

Effective from 1 April 2021

Československá obchodní banka, a.s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organization ID No.: 00001350, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, Insert 46 (hereinafter “ČSOB” or the “Bank”), issues the ČSOB Electronic Banking Services Business Terms and Conditions (hereinafter the “Terms and Conditions”) in accordance with the Civil Code and the Payment System Act. The legal relationships between ČSOB and Clients when providing Electronic Banking services pursuant to these Terms and Conditions will be governed by the laws of the Czech Republic; mutual communication will be in Czech unless agreed otherwise.

ČSOB provides products and services within the scope of these Terms and Conditions through ČSOB branches and Czech Post branches (collectively referred to as “Points of Sale”), or through other contractual entities, the Client Centre, the Website or the individual Electronic Banking services.

The scope of the services provided at individual Points of Sale may vary; for details, see the Website.

In the period from the effective date of the Terms and Conditions, Clients will be transferred from the services of:

- Poštovní spořitelna Electronic Banking (hereinafter the “Electronic Banking”),
- ČSOB Electronic Banking (hereinafter the “Electronic Banking services”)

to new ČSOB Electronic Banking services (hereinafter the “Service” or the “ELB Services”).

With regard to these changes, the Terms and Conditions are divided as follows:

- **Part A of the Terms and Conditions regulates the Poštovní spořitelna Electronic Banking Business Terms and Conditions:**
 - That part of the Terms and Conditions applies to Clients to whom ČSOB provides Poštovní spořitelna Electronic Banking services as of the effective date.
- **Part B of the Terms and Conditions regulates the ČSOB Electronic Banking Services Business Terms and Conditions:**
 - That part of the Terms and Conditions applies to Clients to whom ČSOB provides ČSOB Electronic Banking services as of the effective date.
- **Part C of the Terms and Conditions regulates the procedure for the transfer of Clients from Poštovní spořitelna Electronic Banking services and ČSOB Electronic Banking services to the ELB Services:**
 - That part of the Terms and Conditions applies to Clients to whom the Bank notifies the transfer from Poštovní spořitelna Electronic Banking services and ČSOB Electronic Banking services to the ELB Services.
- **Part D of the Terms and Conditions regulates the Business Terms and Conditions of the ELB Services:**
 - That part of the Terms and Conditions applies to Clients who are transferred to the ELB Services in accordance with the procedure specified in Part C of the Terms and Conditions.
- **Part E regulates the Final Provisions:**
 - That part applies to all Clients to whom ČSOB provides Electronic Banking services pursuant to these Terms and Conditions.

PART A – POŠTOVNÍ SPOŘITELNA ELECTRONIC BANKING BUSINESS TERMS AND CONDITIONS

I. Definitions and Terms

1. **Activation** – making the Electronic Banking services and accounts of the Account Holder and/or Related Products available by the Electronic Banking services to the Authorized Person.

2. **Banking Information** – information containing the Client's identification data, term of their contractual relationship with the Bank, basic information on the accounts (whether the account is active, and whether the account balance is positive), the Bank's position on the Client's financial obligations to the Bank (whether the obligations are repaid duly and timely), evaluation of the Client's credibility and, where appropriate, recommendation of a business connection.
3. **Security Elements** (for the Electronic Banking services):
 - a) **Client Advisor's Password** – a six- to ten-digit alphanumeric data by means of which the Authorized Person is authenticated with the Phone Banking service using the Client Centre (client advisor). You can request a new Client Advisor's Password via the Request – Changes form.
 - b) **PIN** – a five-digit number automatically generated by the system by means of which the Authorized Person is authenticated when logging in/registering to the Electronic Banking services and by means of which he/she authorizes the Instructions in the Smartbanking Application.
 - c) **SMS Key** – a one-time code by means of which the Authorized Person, by entering it in the specified fields, authorizes the required Instruction/login:
 - for the Internet Banking service – a nine-digit alphanumeric data for the authorization of Instructions or for logging in to the service,
 - for Electronic Communication – a twelve-digit alphanumeric data for electronic signing of contracts,
 - for the Activation of applications provided by the Bank – an alphanumeric data that can be of different lengths.

It is generated separately for each operation and is sent to the Authorized Person to the mobile phone number specified in the request; only one mobile phone number can be set for sending the SMS Key for one Identification Number.
 - d) **Login Password** – a nine- to thirty-digit data which must contain characters from at least three groups of characters (lowercase letters, uppercase letters and numbers or special characters) and by means of which the Authorized Person is authenticated for access to Internet Banking; it must not match the Username, the e-mail address entered when logging in to Internet Banking for the first time, or the part before the at-sign of that e-mail address. Its change is possible via Internet Banking and it must be different from the previous Login Password.
4. **Authorized Account User** – a private individual authorized by the Account Holder to manage funds in his/her accounts.
5. **Instruction** – an instruction of the Authorized Person delivered to the Bank via the Electronic Banking services for a Payment Transaction or the use of products and services provided by the Bank and/or ČSOB Group members according to the current offer, or a legal act aimed at concluding a contract by electronic means. The products and services provided by the Bank and/or ČSOB Group members will be governed by the respective business terms and conditions and contractual provisions between the Client and the Bank and/or ČSOB Group members unless these Terms and Conditions stipulate otherwise.
6. **Confidential Information** – information regarding the Client which the Bank obtained in connection with the provision of services, and which is subject to the confidentiality obligation.
7. **Electronic Communication** – communication between the Bank and/or ČSOB Group members and the Client by electronic means, through which contracts for selected products and services can be concluded.
8. **Electronic Seal** – an electronic mark pursuant to the repealed Act No. 227/2000 Coll., on Electronic Signature and Amendments to Some Other Acts, as amended before the date of entry into force of Act No. 297/2016 Coll., on Trust Services for Electronic Transactions, or an electronic seal within the meaning of the Regulation (Article 3(25)).
9. **Electronic Signature** – for the purposes of the Terms and Conditions – Part A, the SMS Key used for Electronic Communication generated by the Bank from the content of the signed document in such a way that allows to detect any subsequent change of data and unambiguously identifies the person who signed the document.
10. **Branch** – a Bank branch designated with the ČSOB logo or the logo of Poštovní spořitelna.
11. **Identification Number** – an eight-digit code unambiguously identifying the respective Authorized Person.
12. **Internet Banking** – the Bank's web application accessible from the Website, enabling the Authorized Person via supported web browsers after authentication at <https://ib.postovnisporitelna.cz/prihlaseni> to securely communicate with the Bank and operate the agreed products according to the relevant product terms and conditions.
13. **(An)other Person** – a private individual with full legal capacity who has entered into the Poštovní spořitelna Electronic Banking Contract; that person may or may not be the Account Holder and may or may not use the Related Product (until 29 April 2012, a private individual or legal entity, which was not the Account Holder and which used the Related Product established on the basis of a separate contract and requested access to the Related Product through the Electronic Banking services).
14. **Client** – within the meaning of the Terms and Conditions – Part A, the Account Holder, the Authorized Account User or Another Person.

15. **Qualified Time Stamp** – a qualified electronic time stamp within the meaning of the Regulation (Article 3(34)).
16. **Account Holder** – a private individual or legal entity with an account at the Bank.
17. **Regulation** – Regulation (EU) No. 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
18. **Point of Sale** – any branch of Česká pošta, s.p., or branch of ČSOB.
19. **Authorized Person** – within the meaning of the Terms and Conditions – Part A:
- a) Account Holder – a private individual who has been set up and activated the Electronic Banking services, i.e. accounts and Related Products have been made available to that private individual through the Electronic Banking services,
 - b) Authorized Account User,
 - c) Another Person.
20. **Notification:**
- a) Notification of the Establishment and Activation of Poštovní spořitelna Electronic Banking Services (acceptance of a proposal for the conclusion of a contract), which the Bank sends/ forwards to Another Person,
 - b) Notification of the Establishment of Poštovní spořitelna Electronic Banking Services (acceptance of a proposal for the conclusion of a contract), which the Bank sends/ forwards to the Account Holder,
 - c) Notification of the Activation of Poštovní spořitelna Electronic Banking Services, which the Bank sends/ forwards to the Authorized Person,
 - d) Notification of a Change in Poštovní spořitelna Electronic Banking Services, which the Bank sends/ forwards to the Client after the requested change in the Electronic Banking services has been made.
21. **Payment Transaction** – within the meaning of the Terms and Conditions – Part A, a non-cash transfer of funds executed within a payment service – outgoing payment or direct debit.
22. **Accounts and Payments Terms and Conditions:**
- a) Pre-Contract Information and Terms and Conditions of for Accounts and Payments – People,
 - b) Pre-Contract Information and Terms and Conditions of for Accounts and Payments – Legal Entities and Private Individual Entrepreneurs.
23. **Specimen Signature** – the Client's signature in the Specimen Signature form or in the Personal Data form. The Client uses the Specimen Signature within the entire Bank, i.e. at Points of Sale and also at ČSOB branches.
24. **Means of Communication** for the Electronic Banking services – within the meaning of the Terms and Conditions – Part A:
- a) telephone with a pulse/tone option,
 - b) mobile/ portable facility – a mobile phone or other portable facilities with Internet access e.g. smartphone, tablet or laptop, the recommended configuration of which is specified in the User Manual,
 - c) PC – a personal computer with the recommended configuration as specified in the User Manual.
25. **Price List** – ČSOB Price List for Private Individuals and Price List for Legal Entities and Private Individual Entrepreneurs – Poštovní spořitelna, the current version of which is available at all Points of Sale and on the Website.
26. **ČSOB Group** – ČSOB and entities forming a business group with ČSOB; the current list is available at www.csob.cz/skupina.
27. **KBC Group** – KBC Group NV, with its registered seat at Havenlaan 2, B-1080 Brussels, Belgium, reg. No. 0403.227.515, and the entities forming a holding group with it.
28. **Smartbanking** – original software from the Bank installed on a smartphone or tablet from official application stores (Google Play, App Store); upon Activation, the application is paired with the Identification Number of the Authorized Person. The Authorized Person logs in to the application and executes Instructions through Security Elements provided by the Bank.
29. **Contract:**
- a) Poštovní spořitelna Electronic Banking Contract, which consists of the Request for Services – Poštovní spořitelna Electronic Banking (proposal for concluding a contract), Notification of the Establishment and Activation of Poštovní spořitelna Electronic Banking Services and the Poštovní spořitelna Electronic Banking Business Terms and Conditions,
 - b) Poštovní spořitelna Electronic Banking Contract, which consists of the Request for Services – establishment of access authorization and Poštovní spořitelna Electronic Banking services for the Authorized Person (proposal for concluding a contract), Notification of the Establishment of Poštovní spořitelna Electronic Banking Services and the Poštovní spořitelna Electronic Banking Business Terms and Conditions.

