) for a standing order and direct debit on the basis of a standing order, the indication whether an establishment, change or cancellation is required; in the event of order establishment, the payment interval and the first payment date must be specified; in the event of an order change or an order cancellation, the initial order must be identified
- g) the registered telephone number of the beneficiary to be provided for the Outgoing payment, a so-called Payment to contact, instead of the beneficiary's account number and provider code.

37. An Outgoing priority payment order can be executed in CZK only, where the respective amount is debited to the Client's CZK account, and credited to the beneficiary's CZK account with another provider. If an Outgoing priority payment order is placed using a form in printed format with a handwritten signature, the Client must indicate "PRIORITY PAYMENT" in the Instruction for ČSOB. An Outgoing weekend payment can be executed only in CZK, where the respective amount is debited to the Client's CZK account, and credited to the beneficiary's account maintained with ČSOB.



38. An Outgoing instant payment order can be executed in CZK only (currency conversion is not allowed in the case of an instant payment), in the maximum amount of CZK 2,500,000 per transaction, and if the beneficiary's bank enables the acceptance of the payment. ČSOB is entitled to change the amount of the limit per transaction. The Client can verify the execution/non-execution of an Outgoing instant payment in the relevant e-banking service.
39. A Payment to contact order can only be made in CZK (currency conversion is not allowed) in the minimum amount of CZK 1 and the maximum amount of CZK 5,000 per transaction, if the beneficiary's bank accepts such payment and if the beneficiary has a registered phone number. A Payment to contact may be entered as a standard or instant payment in the ČSOB Smart app, and the transfer then takes place according to the way the payment order was entered. In addition to the beneficiary's registered phone number, the Payment to contact order shall also contain the name of the beneficiary's account as it appears in the Register of Telephone Numbers maintained by the Czech National Bank (hereinafter the "Register"). The Client is obliged to check the name of the beneficiary's account, which is automatically added to the order from the Register, in the Payment to contact order before approving the Payment to contact. In case of any doubt as to the accuracy of the beneficiary's account name, the Client shall verify the accuracy of the information with the beneficiary before approving the order.
40. A bulk Outgoing payment order can only be used to transfer amounts in CZK to be debited to the Client's CZK account and credited to the Client's CZK account with ČSOB, or to be credited to the beneficiary's CZK account with another domestic provider.
41. Hard-copy daily standing orders may only be placed for business days (Mon–Fri). Two options are available for electronic daily standing orders: Mon–Fri or Mon–Sun.
42. The Client, as a beneficiary, may use a direct debit order where they have agreed on this payment method with the payer and both accounts are CZK accounts. Direct debit may only be used with regard to domestic payment services. In a direct debit order in printed format, where the amount is to be debited to a payer with another domestic provider, the Client must indicate a due date that comes at least 1 business day after the order is transmitted to ČSOB if the order is transmitted to a bank teller. For a direct debit order transmitted via the e-banking service by the agreed cut-off time, the Client must indicate a due date that comes at least one business day after the transmission of the order.
43. The direct debit is effected against a consent granted by the Account Holder, as a payer (consent to direct debit). In certain cases, the Account Holder may directly grant the consent to direct debit to a third party –beneficiary, who has an account with ČSOB, if so agreed with the beneficiary and ČSOB. A consent to direct debit granted as described above may only be amended or withdrawn by the beneficiary. If the consent to direct debit has been granted using a form in paper format, the Client, as a payer, must sign it using their current Specimen Signature, or authorise it in another manner agreed or specified by ČSOB. A consent to direct debit granted via the e-banking service, or in another manner authorised by ČSOB, shall be confirmed by the Client in the manner agreed for the specific payment means concerned.
44. A consent to direct credit must at all times contain the following data, as a minimum:
  - a) Client's account number, where the Client is the payer, and ČSOB's code
  - b) beneficiary's account number and the code of their provider (does not apply to SIPO direct debit)
  - c) limit and period, to which it applies (i.e., the maximum amount that may be debited to the Client's account under a direct debit order during the selected period; ČSOB may set the maximum limit).Other mandatory data may be determined, for example for SIPO direct debit or direct debits established in favour of specific beneficiaries.
45. Czech Post always informs the Account Holder about the amount of SIPO direct debit in advance. ČSOB executes SIPO direct debit on two dates. If the funds on the account are insufficient on the first date, direct debit is attempted again on the second date. If the funds are still not sufficient on the second date, the direct debit is executed.
46. The Client shall be obliged to terminate a consent to SIPO direct debit unless they use the account kept with ČSOB for direct debits.
47. ČSOB may cancel a consent to direct debit if no payment transactions have been executed on this basis during the last 12 calendar months; ČSOB shall inform the client thereof.

### **Foreign payments**

48. Foreign payment services denote transfer of funds from/to abroad and transfers of funds in a foreign currency within the Czech Republic.
49. ČSOB executes international transfers of funds and transfers of foreign currencies within the Czech Republic against Outgoing payment orders and standing transfer orders.
50. A payment order must at all times contain the following data, as a minimum:
  - a) account number, account name – name and surname and address of the payer (ČSOB will complete the payer's address for international payment orders according to the address from the client's proof of identity provided by the client for identification purposes)

- b) account number, account name – name and surname/name/business name and address of the beneficiary
  - c) name and address of the beneficiary's provider, BIC or the national payment code
  - d) transfer amount, expressed numerically, or determined in another manner agreed with ČSOB
  - e) currency (ISO code)
  - f) purpose of the transfer (regardless of the amount transferred). ČSOB suggests that the purpose of the transfer is specified in English.
  - g) charging code (as defined in the "DEFINITION OF CERTAIN TERMS" section)
  - h) for a standing transfer order, the indication whether an establishment, change or cancellation of the order; in the event of a Standing order establishment, the payments interval and the first payment date must be specified and the required type of change and the effective date of the Standing order change/cancellation must be identified.
51. For a transfer to EU/EEA Member States, the Client shall enter:
- a) the beneficiary's account number in the IBAN format
  - b) the beneficiary's provider's BIC (except for SEPA payments)
  - c) the SHA charging code.
52. The Client shall enter the SHA charging code in case of a transfer order in any currency to an account maintained at ČSOB or ČSOB SK.
53. For a transfer to countries that are not EU/EEA Member States or for transfers in non-EU/EEA currencies, ČSOB cannot guarantee that the charging code will be respected by the intermediary bank or the beneficiary's bank. Where the intermediary bank does not respect the charging code specified, the amount transferred may be reduced by the fees charged by the intermediary bank.
54. ČSOB recommends that the purpose of the transfer be indicated in the English language. ČSOB is not responsible for the intermediary banks' or the beneficiary's provider's failure to process a payment order, or for any additional expenses the banks may incur as a result of not being able to understand the specified purpose of the transfer.
55. For international transfer and for transfers in foreign currencies, ČSOB may determine the method the transfer will be executed and use correspondent relationships of their choice and at their discretion.
56. ČSOB has the right not to execute a transfer in a currency that is not listed in the ČSOB exchange rate list, or in a currency, with regard to which there are no correspondent relationships established between the beneficiary's provider and ČSOB.
57. ČSOB has the right not to execute a payment transaction from/into a country that figures in the list of risk and non-collaborating jurisdictions or a country in relation to which the current KBC Group Embargo Policy available on the Website (ČSOB section, CSOB Policies) restricts the execution of payment transactions.
58. ČSOB is not responsible for the time limits, method and quality of processing of payment transactions by other providers. Further, ČSOB is not responsible for any additional expenses and costs incurred by other providers and may charge them to the payer's account.
59. If a payment order placed under a system of international payment services does not contain the name and address of the beneficiary's provider, BIC, national payment code, the purpose of the transfer or the charging code, or if any of these data is illegible or incorrect, ČSOB may contact the Client by telephone and ask them to add to or clarify such information. The phone conversation between ČSOB and the Client will be recorded. If, following such notification by ČSOB, the Client adds to, corrects or clarifies the data over the phone or by e-mail (as requested by ČSOB), the very act will be regarded as an expression of the Client's will and it will replace their original expression of will made in the respective payment order with regard to the information additionally provided by the Client.
60. ČSOB is entitled to change:
- a) Charge code entered by Client to mandatory charge code SHA in case of payment to EU/EEA Member States
  - b) BIC code entered by Client to BIC derived from IBAN account number in case of payment to EU/EEA Member States
  - c) Charge code entered by Client to mandatory charge code SHA in case of payment within ČSOB or to ČSOB SK in any currency
61. Intermediary providers in EU/EEA Member States, may—for transfers to such Member States—refuse or return the transfer to the payer's provider or require additional charges from the payer if the beneficiary's account number is not indicated in the IBAN format (including where an invalid or an incorrect IBAN is indicated), or in the absence of the beneficiary's provider's BIC (including where an invalid or an incorrect BIC is indicated, except for SEPA payments where the BIC is not required), or if no SHA charging code is not indicated.

62. A payment order, on the basis of which ČSOB is to credit a transferred amount from a foreign account or a payment in a foreign currency, must contain the unique identifier of the Client as the beneficiary, i.e., either their bank account number in the valid IBAN format or the standard account number and the beneficiary's account name.
63. ČSOB may refuse/return the transfer amount to the payer's provider if the payer is not sufficiently identified using the account number (in the IBAN format for transfers from EU/EEA Member States), or another identifier and name/business name and address.
64. For transfers from EU/EEA Member States, ČSOB is entitled to change the fee payment code provided by the payer to the SHA fee payment code, which is mandatory for payments within the EU/EEA. For such transfers, ČSOB may also refuse or return the transfer amount to the payer's provider if the following data is not indicated:
- account number of the Client as the beneficiary, in the IBAN format
  - unique identifier of ČSOB as the beneficiary's provider (BIC)
  - SHA charging code.
65. For transfers from EU/EEA Member States in these States' currencies, ČSOB will transfer the amount in favour of the account of the Client, as the beneficiary, on the same day, and in the currency of other states at the latest on the following business day after the transfer amount has been credited to ČSOB account and ČSOB has received from the payer's provider the documents necessary for the amount to be credited to the Client's account.
66. ČSOB may debit an amount transferred from abroad, and an amount transferred in a foreign currency within the Czech Republic against the account of the Client as a beneficiary if the amount transferred has not been credited to a ČSOB account kept with a correspondent bank, and, further, if the transfer amount has been credited to the account of the Client, as an unauthorised beneficiary, as a result of an incorrect execution of a payment transaction by ČSOB.

## **Cash payment services**

### **General conditions and terms**

67. At selected ČSOB branches that provide cash services, ČSOB accepts cash deposits and enables cash withdrawals in CZK and in selected foreign currencies listed in the currency section of the ČSOB exchange rate list. Foreign currency coin deposits are limited to certain currencies and denominations only. Cash deposits and cash withdrawals are available only for accounts in CZK and foreign currencies listed in the currency section of the ČSOB exchange rate list. Accounts in other foreign currencies are intended for non-cash payments only. An overview of these foreign currencies is provided on the Website.
68. Cash deposits and cash withdrawals in CZK can be made at Czech Post branches, at selected Czech Post branches also in EUR. Deposits of coins in EUR is limited to certain values only.
69. At its branches, ČSOB only accepts slightly damaged foreign currency banknotes when the same are deposited to the account by the Account Holder or the Authorised Account User, against a fee indicated in the Price List. The severity of damage exhibited by foreign currency banknotes shall be assessed by an employee of ČSOB. ČSOB shall replace damaged CZK banknotes and coins in accordance with the applicable legal regulations.
70. ČSOB may impose limits on certain cash transactions, or exclude them altogether – the offer of cash services currently provided is posted in the premises of ČSOB branches and on the Website. Individual Czech Post branches are also entitled to limit/specify terms and conditions for the execution of cash transactions.
71. For any cash payment transaction at a ČSOB branch, ČSOB may require the Client to present their identity card.
72. The Client shall be informed of the execution of any cash payment transaction via a cash receipt, or a receipt from an ATM, and sending a statement.
73. On receiving a cash receipt confirming the execution of a cash payment transfer, the Client must check its correctness and request any correction at the latest before signing the receipt or before signing the cash withdrawal document. The Client shall confirm the correctness of the payment transaction executed by attaching their signature. After the Client has left the counter, the payment transaction may no longer be cancelled.
74. For foreign currencies, ČSOB does not exchange banknotes of one denomination for another.

### **Cash deposit**

75. ČSOB accepts cash deposits at selected ČSOB branches, via cash-in machines and at Czech Post branches, using selected types of payment cards, slips or using other mechanisms as specified in the conditions and terms of Czech Post.
76. For a cash deposit of more than CZK 50,000 or an equivalent value in a foreign currency, or for a deposit of more than 50 coins, ČSOB may require a filled-out form listing the banknotes and coins. ČSOB may also require a filled-out form listing the banknotes for an exchange of cash executed in CZK only. The Client is obliged to have

the deposited or exchanged cash duly sorted based on the nominal values of the banknotes and coins in the currency in question.

77. If, during a cash payment transaction at the counter, a banknote or a coin exhibiting non-standard damage is seized or suspected of having been altered or counterfeited, a document shall be issued to the Client confirming that the banknotes or coins have been seized in accordance with the applicable legal regulations. If a cash payment transaction is executed via a cash-in machine and if some of the banknotes used are tentatively evaluated by the cash-in machine as damaged or suspected of having been altered or counterfeited, the value of the banknotes may be credited to the Client's account only after they are investigated by ČSOB. If the value of such banknotes is credited to the Client's account in full without investigation, ČSOB is entitled to temporarily block the amount on the account corresponding to the value in question, until the completion of the investigation. If the banknotes are subsequently evaluated as damaged in an unusual way, altered or counterfeited, ČSOB must seize such banknotes and inform the CNB accordingly. ČSOB will issue a letter of confirmation on such banknotes to the Client. The value of the seized banknotes will be debited to the account, to which the payment card has been provided and through which the deposit has been made at the latest within 30 days of the deposit through a cash-in machine.

### **Cash withdrawal**

78. The Client makes a cash withdrawal from the account upon submission of an identity card and:

- the relevant cash voucher determined by ČSOB (if required by ČSOB) at ČSOB branches, or
- by means of a payment card or a pay cheque at Czech Post branches. By a single pay cheque, no more CZK 250,000 (inclusive) can be withdrawn.

The cash voucher or the pay cheque must be signed in accordance with the valid Signature Specimen.