30. **Related Products** – within the meaning of the Terms and Conditions – Part A, credit accounts and other products and services of the Bank, which are established on the basis of an additional contractual agreement (in the form of an amendment to the account contract or a separate contract) and selected products and services of ČSOB Group members.
31. **Accounts** – in these Terms and Conditions – Part A, accounts within the meaning of the applicable legal regulations.
32. **User Manual** – a set of instructions, manuals, user information and technical specifications of the Electronic Banking services and documents of a similar nature which is available on the Website.
33. **Username** – a five- to thirty-digit data containing lowercase letters, uppercase letters and numbers or special characters by means of which the Authorized Person is authenticated for access to Internet Banking; it must not match the e-mail address entered when logging in to Internet Banking for the first time, or the part before the at-sign of that e-mail address. It is possible to use the existing Identification Number as the Username; any other Username composed only of numbers is not allowed. Changing the Username is possible via Internet Banking.
34. **Selected products and services of the Bank** – within the meaning of the Terms and Conditions – Part A, products and services for which the Bank enables their establishment and provision on the basis of a contract concluded by electronic means. Their list is available on the Website.
35. **Website** – a presentation and information website of the Bank accessible from www.postovnisporitelna.cz.
36. **Request for Services:** Request for Services – Poštovní spořitelna Electronic Banking form (proposal for concluding a contract), by which the Client requests the conclusion of the Poštovní spořitelna Electronic Banking Contract, according to which the Electronic Banking services will be established for the Client. Until 31 December 2013, the Request for Electronic Banking Services could also be part of the account request.
37. **Access Authorization Request:**
Request for Services – Establishment of Access Authorization and Poštovní spořitelna Electronic Banking Services for the Authorized Person form (proposal for concluding a contract), by which the Account Holder requests the conclusion of the Poštovní spořitelna Electronic Banking Contract, according to which an electronic access authorization and Electronic Banking services will be established by the Account Holder for the Authorized Person. Until 31 December 2013, the request for the establishment of access authorization and the Electronic Banking services could also be part of the account request for a minor.
38. **Request – Changes:**
Request – Changes, Blocking, Cancellation – Poštovní spořitelna Electronic Banking form, by which the Account Holder, the Authorized Account User or Other Person requests changes to the settings of the Electronic Banking services and contact details and changes related to the establishment and operation of the Electronic Banking services by submitting the form at the Point of Sale or via Phone Banking.

II. Establishment of the Contractual Relationship

1. Pursuant to the **Poštovní spořitelna Electronic Banking Contract**, the Bank establishes the Electronic Banking services for private individuals. Based on that Contract, the Client obtains the opportunity to use the Electronic Banking services for access to accounts and Related Products, and private individuals with full legal capacity have the opportunity to enter into contracts for selected products and services of the Bank by electronic means according to the Bank's current offer. According to the concluded Contract, the Bank will establish and activate the Electronic Banking services for the Client. Accounts and Related Products that the Client uses at the time of concluding the Contract and that they will purchase in the future and for which the Bank will allow it will be automatically connected to the Electronic Banking services by the Bank.
2. The Client – private individual with full legal capacity may have only one Poštovní spořitelna Electronic Banking Contract and only for one Identification Number.
3. The Client – private individual with full legal capacity requests the conclusion of the Contract by submitting the Request for Services – Poštovní spořitelna Electronic Banking form (proposal for the conclusion of the contract) at a Point of Sale, electronically at www.postovnisporitelna.cz, by telephone through the Client Centre or through cooperating persons (intermediaries).
4. The Account Holder – legal entity/ private individual requesting the conclusion of the Contract and the establishment of an electronic access authorization and the Activation of the Electronic Banking services for the Authorized Person submits the Request for Services – Establishment of Access Authorization and Electronic Banking Services for the Authorized Person form (proposal for the conclusion of the contract) at a Point of Sale or through cooperating persons (intermediaries). By signing the form, the Account Holder authorizes the Authorized Person (whose details are listed here) to manage the funds in the accounts specified in the form via the Electronic Banking services. The presence of the Authorized Person is required for the establishment of the Electronic Banking services. In the event the Account Holder is a private individual with full legal capacity, the prerequisite for establishing access authorization and the Electronic Banking services for the Authorized Person is that the Account Holder has concluded the Poštovní spořitelna Electronic Banking Contract.

5. The Authorized Person – Authorized Account User fills in the data in the Access Authorization Request form in the section concerning Electronic Banking services. By signing the form, he/she expresses his/her consent to the conclusion of the Electronic Banking Contract, the Terms and Conditions – Part A and accepts the authorization.
6. The conclusion of the Electronic Banking Contract may also be requested by a minor Account Holder who is represented in contractual matters by a statutory representative until he/she reaches the age for full legal capacity, or by an Account Holder with limited legal capacity who is represented in contractual matters by a court-appointed guardian. The conclusion and change of the Contract for Account Holders with limited legal capacity can be requested only at a Branch.
7. The Account Holder – legal entity/ private individual may have more than one Poštovní spořitelna Electronic Banking Contract at the same time if he/she authorizes the Authorized Person to manage funds on his/her account, one contract for each Authorized Person (each access authorization).
8. If the identity of the Authorized Person is not verified at the Point of Sale, the authorization of written Instructions is verified according to the current Specimen Signature.
9. At selected Branches, the Client may sign contractual or other documentation in electronic form on a tablet or signpad with his/her biometric signature. The Bank signs this documentation by a scanned signature of an authorized representative of the Bank or a biometric or other signature. Contractual documentation will come into effect when it has been signed by all the parties; documentation signed by only one of the parties will come into effect when signed by the relevant party. Subsequently, the Bank will affix an Electronic Seal and Qualified Time Stamp and send the documentation to the Authorized Person's Internet Banking. If the obligation ceases to exist and the contractual relationship arising from the Contract is terminated, the contractual or other documentation will be removed from the Authorized Person's Internet Banking as of the date of termination of the contractual relationship. The Authorized Person must save that documentation at another place before the contractual relationship is terminated. The above shall apply by analogy if written electronic contractual or other documentation is concluded between the Client and the Bank, acting as an agent, mediator or other contracting representative of members of the ČSOB Group, and is addressed to the Client.
10. There is no legal right to conclude the Contract. The Bank shall decide on the conclusion of the Contract within 10 business days of receiving the Request for Services. In the event of concluding the Contract, the Client will receive the Notification and Security Elements in paper form or electronically within 15 business days. The Client Advisor's Password is always sent by the Bank in paper form. The Contract is concluded by delivery/ handover of the Notification. In the event of a negative opinion, the Bank shall inform the Client of the rejection by any of the methods of communication specified in Article XIV (1).
11. In the event the Contract is concluded in the presence of all parties, it shall take effect upon signature by all parties.

III. Characteristics of the Electronic Banking Services

1. The Electronic Banking services within the meaning of the Terms and Conditions – Part A shall mean the following services:
 - a) Internet Banking,
 - b) Phone Banking.

A prerequisite for setting up the Electronic Banking services is the existence of a telephone number (stated in the Request) for Electronic Banking services, to which the Bank can send SMS messages to the Authorized Person.
2. As part of the Electronic Banking services, it is also possible to use the service of automatic sending of information SMS and/or e-mail messages with information on the account balance or movement, payment transactions and other ČSOB Group products. Sending can be set by the Authorized Person in the Internet Banking application or in the Phone Banking service.
3. When setting up the Electronic Banking services for the first time, the Bank sends/ hands over to the Authorized Persons:
 - a) Identification Number,
 - b) PIN,
 - c) or the Client Advisor's Password depending on the selected method of sending access elements.
4. In the event of a request of the Authorized Person to send the Notification and access elements by post, the PIN and Client Advisor's Password are sent as a consignment to the attention of the addressee and the Notification by ordinary letter. Before accepting the consignment with the PIN/ Client Advisor's Password, the Authorized Person is obliged to check the integrity of the envelope. In the event of any damage to it, he/she will not take over the consignment and will ask Česká pošta, s.p. to indicate that on the envelope, which it will send back to the Bank. In that case, the Authorized Person must request the issuance of a new PIN/ Client Advisor's Password by filling in the Request – Changes form. The Bank does not automatically send a new PIN/ Client Advisor's Password without receiving a correctly completed and signed Request – Changes form.

5. In the event of a request of the Authorized Person to send the Notification and access elements electronically, the Identification Number is sent by e-mail, the Notification is stored in Internet Banking and the PIN is sent by SMS message to the mobile phone number. The Client Advisor's Password is not automatically assigned but the Authorized Person can choose it at a Branch.
6. The Identification Number is given in the Notification. It remains unchanged for the entire duration of the contractual relationship and is unique for any other established Electronic Banking services. If the Authorized Person has previously been assigned an Identification Number by the Bank, the Bank shall not assign another number to that Person.
7. If the Identification Number and PIN have previously been assigned by the Bank to the Authorized Person, the Bank shall not send a new PIN.
8. The Bank forwards/ sends Security Elements for communication relating to the Electronic Banking services only to the Authorized Person. These Security Elements cannot be passed on/ sent to another person, not even on the basis of a power of attorney. The Bank will provide Clients with the necessary information so that they can report the loss, theft or unauthorized use of a payment instrument (Means of Communication for the Electronic Banking services and Security Elements) at any time. The Bank will provide the Client at his/her request with a document, proving for 18 months from the notification that he/she has made a notification under Article IX(9) of the Terms and Conditions – Part A.
9. During authentication or authorization, the Authorized Person will be able to make several attempts, depending on the service selected. The Authorized Person's access to the Electronic Banking services will be blocked/ unblocked in the cases and in the way described in the User Manual.
10. The Authorized Person has the option of setting up all Electronic Banking services, which he/she may subsequently use to service all accounts and Related Products that he/she has access to via the Electronic Banking services.
11. If the Authorized Person has not agreed on the use of the SMS Key for the Electronic Banking services, then the Electronic Banking services can only be used passively, i.e. no Instructions can be given.
12. If the Authorized Person has agreed to use the SMS Key for the Electronic Banking services and the given account/ accounts have a transaction limit of zero, the Authorized Person may also use the Electronic Banking services only passively, i.e. cannot perform Payment Transactions on the given account/ accounts but may give other Instructions.
13. Active use of the Electronic Banking services means the possibility of placing Instructions.
14. Through the Internet Banking service, the Authorized Person – a private individual with full legal capacity may enter into contracts for selected banking products with the Bank, which is further regulated by the Terms and Conditions – Part A.
Using the Electronic Banking services, the Authorized Person is further entitled, among other things, to:
 - a) set up/ activate selected payment instruments,
 - b) change the settings of selected payment instruments, such as setting the payment card limit, authorizing/ disabling online payment card payments etc.
15. For selected types of accounts for minor Account Holders, the functionality of the Electronic Banking services is limited to minor Account Holders and their statutory representatives to passive access only, i.e. Payment Transactions cannot be performed. In other cases, a minor Account Holder under the age of 15 has passive access to the Electronic Banking services. After reaching the age of 15 until the age of majority, the statutory representative of the minor Account Holder is entitled to have active access set up to the minor's account with a limit on the relevant Electronic Banking service or a transaction limit. The limit is set by the statutory representative of the minor. The statutory representative of the minor always has active access to the minor's account through the Electronic Banking services.
16. A more detailed description of the Electronic Banking services is the subject of the User Manuals, which may also be part of the application.

IV. Internet Banking

1. The Internet Banking service provides passive and active functions according to the current menu of the service and consists of the following applications:
 - a) Internet Banking,
 - b) Smartbanking.
2. When logging in to the Internet Banking application for the first time, the Authorized Person is authenticated with an Identification Number and via a PIN and SMS Key.
Subsequently, the Authorized Person will be prompted to select a Username and Login Password and enter the e-mail address which is used to confirm the correctness of the set Security Data.

For any subsequent login to Internet Banking, the Authorized Person is authenticated with a Username and Login Password and via an SMS Key.

In the case of the Smartbanking Application, the Authorized Person is authenticated at the first login to the application by entering the Identification Number, PIN and SMS Key, and at each subsequent login by entering the PIN.