79. The Client shall always confirm the receipt of the funds by attaching their signature to the specified withdrawal document.
80. When withdrawing cash using a payment card at Czech Post, the Client must enter the PIN to authorise the payment order. The Client may be requested to produce proof of ID. The Client must agree with the relevant Czech Post branch on the conditions of withdrawing a larger amount of money; otherwise, the Czech Post branch may reduce the cash withdrawal amount or reject the withdrawal.
81. Pay cheques may be used to withdraw cash from selected current accounts at Czech Post branches. Cash may be withdrawn by means of a pay cheque upon the submission of the pay cheque and upon the verification of the access authorisation of the Account Holder or the Authorised Account Users to dispose of the funds in the account, with only the current access authorisation of the Account Holder or the Authorised Account Users being valid, regardless of the data printed on the pay cheque.
82. If the amount of cash to be withdrawn exceeds the limit set by ČSOB, ČSOB may require that the withdrawal be announced to it by the specified deadline; this also applies to the sum of specific cash withdrawals made from a single Client's accounts during the same business day. The limits on cash withdrawals and the deadlines and rules for announcing them in advance are posted in the premises of ČSOB branches and on the Website. ČSOB's obligation to have the ordered cash available for the Client expires with the lapse, in vain, of the determined withdrawal date.
83. The Client must agree with the relevant Czech Post branch on the conditions of withdrawing a larger amount of money; otherwise, the Czech Post branch may reduce the cash withdrawal amount or reject the withdrawal.
84. For cash withdrawals where the exact number of banknotes and coins of specific denominations is determined, ČSOB may require the submission of a document listing the banknotes and coins 3 business days in advance.
85. For withdrawals of cash in a foreign currency, ČSOB is entitled to request notification of this within the specified deadline even if the cash withdrawal is lower than the limit of the given branch, or even if no limit has been set by the branch. ČSOB is not obliged to keep the required composition of banknotes and coins.
86. The Client is obliged to recalculate the cash paid out to them. Complaints applied after the Client takes over the cash and leaves the counter will be disregarded.

## **IV. SPECIAL ARRANGEMENTS RELATING TO SAVINGS ACCOUNTS**

### **General conditions and terms**

1. The rights and obligations not regulated in this section shall be governed by the arrangements of the other parts of the present Conditions and Terms.
2. In connection with keeping a savings account, ČSOB shall be entitled not to provide the following payment services:
  - direct debit (including SIPO direct debit)

- transfer of funds abroad
- Outgoing priority payment
- Outgoing instant payment
- Standing order
- Providing a payment card.

A foreign currency savings account may only be used to transfer funds to an account in the same currency, which is kept with ČSOB. Cash withdrawal from a savings account in a foreign currency is possible only at selected branches of ČSOB. Cash can be withdrawn from a savings account in the Czech currency at selected ČSOB branches and all Czech Post branches.

3. ČSOB does not issue Documents for savings accounts for the disposal of funds on the account.
4. If the following is not credited to the savings account within 6 months of opening the savings account:
  - a) the first deposit, if agreed;
  - b) no deposit in other cases;

and the Client does not have a current account with ČSOB, the savings account contract expires upon the lapse of the aforementioned time limit.

5. If the contract is terminated by the Account Holder, the notice period is identical to that for cancelling the deposit, starting on the day the notice of termination is delivered to ČSOB. Unless the notice period for cancelling the deposit is agreed, the notice of termination of the contract becomes effective on the day of its delivery to ČSOB, except where submitted at a Czech Post branch, when it becomes effective no later than on the 5th day after the day of its submission. If the savings account contract is terminated, no additional funds may be credited to the account during the notice period.

### **Deposit cancellation**

6. If a deposit is cancelled in relation to a certain type of a savings account, ČSOB will only execute a payment order leading to the disposal of the account funds after the notice of cancellation is delivered to ČSOB, and—where a notice period has been agreed—generally after the lapse thereof.
7. The cancellation may be served in writing, in paper format, at any Point of Sale, by submitting the notice to an employee, or via the e-banking service, where the Bank provides for such action. The deposit may also be cancelled in part.
8. Unless the Client specifies a later date, the notice period of the deposit starts:
  - a) if the notice is submitted in paper form via
    - aa) a ČSOB branch, on the delivery date
    - ab) a Czech Post branch, no later than on the 5th business day following the delivery date (applicable to savings accounts with a one-day notice period)
  - b) if the notice is submitted via the e-banking service, on the delivery date.
9. Multiple deposit cancellation notices may be served in relation to a single savings account, provided that the total sum of the amounts cancelled do not exceed the current savings account balance, reduced, as the case may be, by an amount corresponding to the minimum balance, where relevant (hereinafter referred to as the **"Available Balance"**). A minimum time interval must be respected between individual deposit cancellations, namely 7 days for a cancellation with cash withdrawal, and 1 day for a cancellation with wire transfer of the funds.
10. With the lapse of the notice period for a deposit cancellation, ČSOB shall dispose of the savings account funds, to which the cancellation applies, according to the Account Holder's or Authorised Account User's directions. The directions may be as follows:
  - a) where the deposit is cancelled in paper format
    - aa) Outgoing payment to a ČSOB account kept in the currency of the savings account, or to another CZK account with another financial institution,
    - ab) A cash withdrawal made at a ČSOB branch (funds can be withdrawn within the disposition period, which is 7 seven calendar days, i.e. the last day of the notice period + 6 subsequent calendar days), or via a cheque voucher at a Czech Post branch.
  - b) where the deposit is cancelled via the e-banking service
    - ba) Outgoing payment to an account according to the Client's instructions, or to an account offered by the e-banking service in line with the disposition authorisation.
11. Unless the Account Holder or Authorised Account User disposes within the disposition period with the funds on the account by any of the above-stated means, or if the Outgoing payment order proves non-executable, the deposit cancellation shall be rescinded.

12. The Account Holder or Authorised Account User may also withdraw in cash/transfer the savings account funds without cancelling the deposit. If that is the case, ČSOB shall charge a premature cash withdrawal fee as specified by the Price List, as in force.

#### **Preferential interest and premium**

13. ČSOB may provide preferential interest rates (premiums, bonus interest rate, etc.) for certain types of savings accounts on the fulfilment of the relevant conditions. The amount of the premium interest rate is specified in the relevant Notification.

The method of determining the bonus interest rate and the conditions for obtaining it are set out in the Notification of ČSOB laying down the conditions and amount of the bonus rate. The amount of the bonus interest rate will be announced for the relevant period of validity, and changes to the bonus interest rate will be published by ČSOB at least 14 days before the change takes effect at [www.csob.cz/uroky](http://www.csob.cz/uroky).

14. Unless specified otherwise below, ČSOB evaluates compliance with the requirements specified for the preferential interest rate in respect of the last calendar month always on the 6th day of the following month; if the requirements are met, the preferential interest rate may be applied from this day until the 5th day of the following month.
15. If the Client has several savings accounts, established within the entire ČSOB, to which the preferential interest rate may be applied, the preferential interest will be applied to one savings account only. Unless the Client specifies the savings account to which he wishes that the preferential interest rate be applied, the latter shall be applied to the oldest of them. The Client may only change the account to which the preferential interest rate is applied at a branch, or—where permitted by ČSOB—over the phone via the Client Centre.

#### **Special regulations applicable to individual products**

16. The provisions below take precedence over the general provisions of this section.

##### ***Duo Profit and Duo Profit Plus (Duo Profit Plus is no longer be offered from 1 December 2017)***

17. Duo Profit and Duo Profit Plus represent a combination of a savings account and an investment in mutual funds or the Maximal Invest one-time life insurance.
18. Subject to the agreed conditions, there is no limit on the number of accounts to which the preferential interest may be applied.
19. Contracts agreed as of December 1st. 2017 will be terminated after 1 year from
- provision of advantage
  - contract agreement if advantage was not given

ČSOB sends balance of terminated account to an account agreed at the contract (if not agreed different).