3. Authorization of active operations takes place using an SMS Key; in the case of the Smartbanking Application by entering a PIN, which can be entered via the keyboard or built-in biometric sensor (if the Bank supports that technology in the given type of mobile device. The Bank is entitled to require authorization of all Payment Transactions via a combination of a PIN and SMS Key.
4. Internet Banking enables the servicing of accounts and Related Products maintained by the Bank and selected products and services of members of the ČSOB Group 24 hours a day, 7 days a week.
5. Internet Banking provides a list of the agreed products from within the ČSOB Group selected by the Client. The Client may use the Internet Banking service to log into the Internet portals of ČSOB subsidiaries and ČSOB contractors, thus gaining access to information and the services of ČSOB subsidiaries (e.g. Penzijní společnost, Hypoteční banka) and contractors (e.g. OZP). Client identification details are provided for these purposes.
6. In Internet Banking, the Authorized Person – Account Holder, a private individual of age and with full legal capacity – can conclude the Multibanking Service Contract with the Bank. The Bank provides the Multibanking service on the basis of that contract, namely an indirect payment order, and the payment account information service, where the Bank is in the position of the provider of the service (other than the provider of the payment account) under the terms and conditions of the Multibanking Service Contract.

V. Phone Banking

1. The Phone Banking service enables, through the Client Centre (client advisor – communication with specially trained employees by telephone), active service of the account according to the current menu of the application available during the [business hours](#) listed on the Website.
2. When using the Phone Banking service, the Authorized Person is identified:
 - a) by the Identification Number, selected symbols from the PIN and selected symbols from the Password for the Phone Banking service,
 - b) by the Identification Number, selected symbols from the PIN and callback of ČSOB to the Authorized Person,
 - c) by questions asked by ČSOB of the Authorized Person during the callback of ČSOB, which will enable proof of his/her identity (when the Bank allows it).
3. The Authorized Person confirms the correctness of particular data of an Instruction delivered to the Bank via the Client Centre by his/her consent at the end of the phone call. The Authorized Person's consent is considered an unambiguous and indisputable confirmation of the correctness of the data entered by the Authorized Person. In order to successfully submit an Instruction to the Bank, the Authorized Person is obliged to wait for the confirmation (check) of that Instruction by the client advisor. If he/she does not do so, the Instruction will not be carried out.

VI. Electronic Communication

1. Electronic Communication enables Clients, private individuals with full legal capacity who have concluded the Poštovní spořitelna Electronic Banking Contract, to conclude/ change contracts for selected products and services of the Bank, according to the current offer of the Bank, by electronic means. The current offer is provided on the Website.
2. Based on the Client's Instructions, an electronic file in PDF format is generated, which summarizes the Client's Instruction and which is sent to the Client's Internet Banking. This file is provided with the Bank's Electronic Seal.
3. The Electronic Signature of the contractual documentation is performed by the Client within the framework of Electronic Communication using an SMS Key.
4. Accounts established for the Client by the Bank on the basis of a contract concluded via the Electronic Banking service are automatically connected to the Electronic Banking services and can only be operated electronically – they allow the Client to enter Instructions via the Electronic Banking services. The existence of a Specimen Signature is required for entering written Instructions for accounts and paying out cash.
5. If the nature of the Instruction corresponds to this, the contractual documentation is made available to the Client in electronic form in Internet Banking (files in PDF format). It contains a notification of the execution of the Instruction/ contract, provided with the Bank's Electronic Seal and Qualified Time Stamp. As an attachment to the electronic file with the notification/ contract, the Client's Instruction/ proposal for concluding the contract, which

he/she signed with an SMS Key, and a record of the Client's Electronic Signature are also provided with the Bank's Electronic Seal and Qualified Time Stamp.

6. In the event of termination of the obligation and termination of the contractual relationship arising from the Poštovní spořitelna Electronic Banking Contract, the electronic contractual documentation will be removed from the Client's Internet Banking as of the date of termination of the contractual relationship. The Client must save that documentation at another place before the contractual relationship is terminated.

VII. Time Limits

1. Instructions requested via the Request – Changes form are made within 5 business days after the day of submission at the Point of Sale if they are accepted by the Bank.
2. In the event of a telephone request for blocking, the Bank will block the Electronic Banking services immediately.
3. Instructions will be made as standard according to the terms and conditions for the relevant type of account, within the time limits set by the Bank, i.e. according to the relevant contractual arrangements between the Client and the Bank and/or members of the ČSOB Group.
4. Transfers (between the accounts of one Client – Account Holder) with conversion are made by the Bank only on the day of their entry by the Authorized Person if there are sufficient funds available in the account. In the case of a transfer (between the accounts of one Client – Account Holder) in the same currency, it is possible to enter the due date in advance. If there are not enough funds available in the account, the transfer will not be made.
5. The Client is not entitled to revoke:
 - a) a transfer (between the accounts of one Client – Account Holder),
 - b) a Payment Transaction on the due date.
6. Payment Transactions with a future due date sent via the Electronic Banking services can be:
 - a) cancelled in the form of a request for cancellation of the Payment Transaction submitted at the Point of Sale at least 3 business days before the required due date,
 - b) cancelled or changed via selected Electronic Banking services, no later than within the time limit specified in the terms and conditions for the relevant account type.

VIII. Limits

1. The Authorized Person may agree on limits for the execution of Payment Transactions with regard to the type of the Electronic Banking service and the method of authorization of the Payment Transaction in the given type of Service.
2. Electronic Banking services are established with the following limits set by the Bank:
 - a) daily limits (limits for Internet Banking and Phone Banking) – the sum of all transactions submitted to the Bank by the Authorized Person via the Internet Banking service or the client advisor of the Phone Banking service during one day. The transactions submitted to the Bank through both these services do not sum up,
 - b) weekly limits (limits for Internet Banking and Phone Banking) – the sum of all transactions submitted to the Bank by the Authorized Person via the Internet Banking service or the client advisor of the Phone Banking service during one week. The transactions submitted to the Bank through both these services do not sum up.
3. The set limits when setting up the service are listed in the Notification and in Internet Banking. The limits can be changed via the Request – Changes form or via the Electronic Banking services if they allow the change. The maximum increase in the limits of the Electronic Banking services is set by the Bank. In such a case, the Poštovní spořitelna Electronic Banking Contract will be amended to that extent.
4. Payment Transactions executed through the indirect payment order service, where the Bank is in the position of the provider maintaining the account, are included in the limits of the Electronic Banking services established by the Authorized Person.
5. The limits specified in paragraph 2 of this Article do not apply to a direct debit order, a SEPA direct debit authorization, a transfer between the accounts of one Account Holder or payment orders from an account at another bank placed within the Multibanking service.
6. The Account Holder may restrict the possibility of individual Authorized Persons to use the funds in the account. The amount of the limit per transaction related to the relevant account specified in the request will be the Authorized Person's maximum possible amount of funds for one Payment Transaction submitted to the Bank by the Authorized Person via the Electronic Banking services, which may be executed via these services to the debit

of the account, regardless of the set amount of other limits. This limit also applies to Payment Transactions performed through the indirect payment order service, where the Bank is in the position of the provider maintaining the account. The Bank shall not be liable if the Account Holder does not exercise this right.

IX. Rights, Obligations and Responsibilities of the Client

1. The Client is obliged to get acquainted in detail with these Terms and Conditions – Part A, to observe them and to follow the Principles of Safe Use of Electronic Banking published in the Safety Guide on the [Website \(security\)](#) and the User Manual.
2. The Client must read information messages about changes in the Terms and Conditions – Part A, the Price List and Internet addresses, and monitor informative security messages displayed in Internet Banking and on the [Website \(security\)](#).
3. The Client must ensure that the device used for Electronic Banking services has:
 - a) an updated operating system (regular updates removing security flaws from the system),
 - b) an updated Internet browser from a recommended SW shown on the [Website \(manuals\)](#),
 - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the device.
4. The Client must:
 - a) not download and install programs that can be freely downloaded from the Internet if he/she cannot be fully sure that they are free of viruses or spyware or that they do not come from a source that is untrustworthy,
 - b) install (in his/her tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play, Windows Store) and exactly follow the authorizations required by the installed application (e.g. deny access of the application to SMS messages etc.),
 - c) not use mobile devices with settings that have been changed for a bank account by the so-called jailbreak or root (these changes may affect the security of these devices by reducing their resistance to malware),
 - d) have the device under permanent control and use all possible precautions to prevent a third party accessing the device (e.g. securing the device by a pass phrase or login password),
 - e) use only a trusted and properly secured device (e.g. not a public computer with Internet access without an adequate level of security),
 - f) prior to logging into Internet Banking, check whether the Bank's server address corresponds to <https://ib.postovnisporitelna.cz/prihlaseni> and whether the page certificate (certificate confirming that the page owner is the Bank) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any Security Elements and contact the Electronic Banking Helpdesk,
 - g) when paying for goods/ services or donating on a merchant's or non-profit organization's website using the Poštovní spořitelna Payment Button, verify that the Bank's server address to which the Client is being redirected corresponds to <https://platebnitlacitko.postovnisporitelna.cz/prihlaseni> and that the page certificate (certificate confirming that the page owner is the Bank) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any Security Elements and contact the Helpdesk. The Client is required to check the pre-filled data before the authorization of the Payment Transaction.
5. The Client must know about the security of the Electronic Banking services, in particular:
 - a) the options for setting Security Elements, in particular the recommendation of not using simple passwords or passwords that can be derived from his/her information,
 - b) the options of setting security limits to limit the amount of transactions and transaction volume per service, see Article IX of these Terms and Conditions – Part A,
 - c) safe behaviour on the Internet (e.g. not to open attachments to suspicious e-mail messages or click on the links they contain, not to respond to e-mail messages requiring personal data, passwords, PIN codes, payment card numbers etc.),
 - d) procedure for the loss, theft or disclosure of Security Elements, digital device or loss, theft of a mobile device i.e. inform the Bank about the situation immediately and ask for blockage of access to the Services pursuant to paragraph 9b) of this Article; if a mobile device is lost, to ask the operator to block the SIM card.

6. The Authorized Person is entitled to use products and services provided by the Bank and selected products and services of members of the ČSOB Group in accordance with the terms and conditions of selected products and services of the Bank and/or members of the ČSOB Group through the Electronic Banking services.
7. The Authorized Person must use the Electronic Banking services in full compliance with the Contract, the Terms and Conditions – Part A, the User Manual and the Principles for Safe Use of Electronic Banking and adhere to the procedures specified in them; in particular, he/she must prevent any other person from becoming acquainted with the Security Elements used, must not disclose these Security Elements to any other person and must not keep them in an easily readable form or have them or keep them together with the Means of Communication (e.g. PIN), i.e. he/she must take all reasonable measures to protect his/her Security Elements and Means of Communication. The Authorized Person is obliged to use the Electronic Banking services or Means of Communication according to the Terms and Conditions – Part A, in particular to follow all the agreed principles for ensuring the security of Means of Communication for the Electronic Banking services, including Security Elements.
8. Failure to fulfil the above-mentioned obligations of the Client stated above in this Article entitled Rights, Obligations and Responsibilities of the Client shall mean a breach of the Contract in a substantial manner within the meaning of Section 1977 of the Civil Code.
9. In the event the Authorized Person:
 - a) forgets his/her Security Elements, he/she can set up new Security Elements (if the Electronic Banking services allow it, see the User Manual) or request them through a Point of Sale. The Authorized Person has the right to terminate the Contract with immediate effect if it is necessary, for security reasons, to immediately issue new Security Elements,
 - b) discovers the loss, theft or misuse of Security Elements or Means of Communication or finds that an unauthorized person knows his/her Security Elements, he/she must immediately set new Security Elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the Security Elements through the Electronic Banking services) inform the Bank of this immediately, in person at a Branch or by phone (via the Phone Banking service client advisor or the Electronic Banking Helpdesk) or to helpdeskEB@postovnisporitelna.cz. Failing to fulfil these obligations will be considered a serious breach of the Contract. The Bank will take all appropriate measures to stop any further use of Electronic Banking services, also in cases where the Authorized Person is negligent or pursues fraudulent practice. The Authorized Person must provide the Bank with maximum cooperation in pursuing the remedial measures proposed by the Bank. If the Authorized Person does not accept the proposed measures, the Bank will not be responsible for any damage the Client may incur as a consequence thereof. The Client is not obliged to confirm any reports made by phone to the Bank in writing,
 - c) finds an unauthorized Payment Transaction, i.e. a Payment Transaction for which he/she has not given an order, or finds errors or other irregularities in the management of the account for which the Electronic Banking services are provided, he/she is obliged to inform the Bank in the manner specified in the terms and conditions for the relevant account type, or by phone (via the Phone Banking service client advisor or the Electronic Banking Helpdesk) or at helpdeskEB@postovnisporitelna.cz.
10. The Client bears full liability for damage incurred in direct connection with the breach of the Client's obligations referred to in paragraphs 1-9 of this Article of the Terms and Conditions – Part A. The Client acknowledges that any breach of obligations agreed herein in order to ensure the security of the Electronic Banking services and the Security Elements on his/her part (e.g. disclosure of Security Elements to a third party) may lead not only to unauthorized payment transactions being made with the use of Electronic Banking services but also to other types of damage being incurred as a result of steps referred to in Article III. Characteristics of the Electronic Banking Services (particularly paragraphs 13, 14) and that the Client shall be liable for any damage incurred in this way.
11. The Account Holder is responsible for the actions of Authorized Persons – Authorized Account Users related to the establishment and operation of the Electronic Banking services. The Authorized Person is liable for damage suffered as a result of loss, theft or misuse of the Security Elements or Means of Communication for the Electronic Banking services until the moment of notification to the Bank by the Authorized Person, except in cases where the Authorized Person acted fraudulently.
12. If the Account Holder is a minor, the protection of Security Elements, safe use, settings and changes to the Electronic Banking services will be the responsibility of his/her statutory representative who concluded the Contract on behalf of the Account Holder. The statutory representative shall be fully responsible for making sure that the exercise of the rights and obligations as pertains to the matters of care of the minor's assets is in accordance with the applicable legal regulations and any court decisions. On the day of coming of age (or on the day of gaining full legal capacity if it occurs earlier), the Account Holder shall become entitled to make all legal acts independently. If the statutory representative's assets are declared bankrupt during insolvency proceedings, the Bank is entitled to block the funds in the minor Account Holder's account and block all access of the minor Account Holder and the statutory representative to the account through the Electronic Banking services.

13. If the Account Holder is represented by a court-appointed guardian, the guardian who concluded the Contract is responsible for protecting the Security Elements and for the secure use of the Electronic Banking services and their settings and changes.
14. The Client will not be responsible for any damage in accordance with the previous provisions if the Means of Communication for the Electronic Banking services are used without Security Elements for identification and authentication of those means. In that case, the use of the Means of Communication is not sufficient to establish the Client's responsibility.
15. The Account Holder is obliged to immediately inform the Authorized Person about the cancellation of the Authorized Person's access to the account or about the cancellation of the account.
16. The Authorized Person (his/her statutory representative) is entitled to:
 - a) request a change or entry of data related to the establishment and operation of the Electronic Banking services (change of contact address, e-mail, telephone number, telephone number for sending the SMS Key, method of logging in to the service),
 - b) request the blocking/ unblocking of the Electronic Banking services as regards a change in the values of limits and Security Elements,
 - c) request the disconnection of the account from the Electronic Banking services,

Changes are implemented on the basis of submitting the Request – Changes form. The parameters for which the Bank allows it can be changed electronically. The Authorized Person is informed of the implementation of the change which affects the Contract between the Client and the Bank via the Notification; in the event of an electronic change, the Bank does not send the Notification.
17. In the case of a Client – private individual of age, it is possible to request a mass change of the mailing address by submitting the appropriate form. The change of the mailing address is made within the Bank by the 5th business day after the acceptance of the request by the Bank. In the event of a change in the mailing address at selected companies in the ČSOB Group with which the Client has entered into a contractual relationship, the change will be made in accordance with the terms and conditions of the relevant company.
18. An Authorized Person who uses the Smartbanking Application can deactivate this application from his/her mobile device. Deactivation of the Smartbanking Application from a mobile device is also possible via the Electronic Banking Helpdesk (in the case of loss or theft of the mobile device). In the event of deactivation of the Smartbanking Application via the Electronic Banking Helpdesk, all mobile devices of the Authorized Person connected to the Internet Banking service will be deactivated.

X. Rights, Obligations and Responsibilities of the Bank

1. The Bank is entitled to have an officially verified signature on all written legal acts of the Client which he/she does not sign before an employee of the Point of Sale.
2. The Bank will be responsible for:
 - a) any failure to make a Payment Transaction or incorrect execution of a Payment Transaction to which the Client has the right pursuant to the applicable legal regulations,
 - b) execution of an unauthorized Payment Transaction, i.e. a Payment Transaction for the execution of which the Authorized Person has not given an order; this does not apply if the Client acts in violation of the provisions of Article IX of the Terms and Conditions – Part A,
 - c) errors or other irregularities in the management of the account to which the Electronic Banking services are established, the originator of which can be considered the Bank.
3. For the cases stipulated in paragraph 2 of this Article, the Bank will provide to the Client:
 - a) the amount of the non-executed or incorrectly executed Payment Transaction, including interest on it, as the case may be, and
 - b) the remaining amount needed to return the Client's account to its original balance.
4. See the terms and conditions of the relevant account type for corrective items.
5. The provisions of paragraph 3 of this Article shall not apply if the Bank proves that the Authorized Person has breached the obligations of the Authorized Person set out in the Terms and Conditions.
6. The Bank will accept only those Instructions of the Client that include complete data corresponding to the prescribed and authorized formats according to the selected Electronic Banking service. The Bank is not liable for damage caused by the non-execution of incomplete or unauthorized Instructions. The Bank is also entitled not to execute or to refuse to execute Instructions in other cases which render them not feasible according to the Terms and Conditions – Part A or other contractual terms and conditions relating to the provision of services or products of the Bank and members of the ČSOB Group. The Bank will not execute Payment Transactions if there are insufficient funds on the accounts of the Client which are to be debited, if accounts are blocked, etc. The Bank

shall inform the Client of any failure to execute the Payment Transaction in accordance with the relevant account terms and conditions.

7. Payment Transactions on accounts and Related Products via the Electronic Banking services are performed by the Bank in accordance with the Authorized Person's Instructions. Payment Transactions on accounts and the use of Related Products must be in accordance with the Terms and Conditions – Part A, the terms and conditions for the relevant account type and the terms and conditions of selected products and services of the Bank and/or members of the ČSOB Group and legal regulations.
8. The Bank is not liable for:
 - a) any damage incurred because of incorrect data (transactions) or data (transactions) entered in duplicate delivered to the Bank via the Electronic Banking services,
 - b) any damage incurred by the Client in connection with the impossibility of using or non-availability of the Electronic Banking services and failure to execute Payment Transactions for direct or indirect reasons beyond the control of the Bank or its partners because of force majeure, natural disasters, international sanctions pursuant to the legal regulations for international sanctions, hardware failures, computer viruses or other events,
 - c) any damage caused as a result of a malfunctioning application installed on the Client's workstation, third-party program, workstation virus, hardware failure of the Client's workstation, operation of the service under an operating system or web browser not supported by the software manufacturer, a third party or force majeure.
9. In the event of a breach of a contractual obligation, the Bank will only be responsible to the Client who is a party to the Contract (not to the person who would benefit from the obligation being fulfilled).
10. The Bank is entitled to:
 - a) use all the Client's contact data for communication with the Client (addresses, e-mail addresses, phone numbers) communicated to it by the Client at the time of establishing the contractual relationship and in the course thereof,
 - b) immediately block the payment instrument/ service in order to guarantee the security of the payment instrument/ service, especially if the use of the payment instrument/ service is suspected of being unauthorized or fraudulent. Before blocking the payment instrument/ service or, if this is not possible, immediately thereafter, inform the Authorized Person in the manner agreed in the Article entitled Mutual Communication about the blocking of the payment instrument/ service and its reasons, unless informing the Authorized Person could frustrate the purpose of blocking the payment instrument/ service or unless it is contrary to other legislation. As soon as the reasons for blocking these services/ payment instrument cease to exist, the Bank will unblock them,
 - c) in the event of erroneous, incorrect or incomplete filling in the form or in the event of a discrepancy between the Client's signatures and the specimen signatures specified in the Specimen Signature, not execute the Instruction. The Bank will inform the Client about the non-execution of the Instruction.
11. The Bank will inform Clients sufficiently in advance about changes made to the Bank's website via the Internet Banking service and/or in an account statement.
12. The Bank is entitled to withdraw from the contractual relationship in cases where the persistence of the obligations under the contract or use of the product and service becomes unacceptable for the Bank or illegal under the applicable legal regulations or internal policy of the Bank or the KBC Group.

XI. Security

1. The Bank will take all appropriate measures to stop any further use of the Electronic Banking services after receiving information in accordance with Article X (9) b), also if the Authorized Person is grossly negligent or commits fraudulent practice.
2. The Electronic Banking services are provided via public communication and data lines. The Bank is not responsible for their security and is, therefore, not liable for any damage incurred by the Client as a result of the misuse of transmitted messages.
3. Informative text messages and messages sent by electronic mail are not electronically signed or encrypted.
4. The contractual documentation sent to Internet Banking is provided with the Bank's Electronic Seal and a Qualified Time Stamp on behalf of the Bank.
5. All phone calls made using the Phone Banking service are subject to sound recording. All Instructions delivered through Internet Banking are subject to making copies of SMS messages and Instructions.
6. The Smartbanking Application is secured by connecting the relevant mobile device with the access data of the given Authorized Person to the Internet Banking service. For that reason, one mobile device with the

Smartbanking Application may be used by only one Authorized Person, but one Authorized Person may use more than one mobile device with this application.

7. The Bank will inform Clients about current occurrences of attacks against computer systems and their forms on its [Website \(security\)](#), if this information is available.
8. Due to the peculiarities of the Electronic Banking services, it is possible to document individual requests and Payment Transactions on accounts carried out through a client advisor or through requests submitted via the Internet, in the form of audio recordings, copies of sent SMS messages or copies of requests transmitted over the Internet. Audio recordings, SMS and records of instructions transmitted via the Internet will be archived at the Bank in electronic form using secure methods pursuant to Act No. 21/1992 Coll., on Banks, as amended, for a sufficient time for the Bank to be able to search previous Instructions and correct errors. The Bank is responsible for safe archiving.