20. Unless the first deposit is credited to a Duo Profit Plus account within 60 days of the account opening date, the contract will be terminated with the lapse of the 60th day.
21. The savings account balance must not exceed the agreed amount of the maximum balance and at the same time in the Notification specified percentage of the sum of the balance and the related investment amount (i.e. the amount invested in the selected mutual funds must be equal to or higher than the agreed amount of the maximum balance; ČSOB may return to the payer's account any incoming payment made, which would cause the balance amount to exceed the limit.
22. Preferential interest is provided for a 1-year period no later than from the submission of the Account Holder's instructions to purchase an investment.
- If the instruction to purchase an investment is not submitted within 30 days of concluding the contract, ČSOB will not provide preferential interest.

##### ***Premium savings account (the product is no longer offered since 19 January 2015)***

23. For the premium savings account, ČSOB will credit a premium to the Client at the end of each calendar half-year.
24. The premium amount shall be calculated on the basis of the lowest account balance recorded during the calendar half-year concerned, using the premium rate specified in the respective Notification as in force on the first day of the calendar half-year. For a newly opened savings account, the premium amount shall be calculated on the basis of the minimum account balance recorded during the period of time between the account opening day and the last day of the calendar half-year, during which the account was opened, and on the basis of the premium rate specified in the contract.
25. The only permissible manoeuvre available for a premium savings account is a wire transfer order to a CZK account kept with a provider in the Czech Republic.

**Red Account** (the product is no longer offered since 1 December 2017)

26. No Authorised Account User can be authorised to dispose of funds on the account.
27. Wire transfers from the account can be made up to the amount of the Available Balance, either through a payment order in paper format at all Points of Sale or through e-banking services, to the benefit of accounts with ČSOB and to the benefit of no more than 2 pre-determined CZK accounts maintained by another domestic provider (hereinafter the “**Account Credited**”).
28. The Account Credited can be changed once in 3 months through via the e-banking service determined by ČSOB or a written form at all Points of Sale.
29. ČSOB enables the repayment of selected ČSOB loan products from the account.

## V. ACCOUNT STATEMENTS

1. The Account Holder shall be informed of any payment transaction executed, any payment credited or any fees debited through sending an account statement in the agreed manner, in the agreed form and in the agreed interval. By default, ČSOB sends account statements in electronic format, via the e-banking, once a month. If no transactions have occurred during the effective period, no account statement is sent.
2. The form and method of the statements and the frequency of sending thereof may be changed at the Account Holder's request. If the Account Holder opts for other than the standard regime of receiving the account statement, ČSOB may charge fees in accordance with the Price List.
3. 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 anti-virus 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.
4. 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.
5. The emails with statements are sent 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 statements. If an account statement cannot be delivered, ČSOB may change the sending method from electronic statements to hard-copy statements sent to the address notified to ČSOB by the account holder.
6. The Account Holder is required to immediately check any 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.
7. As for minor Account holder / Account holder with limited legal capacity, the account balance statements in paper form are sent to the address specified by the legal representative / legal guardian.
8. If it is agreed that account statements are sent via Internet Banking, and the contractual relationship is terminated, the last statement for the corresponding account will be sent to the Account Holder via email, if an email address has been provided to ČSOB by the Account Holder, or in a printed form to the postal address provided to ČSOB by the Account Holder.
9. Where it has been agreed that the statement shall be sent via e-banking and the contractual relationship regarding e-banking services is terminated, the account statements shall thereafter be sent to the Account Holder by email, if the Account Holder has provided their email address to ČSOB, or in paper format at the correspondence address communicated by the Account Holder to ČSOB.
10. ČSOB also sends the Account Holder the account statement for the period from the termination of the contractual relationship to the settlement of the mutual rights and obligations and account cancellation, via email, if an email address has been provided to ČSOB by the Account Holder, or in a printed form to the postal address provided by ČSOB by the Account Holder.
11. After the end of each calendar year, ČSOB shall inform the Account Holder of the balance of funds at the account via the December account statement, or in another appropriate manner, where relevant. Where it has been agreed that the Client will collect the account statements in person at a ČSOB branch, ČSOB may send the balance notices to the Account Holder to their permanent residential address communicated in the account contract.
12. Where the account statements are collected by the Client in person at a ČSOB branch, ČSOB may discard any non-collected account statements for the past calendar year after the lapse of 3 months from the end of the

calendar year. ČSOB may change the method of sending the account statements from personal collection at a ČSOB branch to any other method at any time.

13. ČSOB will provide the Account Holder with an overview of the remuneration for the services provided for the previous calendar year (fee statement) by the end of February.

## **VI. MUTUAL COMMUNICATION**

### ***General conditions and terms***

1. Communication between ČSOB and the Client shall take place in the Czech language unless otherwise agreed, namely:
  - a) personal visit to a Point of Sale
  - b) over the phone / by text messages
  - c) by correspondence (in paper format)
  - d) electronically (in particular via the e-banking service, by email or a data box message)
  - e) via a phone call to the Client Centre.ČSOB may communicate with the Client via a data box if ČSOB is able to verify the Client's identity and if all requirements for the corresponding legal action are fulfilled.
2. ČSOB may use all Client's contact data for communication with the Client (addresses, emails, phone numbers) communicated to it by the Client at the time of establishing the contractual relationship and in the course thereof.
3. Documents addressed to the Client may be collected at ČSOB by the Client (Account Holder or Authorised Account User), or other duly authorised persons.
4. Documents addressed to ČSOB shall be deemed delivered once they are delivered to any ČSOB branch.

### ***Delivery of notices via a postal service provider***

5. ČSOB may send documents delivered by a postal service provider to the Client:
  - a) to the correspondence address communicated by the Client
  - b) 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
  - c) to another agreed address; the agreed address may not be poste restante, an address outside the territory of the Czech Republic or the address of a Point of Sale
  - d) to the residential address if communicated by the Client to ČSOB.
6. 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 Czech Post branch and through the Client Centre or e-banking. If ČSOB accepts the request, the new correspondence address will be applied by ČSOB within 5 business days from the submission of the request. Any change in the correspondence address of a selected ČSOB Group entity shall be applied in accordance with the relevant company's terms.
7. ČSOB shall send (provide) 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, always to their legal guardian, possibly also to a minor Client or Client with limited legal capacity.
8. The Client shall arrange for the receipt of consignments at the above addresses, and any breach of this obligation shall be considered a wilful frustration of delivery. For consignments sent to an agreed address solely to the addressee or with a delivery note which are returned to ČSOB as undeliverable (irrespective of the reason), the effects of delivery shall occur on the day of their return to ČSOB. Consignments sent to an agreed address shall be deemed delivered to the Client on the 3rd business day following the date of dispatch for consignments sent to a place within the Czech Republic, and on the 15th business day following the date of dispatch for consignments heading abroad. If a document sent to the Client is returned as non-deliverable, ČSOB may suspend sending all correspondence relating to the account.

### ***Translations and legalisation***

9. For documents served in any language other than Czech, ČSOB may require that the Client acquire a certified translation into Czech at their own expense. ČSOB shall not be liable for any delay in the execution of a service or an order due to the need to have the document translated.



10. If the Client submits a foreign public document or a foreign 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 an employee of a Point of Sale, using a specified form.
12. ČSOB shall have a reasonable period of time, generally 10 business days, to review any documents submitted under unusual circumstances (e.g., foreign public documents, letters of authorisation, documents relating to the death of the Account Holder, trust succession, trust funds, etc.). In the event of more complex situations, ČSOB may extend the above time limit. It shall inform the Client of the extension at any time.