XII. Fees

1. The Bank is entitled to charge the Account Holder fees for the use of the Electronic Banking services in accordance with the valid [Price List](#). An account for fees of the payment account type or a Related Product is set by the Bank.
2. Fees will be debited from the fee account by the Bank for all operations related to the servicing of all accounts and Related Products of the Account Holder by the Electronic Banking services of all Authorized Persons (including the Account Holder), with the exception of fees for sending information on payment cards submitted within the Info service; these fees will be charged to the specific account to which the relevant payment card has been issued. Executed operations on all accounts performed by all Authorized Persons are added up for the purposes of charging.
3. Changing the fee account is possible via the Request – Changes form.
4. If an account other than a payment account type is set as the fee account, the Bank is entitled to set a payment account as a fee account for the Client after setting up that payment account.
5. In the event of termination of the obligation and termination of the contractual relationship arising from the account contract, where the account is set as a fee account for servicing via the Electronic Banking services, and if the Account Holder does not specify a new fee account, the Bank is entitled to set another Account Holder's account as a fee account.
6. The Account Holder and the Bank agree that the Bank is entitled to charge fees specified in the Bank's Price List (hereinafter the "Price List") and the Account Holder undertakes to pay them. The Bank is entitled to collect the fees from any account of the Account Holder maintained with the Bank. The Bank prefers to collect the fees from a current payment account. If the Account Holder does not have such an account or such an account has been cancelled or blocked or there are not enough funds in it to pay the fees, the Bank collects the fees from another account of the Account Holder maintained with the Bank.

XIII. Account Statements and Claims

1. The Account Holder is informed about the execution of Payment Transactions on the account by means of an account statement in electronic form or, by agreement between the Bank and the Account Holder, in paper form.
2. The Authorized Person is informed via the account history or via an account statement in electronic form (if the Account Holder has agreed to receive statements in this form).
3. The format of the electronic statement may be changed by the Authorized Person in Internet Banking.
4. Electronic account statements are available in the Internet Banking service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements.
5. The Client may apply for the solution of problems arising from the payment system through the Electronic Banking services or in connection with the use of the Electronic Banking services in writing or by telephone (via the Phone Banking service client advisor or the Electronic Banking Helpdesk) or at the e-mail address helpdeskEB@postovnisporitelna.cz within the time limit specified in the terms and conditions for the relevant account type.
6. The Bank accepts and handles Clients' complaints and claims in accordance with the Bank's [Claims Code](#) available at Points of Sale and on the Website.
7. In the case of a complaint reported by telephone, an audio recording is made, which serves as a basis for the possible resolution of complaints.

XIV. Mutual Communication

1. Communication between the Bank and Clients must be in Czech as follows unless agreed otherwise:
 - a) in person by a visit to a Point of Sale,
 - b) by telephone/ informative text message sent to the Client's mobile device,
 - c) by correspondence (in paper form) to the address of the Client Service, Československá obchodní banka, a.s., P. O. BOX 22, 502 22 Depo Hradec Králové 70,
 - d) electronically, especially by sending to Internet Banking or by e-mail, or by e-mail sent to info@postovnisporitelna.cz, or via the web form available on the Website,
 - e) through the Client Centre.
2. The Bank sends documents delivered by the postal service provider to private individuals:
 - a) to the contact address provided by the Client in the request,
 - b) to the permanent address if the Client has not provided a contact address; the Bank is always entitled to send documents to the permanent address if it considers it necessary because of the circumstances,
 - c) or to another agreed address; the agreed address may not be an address outside the territory of the Czech Republic, the address of a Point of Sale or a P. O. BOX,
 - d) if the Client provides the Bank with his/her residential address, the Bank will be entitled to send documents also to the residential address.
3. The Bank sends documents delivered by the postal service provider to legal entities and private individual entrepreneurs:
 - a) to the contact address provided by the Client in the request,
 - b) to the registered office address indicated in the relevant request,
 - c) to another agreed address; the agreed address may not be an address outside the territory of the Czech Republic or the address of a Point of Sale.
4. The Bank shall send documents concerning the conclusion, change and termination of the contractual relationship, or a breach of a contractual obligation, addressed to a minor Client, unless they have acquired legal capacity, or to a Client with limited legal capacity, to their statutory representative or guardian.
5. The Account Holder's notification as to which standing orders and direct debits entered via the Electronic Banking services should not be executed by the Bank after his/her death shall be accepted by the Bank only in the valid form designated for that purpose through the Points of Sale.
6. The document will be considered delivered on the 3rd business day after it is sent within the Czech Republic.
7. If any document is returned by the postal service provider as undeliverable, the effects of delivery come into existence on the day on which the document is returned to the Bank. The effects of the delivery shall occur even if the Client refuses to accept the document.
8. The Bank is entitled to ask the Client to provide an official translation of documents submitted in a language other than Czech or Slovak at his/her own expense. The Bank is not liable for delays in the provision of a service or order as a result of the need to translate the document.
9. The Client must provide the Bank with a higher certification by competent authorities of documents produced in a country other than the Czech Republic.

XV. Termination of the Obligation under the Contract

1. Both parties are entitled to terminate the Poštovní spořitelna Electronic Banking Contract in writing without giving a reason. If the Client – private individual with full legal capacity terminates this Contract, the obligation under the Contract and the contractual relationship arising from the Contract shall terminate one month after the delivery of the notice to the Point of Sale. If the Bank terminates the Contract, the obligation under the Contract shall expire and the contractual relationship resulting from the Contract shall end with the lapse of the notice period, which is two months and begins on the first day of the calendar month following the delivery of the notice. After the termination of the obligation under the Contract, the Client is no longer entitled to use the Electronic Banking services. The Bank shall cancel the Electronic Banking services for the Client on the business day following the termination of the obligation under the Contract. Following the termination of either party, the Bank is entitled not to allow the conclusion of contracts by electronic means.
2. Both parties are entitled to terminate the Poštovní spořitelna Electronic Banking Contract in writing without giving a reason. If the Account Holder – legal entity/ minor/ person with a limited legal capacity terminates this Contract, the obligation under the Contract expires and the contractual relationship arising from the Contract ends on the 5th business day following the delivery of the notice to the Point of Sale. If the Bank terminates the Contract, the

obligation under the Contract shall expire and the contractual relationship resulting from the Contract shall end with the lapse of the notice period, which is two months and begins on the first day of the calendar month following the delivery of the notice. After the termination of the obligation under the Contract, the Client is no longer entitled to use the Electronic Banking services. The Bank shall cancel access to all accounts and Related Products by the Electronic Banking services on the business day following the termination of the obligation under the Contract.

3. In the event the Client has breached the Terms and Conditions – Part A or the Contract in a material manner in accordance with Section 1977 of the Civil Code, the Bank is entitled to withdraw from the Contract and immediately terminate the service of accounts by the Electronic Banking services and not to allow the conclusion of contracts by electronic means. The obligation under the Contract expires upon delivery of the withdrawal to the Client.
4. The obligation under the Poštovní spořitelna Electronic Banking Contract ~~also~~ expires upon the expiry of the notice period of the contract for the Related Product in the event the obligation under the contract for the Related Product is terminated and the Account Holder.

PART B – ČSOB ELECTRONIC BANKING SERVICES BUSINESS TERMS AND CONDITIONS

I. Definitions and Terms

Smartbanking Application – the ČSOB Smartbanking application – original software installed on a smartphone or a tablet from the official app stores Google Play, App Store. When activated the Application is paired (matched) with the Authorized Person. The Authorized Person logs in to the application and executes Instructions through Security Elements provided by ČSOB.

Smart Key Application – the ČSOB Smart Key application – an app for mobile devices (e.g. smartphones or tablets) installed from official stores such as Google Play, App Store, which generates codes for the authentication of the Authorized Person and the authorization of the Instructions entered through the Internet Banking application of the ČSOB Internet Banking/ ČSOB InternetBanking 24 service.

Internet Banking application – the web application of the ČSOB Internet Banking/ ČSOB InternetBanking 24 service available through supported web browsers after authentication at <https://ib.csob.cz> and <https://ib24.csob.cz>.

Security Elements – the following elements (used separately/ in combination/ in combination with the Identification No.) to unambiguously authenticate the Client/ authorize Instructions:

- a) **PIN** – a five-digit number that is generated automatically by the system which authenticates the Authorized Person or the Instructions. The PIN may be changed at any time. The Authorized Person may enter the PIN for authentication and authorization using the keyboard and in the Smartbanking Application using the built-in biometric sensor (if this technology is supported by ČSOB for a specific type of mobile device).
- b) **SMS Key (Authorization Code)** – a nine-digit alphanumeric data through which the Authorized Person will authenticate Instructions, or through which he/she logs in to the Internet application of the ČSOB Internet Banking/ ČSOB InternetBanking 24 service. The SMS Key is also used to activate the Smart Key and the Smartbanking Application (to activate the Smartbanking Application the SMS Key can be of a different length) or to activate other applications provided by ČSOB. The SMS Key used for the signing (authorization) of a contract for selected ČSOB banking products in the ČSOB Internet Banking Application is a twelve-digit alphanumeric code. The Authorization Code will be generated separately for each Instruction/ login and sent to the Authorized Person's pre-defined mobile phone number in the selected manner specified when the Agreement is signed.
- c) **PIN (for the Smart Key Application)** – a numeric or image code for access to the Smart Key Application. The PIN can be entered from a keypad or a built-in biometric sensor (if ČSOB supports the technology in the given type of mobile device).
- d) **Smart Key (Authorization Code)** – a six-digit numeric code by which the Authorized Person authorizes Instructions or performs authentication in the Internet application of the ČSOB Internet Banking/ ČSOB InternetBanking 24 service. The Authorization Code will be generated separately for each Instruction/ login and is displayed in the Authorized Person's Smart Key Application.
- e) **PIN (for the chip card)** – a four-to-eight-digit number enabling the Authorized Person to use the chip card. A PIN is generated separately for each chip card and the Authorized Person can change it at any time.
- f) **PUK (for the chip card)** – a numerical combination given to the Authorized Person for unblocking the PIN (for the chip card).

- g) **Password for the ČSOB Phone Banking/ ČSOB Linka 24 service** – six-to-ten-digit alphanumerical data by which the Authorized Person will be authenticated. The Authorized Person will select this number; the number may be changed at any time.

Certificate shall be deemed to mean:

- a) a commercial certificate issued by První certifikační autorita, a.s., with its registered office at Podvinný mlýn 2178/6, 190 00 Prague 9, ID No. 26439395 (hereinafter "I.CA") (hereinafter the "Commercial Certificate"), and
- b) a qualified certificate for electronic signature pursuant to the Regulation (Article 3/15) issued by I.CA (hereinafter the "Qualified Certificate") that is stored on a chip card which an Authorized Person will get access to by entering the PIN (for the chip card).

Instruction – an instruction of the Authorized Person delivered to ČSOB via the Electronic Banking services for a Payment Transaction or the use of products and services provided by ČSOB and/or ČSOB Group members.

Agreement – an Agreement on the Activation of ČSOB Electronic Banking Services concluded between the Authorized Person and ČSOB which includes these Terms and Conditions – Part B and the Accounts and Payments Terms and Conditions as integral parts thereof. The Agreement also means a contract containing an agreement on the provision of ČSOB Electronic Banking services and at the same time an agreement on the activation of ČSOB Electronic Banking services concluded by ČSOB with the Account Holder – Authorized Person, which includes these Terms and Conditions – Part B and the Accounts and Payments Terms and Conditions.

Qualified Electronic Signature – a qualified electronic signature pursuant to the Regulation (Article 3/12) which is based on a Qualified Certificate.

Helpdesk – an Electronic Banking Helpdesk customer contact centre, the contact information for which is available at www.csob.cz.

Identification Number – an eight-digit number used along with other Security Elements to authenticate an Authorized Person.

Client – the Account Holder and the Authorized Person.

Account Holder – a private individual, private individual entrepreneur or a legal entity with an account at ČSOB.

Regulation – Regulation (EU) No. 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

Authorized Person – a private individual – an Account Holder – or a private individual who the Account Holder has authorized via the Electronic Banking services in the Contract or Authorization to dispose of funds in his/her accounts through Electronic Banking services and who has access to all information about an account(s) provided by the relevant Electronic Banking service.

Payment Transaction – within the meaning of the Terms and Conditions – Part B, a non-cash transfer of funds executed within a payment service – outgoing payment or collection.

Accounts and Payments Terms and Conditions shall mean:

- a) Pre-Contract Information and Terms and Conditions for Accounts and Payments – People,
- b) Pre-Contract Information and Terms and Conditions for Accounts and Payments – Legal Entities and Individual Entrepreneurs,
- c) Terms and Conditions for Accounts and Payments for Corporations and Institutions.

Means of Communication will be as follows:

- a) chip card – a plastic card with an electronic chip that is used to keep safe and generate a private key and a Certificate that the Authorized Person will obtain along with the PIN and PUK,
- b) chip card reader – a facility for communicating between the PC with the chip card,
- c) telephone with a pulse/tone option,
- d) mobile/ portable facility – a mobile phone or other portable facilities with Internet access e.g. smartphone, tablet or laptop, the recommended configuration of which is specified in the User Manual,
- e) PC – a personal computer with the recommended configuration as specified in the User Manual.

ČSOB Group – ČSOB and entities forming a business group with ČSOB; the current list is available at www.csob.cz/skupina.

KBC Group – KBC Group NV, with its registered seat at Havenlaan 2, B-1080 Brussels, Belgium, reg. No. 0403.227.515, and the entities forming a holding group with it.

Electronic Banking services are:

- a) **Phone Banking**, which means the ČSOB Phone Banking/ ČSOB Linka 24 service – a customer service line available during hours specified at www.csob.cz. As part of the Phone Banking service, an additional service can be arranged for the automatic sending of SMS and/or e-mail messages with information about the balance or movement on the Client's account, about payments and other ČSOB products. In the event of changes made via the Phone Banking service, ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.
- b) **Internet Banking/ InternetBanking 24**, which means the ČSOB Internet Banking/ ČSOB InternetBanking 24 service, which consists of the Internet banking application and the Smartbanking application, which enables the Client to communicate with ČSOB safely via the Internet and use the established products according to the relevant product terms and conditions. Internet Banking allows the Account Holder – a natural person who is of legal age – to conclude contracts for the provision of selected banking products. As part of the Internet Banking/ InternetBanking 24 service, an additional service can be arranged for the automatic sending of informative SMS and/or e-mail messages with information about the balance or movement on the Client's account, about payments and other ČSOB products.

Contract – a Contract for Activation of ČSOB Electronic Banking services that ČSOB concludes with the Account Holder, including these Terms and Conditions – Part B and the Accounts and Payments Terms and Conditions as integral parts thereof. The Contract also means a contract containing an agreement on the provision of ČSOB Electronic Banking services and at the same time an agreement on the activation of ČSOB Electronic Banking services concluded by ČSOB with the Account Holder – Authorized Person, which includes these Terms and Conditions – Part B and the Accounts and Payments Terms and Conditions. The Accounts and Payments Terms and Conditions are available at www.csob.cz.

User Manual – a set of instructions, manuals, user information and technical specifications of the Electronic Banking services and documents of a similar nature which is available at www.csob.cz/prirucky.

Guaranteed Electronic Signature – a guaranteed electronic signature pursuant to the Regulation (Article 3/11) which is based on a Qualified Certificate.

Establishing ČSOB Identity – concluding an Agreement on ČSOB Identity between an Authorized Person and ČSOB, which includes the Terms and Conditions for ČSOB Identity.

Authorization – a document for disposing of funds in accounts using Electronic Banking services.

II. Characteristics of the Electronic Banking Services

1. The Electronic Banking services are provided under an Agreement and a Contract. Both the Agreement and the Contract may be concluded as a Client's application (form) and its acceptance by ČSOB.
2. Electronic Banking services can be provided if the applicant holds an account at ČSOB (Account Holder).
3. Internet Banking is accessible to all Clients at <https://ib.csob.cz> except for Authorized Persons using the Certificate for the authentication and authorization of legal acts in the Electronic Banking service. The InternetBanking 24 service is accessible at <https://ib24.csob.cz> only to Authorized Persons using the Certificate for the authentication and authorization of legal acts in the Electronic Banking service, or by Authorized Persons acting on behalf of the Client (legal entity) under a power of attorney/ authorization and by Authorized Persons on the basis of an express agreement with ČSOB.
4. Using the Electronic Banking services, the Client is entitled to submit Instructions. Authorized Persons' Instructions submitted through the Electronic Banking services will be accepted by ČSOB 24 hours a day and 7 days a week.
5. Using the Internet Banking service, the Authorized Person – the Account Holder – a natural person of legal age, is entitled to conclude contracts for selected banking products with ČSOB. The Authorized Person signs (authorizes) the contract with an SMS Key (Authorization Code). ČSOB will sign the contract with a scanned signature of an authorized representative of ČSOB and provide it with an electronic seal and a qualified stamp.
6. Using the Electronic Banking services, the Authorized Person is further entitled to:
 - a) set up/ activate selected payment instruments,
 - b) change the settings of selected payment instruments, such as setting the payment card limit, authorizing/ disabling online credit card payments, etc.
7. Selected services and applications can be activated and deactivated through the relevant Electronic Banking service or the Helpdesk. If an Authorized Person requires Smartbanking to be deactivated via the ČSOB

Helpdesk, the application will be deactivated on all mobile devices/ PCs on which the Authorized Person has activated the Smartbanking application.

8. ČSOB will assign the Authorized Person an Identification Number. If the Authorized Person is provided by ČSOB with an Identification Number before an Agreement is concluded, he/she will not be given another one.
9. If there is no provision in the Agreement with ČSOB giving the Authorized Person the right to use an SMS Key/ Smart Key/ Certificate when using the Electronic Banking services, the Authorized Person can use the Electronic Banking services in a passive form only, i.e. he/she will be authorized neither to make Payment Transactions nor to submit other Instructions.
10. If there is a provision in the Agreement with ČSOB giving the Authorized Person the right to use an SMS Key/ Smart Key/ Certificate when using the Electronic Banking services and the Account Holder specifies in the Authorization for the relevant Authorized Person a limit on Payment Transactions for the relevant account(s) equal to zero, the Authorized Person can use the Electronic Banking services in a passive form only, i.e. he/she will not be authorized to make Payment Transactions but he/she can submit other Instructions.
11. Active use of Electronic Banking services is an option to make Payment Transactions and submit other Instructions.
12. For minor Account Holders, the Electronic Banking services functionality is restricted to passive access to accounts up to the age of 15, i.e. they cannot make Payment Transactions. After the minor Account Holder reaches the age of 15 and until he/she reaches the age of 18, the statutory representative representing him/her in concluding the contract is entitled to set up active access for this minor Account Holder to his/her account, stating the limit on the relevant Electronic Banking service. Once the Account Holder reaches the age of 18, the Account Holder's previous access to Electronic Banking services will not be terminated, unless ČSOB and the Account Holder have agreed otherwise. The statutory representative of the minor Account Holder who represents him/her in concluding the contract has access to the minor Account Holder's account through Electronic Banking services until the minor Account Holder reaches the age of 18.
13. Internet Banking provides a list of the agreed products from within the ČSOB Group selected by the Client. The Client may use the Internet Banking/ InternetBanking 24 service to log into the Internet portals of ČSOB subsidiaries and the Internet Banking service to log into the Internet portals of ČSOB contractors, thus gaining access to information and the services of ČSOB subsidiaries (e.g. Penzijní společnost, Hypoteční banka) and contractors (e.g. OZP). Client identification details are provided for these purposes.
14. In Internet Banking, the Authorized Person – Account Holder, a natural person of age and with full legal capacity – can conclude the Multibanking Service Contract with ČSOB. ČSOB provides the Multibanking service on the basis of that contract, namely an indirect payment order, and the payment account information service, where ČSOB is in the position of the provider of the service (other than the provider of the payment account) under the terms of the Multibanking Service Contract.

III. Limits

1. When establishing the Electronic Banking services to make Payment Transactions, the Authorized Person can agree on limits in the Agreement, bearing in mind the type of the Electronic Banking service and the method used for authorizing Payment Transactions in the relevant type of Electronic Banking service.
2. The limit for Payment Transactions made through:
 - a) Phone Banking is CZK 300,000 (daily limit)/ CZK 500,000 (weekly limit),
 - b) Internet Banking/ InternetBanking 24:
 - with authorization by an SMS Key/ Smart Key and through the Smartbanking application: CZK 1,500,000 (daily limit)/ CZK 3,000,000 (weekly limit).

For security reasons ČSOB automatically sets up a daily limit of CZK 50,000 and a weekly limit of CZK 80,000 unless the Authorized Person specifies otherwise. The daily/ weekly limit is the total of all Payment Transactions delivered to ČSOB via Phone Banking and Internet Banking/ InternetBanking 24 during a day/ week. Payment Transactions delivered to ČSOB via the Phone Banking service are not added to Payment Transactions delivered to ČSOB via the Internet Banking/ InternetBanking 24 service made with authorization by an SMS Key /Smart Key and through the Smartbanking application.

Payment Transactions delivered to ČSOB via the InternetBanking 24 service with authorization by a Qualified Electronic Signature or Guaranteed Electronic Signature are not included in the daily/ weekly limit.
 - There is no limit on individual Payment Transactions made with authorization by a Qualified Electronic Signature or Guaranteed Electronic Signature through the InternetBanking 24 service.

For security reasons ČSOB automatically sets up this limit to be CZK 1,000,000 unless the Authorized Person specifies otherwise.

3. The Account Holder can set up a limit in the Contract or Authorization for a particular Payment Transaction made by the Authorized Person in the relevant account, regardless of the limits specified by the Authorized Person. This limit also applies to Payment Transactions performed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account.
4. The limits set by the Client can be changed either through a ČSOB branch or via the Electronic Banking services if they allow such a change. ČSOB is responsible for setting the increase in the maximum limits via the Electronic Banking services. ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.
5. Payment Transactions executed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account, are included in the limits of the Electronic Banking services established by the Authorized Person.
6. The limits specified in paragraph 2 of this Article do not apply to a direct debit order, a SEPA direct debit authorization, a transfer between the accounts of one Account Holder and a payment order (from an account at another bank) placed within the Multibanking service.

IV. Authentication of Authorized Person and Authorization of Instructions by the Authorized Person

1. The Authorized Person is authenticated:
 - a) when using the Phone Banking service
 - by the Identification Number, selected symbols from the PIN and selected symbols from the password for the Phone Banking service,
 - by the Identification Number, selected symbols from the PIN and callback of ČSOB to the Authorized Person,
 - by questions asked by ČSOB of the Authorized Person during the callback of ČSOB, which will enable proof of his/her identity (when the bank allows it),
 - b) when using the Internet application of the Internet Banking service – by the Identification Number and the PIN and the SMS Key/ Smart Key,
 - c) when using the Internet application of the InternetBanking 24 service – by the Identification Number and the PIN and the SMS Key/ Smart Key or the Commercial Certificate,
 - d) when using the Smartbanking Application – by the Identification Number and the PIN and the SMS Key when this application is activated. For subsequent logins, he/she is authenticated by the Identification Number and the PIN.
 - e) in the event the Authorized Person arranges a Smart Key with ČSOB for authentication and authorization via the ČSOB Identity, the method of authentication of the Authorized Person who was previously authenticated in the Electronic Banking services via a PIN and an SMS Key will be changed to a PIN and a Smart Key. ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.
2. When using the Internet Banking service/ InternetBanking 24 service, the Authorized Person authorizes Instructions delivered to ČSOB through:
 - a) the Internet application of the Internet Banking service – by the SMS Key (Authorization Code) or Smart Key,
 - b) the Internet application of the InternetBanking 24 service – by the SMS Key (Authorization Code) or Smart Key or Qualified Electronic Signature or Guaranteed Electronic Signature,
 - c) Smartbanking Application – by the PIN. ČSOB is entitled to require all Payment Transactions to be authorized via a combination of a PIN and SMS Key.