## **VII. CONCLUDING PROVISIONS**

### ***General conditions and terms***

1. If the framework agreement (or a part thereof) has also been prepared in a language other 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. ČSOB Group companies may in particular use the Confidential Information with a view to serving the Client and providing customer care, including their marketing efforts and offering trades and services provided by the ČSOB Group and their business partners, for example in the form of commercial email notifications. ČSOB may further disclose the Confidential Information to business partners who have been entrusted with the performance of certain activities or who offer, sell or operate ČSOB Group products for the purpose of the fulfilment of business contracts, including the settlement of claims.
4. With the Clients' consent, ČSOB may provide their Banking Information to third parties at 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 Points of Sale.
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 evidence in the event of a dispute. Recording of phone calls by ČSOB is also required by some legal regulations.
7. The terms and the other contractual arrangements forming the framework contract shall also be binding upon other persons who use the account, payment means or payment service, e.g. upon Authorised Account Users. The Account Holder undertakes to familiarise such persons with the content of the framework contract and with the Information on personal data processing.

### ***Amendments to the framework agreement***

8. ČSOB may propose to the Client to amend to a reasonable extent the framework agreement (i.e. to amend the actual account contract, the present Conditions and Terms, or other contracts, under which the related payment services are provided to the Client, and the conditions applicable to such services, the Price List and any other arrangements comprising the framework agreement within the meaning of the PTA) due to changes in legislation, its interpretation or changes in standards applicable to the banking market; changes in the situation on financial markets or the banking services market; developments in market and risk indicators, including capital adequacy requirements; developments in the technology and security of banking services; optimisation of banking products and services or changes in ČSOB's business policy. The amendment may apply to the framework agreement as a whole, or to any of its parts. Where appropriate with regard to the scope of the amendment, ČSOB shall post the draft amendment within the premises of its branches and on the Website at the latest 2 months before the anticipated effective date of the amendment. ČSOB shall inform the Client of the proposed amendment within the same time limit, generally via sending of a statement, through the e-banking, by email (to the last email address communicated by the Client) or through a data message. Where Internet Banking is the notification channel, ČSOB notifies the Client that the proposed change has been published in Internet Banking by sending an email message (to the last email address communicated by the Client) or a short text message. Unless the Client refuses the proposed amendment by its effective date, they shall be deemed to have accepted the amendment.

If the Client refuses the proposed amendment before its effective date, they have the right to terminate the contract affected by the amendment at no charge and with immediate effect.

9. By way of derogation from the previous clause, ČSOB and the Client agree that ČSOB may unilaterally amend the framework agreement or a part thereof in the event that the amendment made for the reasons specified in the previous clause does not have any negative impact on the Client in terms of the parameters and price conditions applicable to the product, service or payment means concerned.

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 Points of Sale.

10. The account contract may also be amended upon mutual agreement between ČSOB and the Account Holder through a prescribed form or, if possible, the e-banking, or in another manner agreed between ČSOB and the Account Holder. If the Account Holder requests a change of the account contract through a form or the e-banking and ČSOB accepts the proposed change, the change will be made (will become effective) within 10 business days following the day of submission of the proposal if the change concerns the settings of the service for sending statements or transition to another account type, otherwise within 5 business days following the day of submission of the proposal. The Account Holder shall be notified if ČSOB rejects the proposal to change the contract.

### **Transitional arrangements**

11. Since 1 April 2016, it is no longer possible to restrict the disposal rights to funds on an account to the benefit of a specific person. Restrictions of disposal rights established before 31 March 2016 continue to be subject to the relevant provisions of the Conditions for Poštovní spořitelna Current Accounts for Natural Persons – Citizens dated 1 April 2015.

### **Effect**

12. The Conditions and Terms become effective on 1 July 2025 and supersede the Pre-contract Information and Conditions and Terms for Accounts and Payments – People effective from 1 November 2024. If the contractual documentation or other relevant documents related to the subject matter of these Conditions and Terms refer to Pre-contract Information and Conditions and Terms of Poštovní spořitelna for Accounts and Payments – People, this shall mean references to the present Conditions and Terms on and after 1 November 2020.

## **VIII. CLARIFICATION OF CERTAIN TERMS**

Below are some of the important terms and abbreviations that appear in the Conditions and Terms, as well as the unified denomination of the payment account services that ČSOB is legally obliged to use.

### **Current market rate**

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

### **Banking information**

Information that contains the Client's identification data, the term of their contractual relationship with ČSOB, basic information on the account (whether the account is active and whether the account balance is positive), ČSOB's position on the Client's financial liabilities to ČSOB (whether the liabilities are properly repaid in a timely fashion), an evaluation of the Client's credibility and, where appropriate, recommended business connections.

### **BIC (Bank Identifier Code)**

Provider's (bank's) swift address which allows the provider to be identified uniquely within the country concerned.

### **Biometric signature**

Handwritten signature using a special device (tablet, signpad) that captures not only the graphic form of the signature but also its dynamic elements (e.g., pressure, speed).

### **Residential address**

The address at which the Client permanently resides (except for certain circumstantial changes).

### **ČSOB SR**

Československá obchodní banka, a.s., registered office Michalská 18, 815 63 Bratislava, business ID no. (IČO) 36854140

### **Due date**

The day determined by the Client as the one, on which funds are to be debited to their account; the due day may come before the receipt of the payment order.

### **Confidential information**

Information on the Client that ČSOB has obtained in connection with the provision of services, which is subject to the confidentiality obligation.

### **KBC Group's Embargo Policy**

Restrictive measures applied by KBC Group against states, certain territories, organisations and natural and legal persons who violate human rights, international law, engage in or are suspected of engaging in criminal activities, terrorism, money laundering, etc. Restrictions are generally the result of sanctions and embargoes by international organisations (e.g. the EU or UN) or national legislation; however, KBC Group, as part of its responsibility to its clients and supervisory authorities for the lawful and ethical conduct of its business, and taking into account the principles of social responsibility, may extend the restrictive measures and apply stricter policies than those required by law.

### **IBAN** (International Bank Account Number)

International Bank Account Number, which allows the account number with the respective provider (bank) of the beneficiary within the country concerned to be uniquely identified.

### **Providing information on the payment account**

A payment service provided through a third party having an appropriate authorisation to whom ČSOB conveys information about the Client's payment account.

### **Client**

A non-entrepreneurial natural person,

- a) who has expressed their intention to establish a contractual relationship with ČSOB aimed at providing services
- b) to whom ČSOB provides services on a contractual basis
- c) who is authorised to dispose of the account funds or who transmits the right to dispose of the accounts to ČSOB in any form

### **Client Centre**

Phone support service provided to Clients via a client helpline.

### **Charging codes for international payment services**

#### **OUR**

If the Client is the payer, they cover both ČSOB's and the beneficiary's provider's fees; possibly of intermediating providers.

If the Client is the beneficiary, they do not cover any fees and shall receive the amount transferred in the original amount according to the payer's instructions, except for the agreed change of the payment code to SHA. The original payer is charged a fee as per the Terms and Conditions for Bank Correspondents of 1% of the amount transferred, min. CZK 300, max. CZK 2,000.

(The above mentioned applies only if the other providers follow the rules for this code of fees, which cannot be guaranteed by ČSOB.)

#### **SHA**

If the Client is the payer, they will only bear the fees charged by ČSOB; any fees charged by the beneficiary's provider shall be borne by the beneficiary.

If the Client is the beneficiary, they will only bear the fees charged by ČSOB; any fees charged by the beneficiary's provider shall be borne by the payer.

The Client shall receive the initial transfer amount as instructed by the payer, reduced, as the case may be, by the fees charged by any intermediary providers. The SHA charging code is mandatory for payments from/to EU/EEA member states. Similarly, SHA is the only possible code for charging transfers in favour of a ČSOB client in the Czech Republic and Slovakia in all currencies. Additional fees charged by intermediary banks may be collected from the payer with regard to SHA Outgoing Payments lower than the permitted minimum amounts defined by the intermediary banks.

#### **BEN**

If the Client is the payer, the Client does not pay any fees; the beneficiary will receive the amount transferred, reduced by ČSOB's fees according to the Terms and Conditions for Bank Correspondent of 1% of the amount transferred, at least CZK 300, but no more than CZK 2,000, and will also pay the fees of its provider.

If the Client is the beneficiary, they will bear both the fees charged by ČSOB and any fees charged by the beneficiary's provider. The Client shall receive the transfer amount reduced by the payer's provider's fees and, as the case may be, by the fees of any intermediary providers. Additional fees charged by intermediary banks may be collected from the payer with regard to BEN Outgoing Payments lower than the permitted minimum amounts defined by the intermediary banks.

### **Cut-off time**

A certain point in time during a business day, as agreed between ČSOB and the Client, which is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

### **Account Holder**

A non-entrepreneurial natural person, with whom ČSOB has entered into an account contract.

### **Indirect giving of a payment order**

A payment service provided through a third party having an appropriate authorisation which consists in giving a payment order to Outgoing payment from the payment account of the Holder thereof via the Internet. As part of the service of Indirect setting up of a payment order, it is possible to place a Standing order for domestic payments.

**Notification**

Notification of Československá obchodní banka, a.s., laying down the interest-related conditions applicable to deposits and credits in CZK – citizens and/or Notification of Československá obchodní banka, a.s., laying down interest-related conditions applicable to foreign currency deposits and credits – citizens, available on the Website and at each Point of Sale.

**Notification of ČSOB laying down the conditions and amount of the bonus rate**

A document describing how the bonus interest rate for Savings with Bonus is determined and laying down the conditions for obtaining the rate.

**Payment to contact**

This is a domestic one-time payment order entered in the ČSOB Smart app with the indication of the beneficiary's unique identifier, which is the registered phone number instead of the beneficiary's account number.

**Payer**

A person to whose account funds are to be debited to execute a payment transaction, or who makes a cash deposit to execute a payment transaction.

**Branch cash desk hours**

Hours set for cash acceptance at cash branches within the branch opening hours.

The opening hours of a branch on a business day.

**Transfer**

The aggregate denomination for any of the following non-cash payment transactions (including their possible variants): a) outgoing payment, b) incoming payment, c) standing order, d) direct debit.

**Beneficiary**

A person to whose account funds are to be credited in accordance with a payment order, or to whom funds are to be paid out in cash in accordance with a payment order.

**Price List**

The ČSOB price list for natural persons – citizens, including its components, available on the Website and at all Points of Sale.

**SEPA payment**

SEPA payment is a payment in EUR within the SEPA stating the payer's and payee's account numbers in the IBAN format and the SHA code. A list of SEPA countries is available from [www.csob.cz/sepa](http://www.csob.cz/sepa).

**ČSOB Group**

ČSOB Group means ČSOB and entities forming a business grouping along with ČSOB. For the current list please refer to [www.csob.cz/skupina](http://www.csob.cz/skupina).

**KBC Group**

KBC Group NV, with its registered office at Havenlaan 2, B-1080 Brussels, Belgium, reg. no. 0403.227.515, and the entities forming a business grouping along with KBC Group NV.

**Consent to direct debit**

The Account Holder's consent to direct debits of funds to their account in favour of a beneficiary's account in accordance with the beneficiary's order; the Account Holder grants the consent to ČSOB, or directly to the beneficiary, if so agreed by the beneficiary and ČSOB.

**Permanent residential address**

The address indicated in the proof of ID.

**Cash deposit**

The Client deposits money into the account in cash.

**Handwritten signature**

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

**Website**

Website of ČSOB available at [www.csob.cz](http://www.csob.cz).

**Correspondence address**

The address the Client has communicated to ČSOB as the address, to which their correspondence is to be sent.

**Uniform denomination of services associated with a payment account:**

The denomination in the below-mentioned basic forms and with the initial capital letter is only used in the Conditions and Terms when it is suitable for the text's clarity.

**Direct debit**

One-off or repeated transfer of funds from the Client's account as a payer to another account on the basis of a beneficiary's order. The Client must agree with direct debit. Special types of direct debit are SIPO and SEPA direct debit. If the Client is the beneficiary (the Client orders direct debit), the term "direct debit" is used without the initial capital letter.

**Internet banking**

A service that allows controlling your account via the Internet. ČSOB provides e-banking (including the ČSOB Smart app) for e-banking services. If the term "electronic banking service (s)" is used in the Conditions and Terms, it means e-banking.

**Outgoing payment**

One-off transfer of funds from the Client's account to another account based on their order. An Outgoing payment can also be instant or priority. For an Outgoing payment, for which a payment order has been given indirectly (through the indirect payment order service), the denomination Outgoing payment Initiated may be used.

**Providing debit card**

A debit card is provided to the Client to dispose of the funds in the account to which it was issued.

ČSOB provides three types of payment cards - deposit cards, debit cards and credit cards, the features of which are described in the Business Conditions and Terms for payment cards. If the term "payment card" is used in the Conditions and Terms, the stipulation relates both by the debit card and the other types of payment cards.

**Incoming payment**

Crediting funds transferred from another account to the Client's account.

**Standing order**

The repeated transfer of the specified amount of funds from the Client's account to another account based on their order.

**Account maintenance**

Establishment of a payment account for the Client and the maintenance thereof.

**Cash withdrawal**

The Client shall withdraw cash from the account.

**Sending information SMS**






ČSOB informs the Client about the balance or transfers of its account via SMS.

**Sending a statement**

ČSOB provides the Client with a regular statement of their account.

## IX. TIME LIMITS FOR EXECUTING PAYMENT SERVICES

### 1. Time limits for executing domestic payment services in CZK

Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. debiting funds to the Client's account for Outgoing payments and Standing order, sending a request for direct debit) <sup>2</sup>	Crediting of the funds to the account (maximum time limit)	
			beneficiary maintained with ČSOB	of another provider of the beneficiary
Payment orders transmitted at the Point of Sale in paper format				
Outgoing payment  Standing payment	by 13:00 during the ČSOB branch's opening hours at the counter	on the same business day	on the same business day	on the same business day
	by 17:00 during the ČSOB branch's opening hours at the counter	on the same business day	on the same business day	on the following business day after order receipt
	after 17:00 during the ČSOB branch's opening hours at the counter	on the following business day	on the following business day	
	during the opening hours of a Czech Post branch	on the following business day	on the following business day	
Outgoing payment priority (to an account with another provider)	by 13:30 during the ČSOB branch's opening hours at the counter	on the same business day		on the same business day
direct debit order for the payer's ČSOB account	by 17:00 during the ČSOB branch's opening hours at the counter	on the same business day	on the same business day	
	after 17:00 during the ČSOB branch's opening hours at the counter	on the following business day	on the following business day	
	during the opening hours of a Czech Post branch	on the following business day	on the following business day	
Direct debit order from an account of the payer with another provider	by 17:00 during the ČSOB branch's opening hours at the counter	on the same business day	on the business day ČSOB received the funds from another provider	
	after 17:00 during the ČSOB branch's opening hours at the counter	on the following business day		
	during the opening hours of a Czech Post branch	on the following business day		
consent to direct debit order <sup>3</sup>	during the ČSOB branch's opening hours at the counter	on the following business day		
	during the opening hours of a Czech Post branch			

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) If a later due date has been agreed / determined by the Client, the date of receipt of the payment order shall be deemed to be the later due date thus determined.