In the event the Authorized Person arranges a Smart Key with ČSOB for authentication and authorization via the ČSOB Identity, the method of authorization of Instructions for the Authorized Person who previously authorized Instructions in the Electronic Banking services via an SMS Key (Authorization Code) will be changed to a Smart Key. ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.

The method used for the Authorized Person's – Account Holder's – signing (authorization) of Contracts for selected banking products using Internet Banking shall remain unchanged – the SMS Key (Authorization Code).

3. ČSOB is entitled to modify the method used for the Authorized Person's authentication for individual Electronic Banking services, primarily to enhance the security of Electronic Banking services. ČSOB will inform the

Authorized Person about the new method of authentication via the Electronic Banking service concerned or in writing, no later than 2 months before the change comes into effect.

4. During authentication, the Authorized Person will be able to make several attempts, depending on the service selected. The Authorized Person's access to the Electronic Banking services will be blocked/ unblocked in the cases and in the way described in the User Manual.
5. The Authorized Person confirms the correctness of the particular data of an Instruction delivered to ČSOB via the Phone Banking service by his/her consent at the end of a phone call. The Authorized Person's consent is considered unambiguous and indisputable confirmation of the correctness of the data entered by the Authorized Person. To successfully enter an Instruction delivered to ČSOB via the Phone Banking service, the Authorized Person must wait for confirmation (check) of this Instruction. If he/she does not do so, the Instruction will not be carried out.

V. Rights, Obligations and Responsibilities of the Client

1. The Client must carefully read and adhere to these Terms and Conditions – Part B and the Accounts and Payments Terms and Conditions. They must also follow the Principles of Safe Use of Electronic Banking available in the Safety Guide at www.csob.cz/bezpecnost and the User Manual available at www.csob.cz/prirucky.
2. The Client must read information messages about changes in the Terms and Conditions – Part B, the Price List and ČSOB Internet addresses and monitor informative security messages displayed in the Internet Banking/ InternetBanking 24 service and at www.csob.cz/bezpecnost.
3. The Client must ensure that the device used for Electronic Banking services has:
 - a) an updated operating system (regular updates remove security flaws from the system);
 - b) an updated Internet browser from a recommended SW shown at www.csob.cz,
 - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the device.
4. The Client must:
 - a) not download and install programs that can be freely downloaded from the Internet if he/she cannot be fully sure that they are free of viruses or spyware, or that they do not come from a source that is untrustworthy,
 - b) install (on their tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play, Windows Store) and follow the authorizations required by the installed application (e.g. deny access of the application to text messages, etc.),
 - c) not use mobile devices with settings that have been changed for a bank account by the so-called jailbreak or root (these changes may affect the security of these devices by reducing their resistance to malware),
 - d) have the device under permanent control and use all possible precautions to prevent a third party accessing the device (e.g. securing the device by a pass phrase),
 - e) use only a trusted and properly secured device (e.g. not a public computer with Internet access without an adequate level of safety),
 - f) prior to logging into the Internet Banking/ InternetBanking 24 service, check whether the ČSOB server address corresponds to <https://ib.csob.cz> or <https://ib24.csob.cz> and whether the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, do not perform any acts, do not enter any Security Elements and contact the Helpdesk.
 - g) when paying for goods/ services or donating on a merchant's or non-profit organization's website using the ČSOB Payment Button, verify that the ČSOB server address to which the Client is being redirected is similar to <https://platebnitlacitko.csob.cz> and that the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, do not perform any acts, do not enter any Security Elements and contact the Helpdesk. The Client is required to check the pre-filled data before authorizing the Payment Transaction.
5. The Client must know about the security of Electronic Banking services, in particular:
 - a) the options for setting Security Elements, in particular the recommendation of not using simple passwords or passwords that can be derived from his/her information,

- b) the options of setting safety limits to limit the amount of Payment Transactions and Payment Transactions per service; see Article III of these Terms and Conditions – Part B,
 - c) observe safe behaviour on the Internet (e.g. not react to email messages with a suspicious name and contents, particularly if personal data, passwords or his/her PIN code or payment card numbers are required to be provided, not open documents attached to such messages and not click on links in these messages),
 - d) observe the procedure for the loss, theft or disclosure of Security Elements, digital or mobile device, i.e. inform ČSOB about the situation immediately and ask for the blocking of Electronic Banking services pursuant to paragraph 8 letter b) of this Article; if a mobile device is lost to ask the operator to block the SIM card.
6. The Client must use the Electronic Banking services in full compliance with the Contract and/or Agreement, the Terms and Conditions – Part B, the User Manual and the Principles for Safe Use of Electronic Banking and adhere to the procedures specified in them; in particular, he/she must prevent any other person from becoming acquainted with the Security Elements used, must not disclose these Security Elements to any other person and must not keep them in an easily readable form or have them or keep them together with the Means of Communication to the Electronic Banking services (for example the PIN on the chip card), i.e. he/she must take all reasonable measures to protect his/her Security Elements and Means of Communication. The Client is obliged to use the Electronic Banking services, or Means of Communication according to the Terms and Conditions – Part B, in particular to follow all the agreed principles for ensuring the security of Means of Communication for the Electronic Banking services, including Security Elements.
7. Failing to fulfil these obligations will be considered a substantial breach of the Contract and/or Agreement pursuant to the provisions of Section 1977 of the Civil Code.
8. If the Client:
- a) forgets his/her Security Elements, he/she is entitled to set new Security Elements (if possible) or come to a ČSOB branch to set them,
 - b) discovers the loss, theft or misuse of Security Elements or Means of Communication or finds that an unauthorized person knows his/her Security Elements, he/she must set new Security Elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the Security Elements through Electronic Banking services) inform ČSOB of this immediately, in person at a ČSOB branch, by phone through the Phone Banking service to the telephone number specified in the User Manual, or by telephone or e-mail to the Helpdesk.
- Failing to fulfil these obligations will be considered a serious breach of the Contract and/or Agreement. If a Certificate is misused, the Client can directly invalidate it via the Internet pages www.ica.cz, or after entering the number of the Certificate and the invalidation password specified in the Certificate application. ČSOB will take all the appropriate measures to stop the further use of Electronic Banking services even when the Client is negligent or carries out a fraudulent transaction. The Client must provide ČSOB with the maximum cooperation in remedial measures suggested by ČSOB. If the Client does not accept the proposed measures, ČSOB will not be liable for any potential damage the Client may incur,
- c) finds an unauthenticated Payment Transaction, errors or other discrepancies in the maintenance of the account for which the Electronic Banking services are provided he/she must inform ČSOB at a branch in person, or by phone via the Phone Banking service, or by phone or to the e-mail address of the Helpdesk.
9. The Client bears full liability for damage incurred in direct connection with the breach of the Client's obligations referred to in paragraphs 1-8 of this Article of the Terms and Conditions – Part B. The Client acknowledges that any breach of obligations agreed herein in order to ensure the security of the Electronic Banking services and the Security Elements on its part (e.g. disclosure of Security Elements to a third party) may lead not only to unauthorized payment transactions being made with the use of Electronic Banking services but also to other types of damage being incurred as a result of steps referred to in Article II. Characteristics of the Electronic Banking Services (particularly paragraphs 4-6) and that the Client shall be liable for any damage incurred in this way.
10. Once the Client (or a person designated by him/her) informs ČSOB in accordance with the obligation specified in paragraph 8 letter b), he/she will not be responsible for damage incurred as a result of the loss, theft or misuse of his/her Security Elements or Means of Communication with the Electronic Banking services except for fraudulent transactions by the Client.
11. The Client is not entitled to recall a transfer (between the accounts of an Account Holder) and a Payment Transaction through the Electronic Banking services on the due date. A Payment Transaction with a future due date delivered via the Electronic Banking services can either be cancelled by a Payment Transaction cancellation application delivered to a ČSOB branch or recalled or modified via selected Electronic Banking services but no later than the day before the due date at the latest by the deadline stipulated in the Accounts and Payments Terms and Conditions.

12. The notification of the Account Holder concerning standing orders and direct debit (collection) permits ordered via the Electronic Banking services which will not be executed by ČSOB after his/her death must be delivered to ČSOB in writing via any ČSOB branch.

VI. Rights, Obligations and Responsibilities of ČSOB

1. ČSOB is entitled to have an officially verified signature on all written legal acts of the Client which he/she does not sign before a ČSOB employee.
2. ČSOB will issue the selected Means of Communication and Security Elements only to the Authorized Person, not to a third person on the basis of a power of attorney. Security Elements can be sent/ handed over to the Authorized Person either electronically or in paper form.
3. ČSOB will not be responsible for an Instruction made (including an unauthorized Payment Transaction) if the Client acts contrary to the Contract and/or the Agreement and/or the provisions of the Terms and Conditions.
4. The Account Holder and ČSOB agree that ČSOB is entitled to charge fees specified in the ČSOB Price List (hereinafter the "Price List") and the Account Holder undertakes to pay them. ČSOB is entitled to collect the fees from any account of the Account Holder maintained with ČSOB. ČSOB prefers to collect the fees from a current payment account. If the Account Holder does not have such an account or such an account has been cancelled or blocked or there are not enough funds in it to pay the fees, ČSOB collects the fees from another account of the Account Holder maintained with ČSOB.
5. ČSOB will not be liable for the non-execution of a Payment Transaction and any damage incurred in connection with the non-availability/ malfunctioning of Electronic Banking services for direct or indirect reasons beyond the control of ČSOB or its partners because of force majeure, natural disasters, international sanctions pursuant to the legal regulations for international sanctions, HW failures, computer viruses or other events caused, for example, by a third party (the program of another manufacturer, etc.).
6. If a contractual obligation is breached, ČSOB will be responsible only to the Client and not to the person whose interest should be satisfied by the fulfilment of the agreed obligation.
7. ČSOB will inform Clients about current attacks against computer systems and their effects through its security site www.csob.cz/bezpecnost if this information is available.
8. ČSOB will inform Clients sufficiently in advance about changes made to the ČSOB website via a message in the Internet Banking service/ InternetBanking 24 and/or in an account statement.
9. ČSOB is authorized to block Electronic Banking services/ payment instruments for reasons relating to the security of Electronic Banking services/ payment instruments, in particular as a result of a suspicion of unauthorized or fraudulent use of Electronic Banking services/ payment instruments. Prior to blocking the Electronic Banking services/ payment instruments, or if this is not possible, immediately afterwards, ČSOB shall inform the Authorized Person, in a manner defined in the Accounts and Payments Terms and Conditions, Mutual Communication, of the blocking of the Electronic Banking services/ payment instruments, including the grounds for their blocking, unless informing the Authorized Person could defeat the purpose for which the Electronic Banking services or the payment instruments used within the Electronic Banking service are being blocked or unless such blocking contravenes other legal regulations.
10. ČSOB will take all appropriate measures to stop any further use of the Electronic Banking services after receiving information in accordance with Article V, paragraph 8 letter b) even if the Client is negligent or commits a fraud.
11. ČSOB will not be responsible for the security of the public communication and data lines the Electronic Banking services are provided through and therefore cannot influence the fact that the Client may incur damage as a result of any misuse of messages that are transmitted.
12. ČSOB is entitled to withdraw from the contractual relationship in a case where the persistence of the obligations under the contract or use of the product and service becomes unacceptable for ČSOB or illegal under the applicable legal regulations or internal policy of ČSOB or the KBC Group.