3) Consent to direct debit does not constitute a payment order within the meaning of the PTA.

Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. debiting funds to the Client's account) <sup>2</sup>	Crediting of the funds to the account (maximum time limit)
			of another provider of the beneficiary
Payment orders transmitted to ČSOB via the beneficiary's provider			
direct debit order	by 17:00 on a business day	on the same business day	on the following business day after order receipt

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) If a later due date has been agreed / determined by the Client, the date of receipt of the payment order shall be deemed to be the later due date thus determined.

Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. debiting funds to the Client's account for outgoing payments and standing orders, sending a request for direct debit) <sup>2</sup>	Crediting of the funds to the account (maximum time limit)	
			beneficiary maintained with ČSOB	of another provider of the beneficiary
Payment orders transmitted via e-banking service				
Outgoing instant payment <sup>5</sup>	anytime <sup>3</sup>	immediately	immediately	immediately
Outgoing payment Standing payment (including transfers effected via a bill of exchange, up to CZK 1,5 million and Payment for using mobile operator services)	by 14:00 on a business day	on the same business day	on the same business day	on the same business day
	from 14:00 to 22:00 on a business day	on the same business day	on the same business day	on the following business day after order receipt
	after 22:00 on a business day	on the following business day at the latest	on the following business day	
Outgoing payment via a bill of exchange for an amount exceeding CZK 1,5 million	by 15:30 on a business day	on the same business day	on the same business day	on the following business day after order receipt
	after 15:30 on a business day	on the following business day at the latest	on the following business day	
Outgoing payment Standing payment without an exchange transaction between accounts with ČSOB (including credit card repayment)	by 22:00 <sup>3</sup>	on the same day <sup>3</sup>	on the same day <sup>3</sup>	✗
	after 22:00 <sup>3</sup>	on the following day at the latest	on the following day at the latest	
Outgoing priority payment <sup>5</sup> (to an account with another provider)	by 14:15 on a business day	on the same business day	✗	on the same business day
	after 14:15 on a business day	on the following business day	✗	on the following business day

<b>Direct debit order from the payer account in ČSOB</b>	by 22:00 <sup>3</sup>	on the same business day <sup>3</sup>	on the same business day <sup>3</sup>	
	after 22:00 <sup>3</sup>	on the following business day <sup>3</sup>	on the following day <sup>3</sup>	
<b>Direct debit order from an account of the payer with another provider</b>	by 22:00 on a business day	on the same business day	on the business day ČSOB received the funds	
	after 22:00 on a business day	on the following business day		
<b>Consent to direct debit<sup>4</sup></b>	by 22:00 <sup>3</sup>	on the same day <sup>3</sup>		
	after 22:00 <sup>3</sup>	on the following day <sup>3</sup>		

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) If a later due date has been agreed / determined by the Client, the date of receipt of the payment order shall be deemed to be the later due date thus determined.

3) Does not apply during shut-downs.

4) Consent to direct debit does not constitute a payment order within the meaning of the PTA.

5) Does not apply to telephone banking services.

<b>Payment orders made by payment card at a Czech Post branch</b>				
<b>Type of order</b>	<b>Order transmission to Czech Post and the cut-off time<sup>1</sup></b>	<b>Order receipt time (i.e. debiting funds to the Client's account)<sup>2</sup></b>	<b>Crediting of the funds to the account (maximum time limit)</b>	
			<b>beneficiary maintained with ČSOB</b>	<b>of another provider of the beneficiary</b>
<b>Outgoing payment</b>	during a business day or a non-business day	no later than the following business day	on the following business day at the latest	on the following business day after order receipt
<b>payment for Czech Post services</b> (payment by payment card)	during a business day or a non-business day	on the following business day at the latest	on the following business day	

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) If a later due date has been agreed / determined by the Client, the date of receipt of the payment order shall be deemed to be the later due date thus determined.

<b>Time limits for withdrawing (i.e. cancelling/changing) a payment order pending processing</b>		
<b>Type of order</b>	<b>Method of withdrawing an order</b>	
	<b>In writing at a Point of Sale (with the identification of the originally submitted order)</b>	
<b>Outgoing payment</b>	by 17:00 during the ČSOB branch's opening hours at the counter	at the latest 1 business day before the due date
	during regular business hours Czech Post branches	at the latest 3 business days before the due date
<b>Outgoing priority payment</b>	by 17:00 during the ČSOB branch's opening hours at the counter	at the latest 1 business day before the due date



<b>Standing order</b>	by 17:00 during the ČSOB branch's opening hours at the counter	at the latest 1 business day before the due date
	during regular business hours Czech Post branches	at the latest 3 business days before the due date
<b>direct debit order</b>	by 17:00 during the ČSOB branch's opening hours at the counter	at the latest 1 business day for direct debit for an ČSOB account, otherwise 2 business day before the due date
<b>consent to direct debit<sup>1</sup></b>	by 17:00 during the ČSOB branch's opening hours at the counter	at the latest 1 business day before the due date
	during regular business hours Czech Post branches	at the latest 3 business days before the due date
<b>Outgoing payment between accounts (including different currency accounts) of the same Client kept with ČSOB made via the e-banking</b>	by 17:00 during the ČSOB branch's opening hours at the counter	at the latest 1 business day before the due date
<b>Outgoing payment made by payment card at Czech Post</b>	by 17:00 during the ČSOB branch's opening hours at the counter	at the latest 1 business day before the due date
<b>Via the e-banking service</b>		
<b>Outgoing payment Standing payment</b>	by 22:00 <sup>2</sup>	at the latest 1 day before the due date
<b>direct debit order</b>	by 22:00 <sup>2</sup>	at the latest 1 day for direct debit for an ČSOB account, otherwise 2 business day before the due date

1) Consent to direct debit does not constitute a payment order within the meaning of the PTA.

2) Does not apply during shut-downs.

<b>Type of payment transaction</b>	<b>Crediting funds to the Client's account</b>
<b>Incoming payment</b> (standard, instant and priority)	On the same day ČSOB receives from the payer's provider the funds and background documents required to credit the payment transaction amount to the Client's account

**Note:** ČSOB shall credit the Incoming payment in CZK to the account of the Client as a beneficiary, kept in a foreign currency, after the transaction amount is converted to the respective foreign currency in accordance with the rules agreed in the section on "PAYMENT SERVICES".

## 2. Time limits for executing foreign payment services

In the case of a payment order made in writing, ČSOB may extend the time limits agreed below by one business day.

**Note:** The deadlines stated in the tables below for Outgoing and Incoming payments apply also for debiting / crediting funds based on already entered Standing orders. The deadlines for establishing, changing, or cancelling a Standing order are listed in a separate table 2.5.

## 2.1 Conversions in the currencies of EU/EEA Member States maintained by the providers in the EU/EEA Member States and outside the EU/EEA

2.1.1 Conversions in EUR, HUF, PLN, DKK, NOK and SEK			
Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. debiting funds to the Client's account) <sup>2</sup>	Crediting the funds to the account of the beneficiary's provider/another provider
<b>Payment orders provided in writing at a ČSOB branch</b>			
<b>Outgoing payment</b>	by 14:00 during regular business hours ČSOB branches, at the counter	on the same business day	business day following the order receipt
	after 14:00 during regular business hours ČSOB branches, at the counter	on the following business day	
<b>Outgoing payment prompt</b>	from 14:00 to 17:00 during regular business hours ČSOB branches, at the counter (following prior agreement with ČSOB only)	on the same business day	
<b>Payment orders transmitted via the e-banking service</b>			
<b>Outgoing payment</b>	by 15:30 on a business day	on the same business day	business days following the order receipt
	after 15:30 on a business day	on the following business day at the latest	

2.1.2 Transfers in currency RON and transfers in CZK abroad			
Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. debiting funds to the Client's account) <sup>2</sup>	Crediting the funds to the account of the beneficiary's provider/another provider
<b>Payment orders provided in writing at a ČSOB branch</b>			
<b>Outgoing payment</b>	by 14:00 during regular business hours ČSOB branches, at the counter	on the same business day	2 business day following the order receipt
	after 14:00 during regular business hours ČSOB branches, at the counter	on the following business day	
<b>Outgoing payment prompt</b>	from 14:00 to 17:00 during regular business hours ČSOB branches, at the counter (following prior agreement with ČSOB only)	on the same business day	
<b>Payment orders transmitted via the e-banking service</b>			
<b>Outgoing payment</b>	by 15:30 on a business day	on the same business day	2 business days following the order receipt
	after 15:30 on a business day	on the following business day at the latest	

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) If a later due date has been agreed / determined by the Client, the date of receipt of the payment order shall be deemed to be the later due date thus determined.

## 2.2 Other transfers

2.2.1 Transfers in USD, CAD, GBP and CHF currencies			
Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. debiting funds to the Client's account) <sup>2</sup>	Crediting of funds to another provider's account
<b>Payment orders provided in writing at a ČSOB branch</b>			
Outgoing payment	by 14:00 during regular business hours ČSOB branches, at the counter	on the same business day	business day following the order receipt
	after 14:00 during regular business hours ČSOB branches, at the counter	on the following business day	
Outgoing payment prompt	from 14:00 to 17:00 during regular business hours ČSOB branches, at the counter (following prior agreement with ČSOB only)	on the same business day	
<b>Payment orders transmitted via the e-banking service</b>			
Outgoing payment	by 15:30 on a business day	on the same business day	business days following the order receipt
	after 15:30 on a business day	on the following business day at the latest	

2.2.2 Transfers in AUD, CNY, JPY and TRY currencies			
Type of order	Order transmission to ČSOB and cut-off time <sup>1</sup>	Order receipt time (i.e. debiting funds to the Client's account) <sup>2</sup>	Crediting of funds to another provider's account
<b>Payment orders provided in writing at a ČSOB branch</b>			
Outgoing payment	by 14:00 during regular business hours ČSOB branches, at the counter	on the same business day	2 business day following the order receipt
	after 14:00 during regular business hours ČSOB branches, at the counter	on the following business day	
Outgoing payment prompt	from 14:00 to 17:00 during regular business hours ČSOB branches, at the counter (following prior agreement with ČSOB only)	on the same business day	
<b>Payment orders transmitted via the e-banking service</b>			
Outgoing payment	by 15:30 on a business day	on the same business day	2 business days following the order receipt
	after 15:30 on a business day	on the following business day at the latest	

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) If a later due date has been agreed / determined by the Client, the date of receipt of the payment order shall be deemed to be the later due date thus determined.

### 2.3 Foreign currency transfers within ČSOB and transfers in CZK, EUR and USD to ČSOB SR<sup>1</sup>

Type of order	Order transmission to ČSOB and cut-off time <sup>2</sup>	Order receipt time (i.e. debiting funds to the Client's account) <sup>3</sup>	Crediting of funds to the Client's account with ČSOB / ČSOB SR
<b>Payment orders provided in writing at a ČSOB branch</b>			
<b>Outgoing payment</b>	by 14:00 during regular business hours ČSOB branches, at the counter	on the same business day	on the same business day
	after 14:00 during regular business hours ČSOB branches, at the counter	on the following business day	on the following business day
<b>Outgoing payment prompt</b>	from 14:00 to 17:00 during regular business hours ČSOB branches, at the counter (following prior agreement with ČSOB only)	on the same business day	on the same business day
<b>Payment orders transmitted via the e-banking service</b>			
<b>Outgoing payment</b>	by 15:30 on a business day	on the same business day	on the same business day
	after 15:30 on a business day	on the following business day at the latest	on the following business day

1) For transfers to ČSOB SR in other currencies, the time limits specified in specific points of article 2.1 and 2.2 apply.

2) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

3) If a later due date has been agreed / determined by the Client, the date of receipt of the payment order shall be deemed to be the later due date thus determined.

### 2.4 Time limits for withdrawing (i.e. cancelling/changing) a payment order pending processing

Type of order	Request submission
	<b>In writing, at a ČSOB branch (with identification of the initial order placed)</b>
<b>Outgoing payment</b>	at the latest 2 business days before the due date – at the counter, during the ČSOB branch's opening hours, by 14:00
	<b>Via the e-banking service (if possible)</b>
<b>Outgoing payment</b>	at the latest 1 business day before the due date, by 17:00

### 2.5 Time limits for the establishment, change or cancellation of a standing transfer order

Type of order	Request submission
	<b>In writing at a ČSOB branch (change/cancellation with the identification of the originally submitted order)</b>
<b>Standing payment</b>	at the latest 2 business days before the requested placement, change or cancellation of a standing order – at the counter, during the ČSOB branch's opening hours, by 14:00

### 2.6 Incoming payments from abroad and foreign currency transfers within the Czech Republic

Incoming payment	Delivery of the order to ČSOB and crediting the transfer amount to a ČSOB account	Crediting funds to the Client's account <sup>1</sup>
in a foreign currency within ČSOB and in CZK, or in a foreign currency from ČSOB SR	by 16:00 on a business day	on the same business day
in the currencies of EU/EEA Member States	by 16:00 on a business day	on the same business day

in other currencies	by 16:00 on a business day	on the following business day at the latest
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1) The time limit starts once ČSOB receives the Incoming payment amount at its account along with the background documents from the payer's provider necessary to credit the amount thereof to the Client's account as a beneficiary (i.e., a statement from the correspondent bank account and a payment instruction from the intermediary provider).

### 3. Time limits for cash payment services

Payment transactions in the form of cash deposit and withdrawal				
Type of payment transaction	Order transmission to ČSOB and cut-off time <sup>1</sup>	Debiting of the funds to the Client's account	Crediting of the funds to the account (maximum time limit)	
			of the Client	of the beneficiary's provider
<b>Cash deposit to the Client's account</b> made at the counter	during the ČSOB branch cash desk hours	✗	on the same business day	✗
<b>Cash deposit to the Client's account</b> cash deposit to the Client's account effected by a payment card, via Deposit Document (codes 90 and 95) or Slip (code 040) at Czech Post	during the branch's opening hours of Czech Post	✗	on the following business day	✗
<b>Cash deposit to the Client's account</b> made via a cash-in machine	by 20:00 on a business day	✗	on the same business day	✗
	after 20:00 on a business day and on non-business days		on the following business day	
<b>Cash withdrawal from the Client's account</b> made at the counter	during the ČSOB branch cash desk hours	on the same business day	✗	✗
<b>Cash withdrawal from the Client's account</b> by a payment card or a pay cheque	during the opening hours of a Czech Post branch	on the following business day at the latest	✗	✗
<b>Cash withdrawal from a cancelled account</b> at the counter	by 16:00 during the ČSOB branch cash desk hours	on the same business day <sup>2</sup>	✗	✗
	after 16:00 during the ČSOB branch cash desk hours	on the following business day <sup>2</sup>		

1) A certain point in time during a business day, as agreed between ČSOB and the Client, that is crucial to determining the time of receipt of a payment order. A payment order delivered to ČSOB after this time shall be regarded as received on the following business day.

2) The time of payment of the account balance for a cancelled account.