VII. Account Statements and Claims

1. The Account Holder will be informed of the carrying out of Instructions through electronic or paper account statements. Only the Account Holder can ask for access to electronic account statements, either in writing or electronically, through the Electronic Banking services (if the Electronic Banking services and the account/ product for which the account statement is prepared allow this).
2. ČSOB provides the Account Holder with account statements electronically through the Internet application of the Internet Banking/ InternetBanking 24 service. ČSOB makes account statements available monthly as standard, in the PDF format and in Czech, unless agreed otherwise. Only the Account Holder can ask for the frequency of account statements to be changed or for a change from electronic to paper form or vice versa.

3. If the Account Holder and ČSOB agree to access to account statements electronically, the electronic account statement is automatically available and sent to all Authorized Persons authorized by the Account Holder to dispose of funds in the Account Holder's account. The Authorized Person will also be informed via the account history.
4. If the Account Holder is a legal entity, ČSOB will make account statements available to the Account Holder through the Authorized Persons authorized by him/her.
5. Electronic account statements are available in the Internet Banking/ InternetBanking 24 service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements.
6. The Client must check the continuity of settlements, the correctness of the funds in the account and the correctness of Payment Transactions and executed Instructions in account statements immediately. If the Client finds discrepancies in settling or not settling feasible payment orders or Instructions, he/she must notify ČSOB of the defects and ask to have them removed without undue delay after discovering the fault but no later than by the deadline according to the relevant legal regulations.
7. The Client is entitled to require problems arising in connection with the Electronic Banking services to be resolved at a ČSOB branch in writing, by phone via the Phone Banking service or by e-mail or phone to the Electronic Banking Helpdesk (contact details at www.csob.cz) within the period specified in the ČSOB Claims Code, which is available at ČSOB branches and at www.csob.cz.

VIII. Other Provisions and Specifics of Electronic Banking Services

1. The Authorized Person can sign electronic contractual or other documentation by his/her biometric signature on an electronic tablet or signpad at selected ČSOB branches. ČSOB signs this documentation by a scanned signature of an authorized ČSOB representative or a biometric or other signature. Contractual documentation will come into effect when it has been signed by all the contracting parties; documentation signed by only one of the parties will come into effect when signed by the relevant contracting party. Subsequently, ČSOB will affix an electronic seal and qualified time stamp and send it to the Authorized Person's Internet Banking application of the Internet Banking/ InternetBanking 24 service. Contractual documentation for the ČSOB Identity is sent directly to the ČSOB Identity service. If the obligation ceases to exist and the contractual relationship arising from the Contract /Agreement is terminated, the Authorized Person must store this documentation using another data storage prior to the date of the termination of the contractual relationship. If electronic contractual or other documentation is concluded between the Authorized Person and ČSOB, acting as an agent, mediator or another contracting representative of the ČSOB Group, and is addressed to the Authorized Person, the above applies analogously.
2. When Electronic Banking services are used ČSOB will accept only those Instructions that include complete data corresponding to the prescribed and authorized formats according to the selected Electronic Banking service. ČSOB is not liable for damage caused by the non-execution of incomplete or unauthorized Instructions. ČSOB is also entitled not to execute or to refuse to execute Instructions in other cases which render them not feasible according to the Terms and Conditions – Part B and the Accounts and Payments Terms and Conditions or other contractual terms and conditions relating to the provision of services or products of ČSOB and the ČSOB Group. ČSOB will not execute Payment Transactions if there are insufficient funds on the accounts of the Account Holder which are to be debited, if accounts are blocked, etc. ČSOB shall inform the Client of any failure to execute the Payment Transaction in accordance with the Accounts and Payments Terms and Conditions. ČSOB is not liable for any damage incurred because of incorrect Instructions or Instructions entered in duplicate delivered to ČSOB via the Electronic Banking services.
3. The Smart Key can always be activated at a ČSOB branch. If the Authorized Person has several identification numbers, they can activate the Smart Key at a ČSOB branch or via a ČSOB/ Poštovní spořitelna ATM. If the terms and conditions specified in this paragraph are met, the Authorized Person can also activate the Smart Key via the Internet Banking/ InternetBanking 24 service or at a ČSOB/ Poštovní spořitelna ATM and ČSOB and the Authorized Person agree that the Agreement will be modified accordingly. By activating the Smart Key, the Authorized Person agrees that the Agreement will apply in the wording concluded before the Smart Key is activated with the following changes:
 - if the Authorized Person has established an SMS Key, the method used for authenticating and authorizing will change from the SMS Key to the Smart Key according to the setting the Authorized Person had for the SMS Key,
 - if the Authorized Person has logged in to the Internet Banking/ InternetBanking 24 service through the Identification Number and PIN as soon as the Smart Key is activated, the method used for the Authorized Person's log-in will change to the Identification Number, PIN and Smart Key,

- If the Authorized Person has no SMS Key and uses a chip card for authentication and a Qualified Electronic Signature or Guaranteed Electronic Signature generated on the card for authorization of Instructions and logs in to the InternetBanking 24 service through a chip card and PIN for the chip card, as soon as the Smart Key is activated the Authorized Person's options to authorize Instructions will be extended according to the settings for the Smart Key with setting of limits in the amount of CZK 1,500,000 (daily limit)/ CZK 3,000,000 (weekly limit).

Otherwise, the Smart Key can be activated at a ČSOB branch only. If the Authorized Person uses a Smart Key, it can be deactivated or the method used for the authentication or authorization of Instructions can be changed to an SMS Key at a ČSOB branch or via the Phone Banking service. In the event of changes made via the Phone Banking service, ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.

4. The Authorized Person may request a change in the way an Authorized Person is authenticated in the Internet Banking/ InternetBanking 24 service at a ČSOB branch or via the Phone Banking service; the way an Authorized Person is authenticated can be changed from the Identification Number and the PIN to the Identification Number, the PIN and the SMS Key/ Smart Key. In the event of such a change, ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.
5. Informative text messages and messages sent by electronic mail are not electronically signed or encrypted.
6. All phone calls made using the Phone Banking service are subject to sound recording. All Instructions delivered through the Internet Banking/ InternetBanking 24 service are subject to copies being made of text messages and Instructions.
7. If, when using the services of mobile network operators T-Mobile (TWIST recharging)/ O2 (O2 recharging)/ Vodafone (Vodafone Card Recharge, payment of invoices), the Account Holder has not sufficient funds in his/her account in the period between entering the request and the actual debiting of the account, ČSOB can charge the Client for using these services on the understanding that it is a contractually non-agreed overdraft on the account with the consequences resulting from this.
8. The Account Holder's accounts (or selected products and services of ČSOB and the ČSOB Group) open to this option are automatically made available to an Account Holder (who has full legal capacity) via the Electronic Banking services after the Contract and the Agreement are concluded. For Contracts concluded before 30 April 2012, ČSOB will make the Account Holder's accounts accessible according to the preceding sentence as at the next update of the Contract, unless the contracting parties agree otherwise. The limit for an individual Payment Transaction executed by the Authorized Person – the Account Holder specified by the Account Holder cannot be set in this case.
9. If the Client is:
 - a) a minor, the protection of Security Elements, safe use, settings and changes to Electronic Banking services will be the responsibility of the statutory representative who has concluded the Contract and the Agreement. The Authorization the statutory representative(s) granted to an Authorized Person will cease as soon as the Account Holder has reached the age of legal capacity. If the statutory representatives are declared bankrupt during insolvency proceedings, ČSOB is entitled to block the funds in the minor Account Holder's account and block all access to the minor Account Holder's account through the Electronic Banking services. If both statutory representatives represent the minor Client when the Contract is concluded, it may be changed or terminated only by both statutory representatives. If one statutory representative represents the minor Client when the Contract is concluded, it may be changed or terminated only by the statutory representative who signed the Contract.
 - b) represented by a court-appointed guardian, the guardian who has concluded the Contract and the Agreement is responsible for protecting the Security Elements and for secure use of the Electronic Banking services, settings and changes.

PART C – TRANSITIONAL PROVISIONS FOR THE TRANSFER OF CLIENTS FROM THE POŠTOVNÍ SPOŘITELNA ELECTRONIC BANKING SERVICES AND ČSOB ELECTRONIC BANKING SERVICES TO THE ELB SERVICES

1. Clients to whom Poštovní spořitelna Electronic Banking services and ČSOB Electronic Banking services are provided will be gradually transferred to the ELB Services as of the effective date of the Terms and Conditions in accordance with the procedure specified in Part C of the Terms and Conditions.
2. The Authorized Person will be informed in advance by ČSOB of the date on which he/she will be transferred from Poštovní spořitelna Electronic Banking services and ČSOB Electronic Banking services (depending on which service he/she uses) to the ELB Services.
3. On the day of the transfer of the Authorized Person to the ELB Services, the Authorized Person shall proceed as follows:

- a) The Authorized Person authenticates in the Poštovní spořitelna Electronic Banking services or the ČSOB Electronic Banking services (depending on which he/she currently uses) with the existing authentication elements of the services he/she uses. If the Authorized Person uses both of these services, the elements of the service to which he/she is currently logging in are used for authentication.
- b) After logging in to the Poštovní spořitelna Electronic Banking services or the ČSOB Electronic Banking services, the Authorized Person will be redirected to the website <https://identita.csob.cz>.
- c) At <https://identita.csob.cz>, the Authorized Person will agree to the following contractual documents, which is a prerequisite for using the ELB Services:
- Agreement on ČSOB Identity, which includes the Business Terms and Conditions for ČSOB Identity, if he/she has not already concluded this Agreement with ČSOB. This document establishes the ČSOB Identity for the Authorized Person and the Authorized Person may use the ČSOB Identity services in accordance with the terms and conditions of this service;
 - Document entitled Change of Settings of the Electronic Banking Services, in which the Authorized Person confirms in particular the new setting of limits in the ELB Services;
 - Terms and Conditions.
- If the Authorized Person is a minor, only his/her statutory representative may consent to the documents. If the Authorized Person has a limited legal capacity, only his/her guardian or other designated representative may consent to the documents. The consent is expressed by the statutory representative or guardian in his/her currently used Poštovní spořitelna Electronic Banking service or ČSOB Electronic Banking services (depending on which service he/she uses) or at a Point of Sale.
- d) The Authorized Person, after the approval of the documents according to Article 3c) of the Terms and Conditions – Part C, will create new ČSOB Identity elements, by which he/she will authenticate in the ELB Services, if he/she does not have them already, in accordance with the rules set by ČSOB.
4. After approval of the documents by the Authorized Person pursuant to Article 3c) of the Terms and Conditions – Part C and creation of ČSOB Identity elements according to Article 3d) of the Terms and Conditions – Part C, Part D of the Terms and Conditions, not Parts A, B, C of the Terms and Conditions, shall apply to the Authorized Person.
5. If the Account Holder's accounts are managed by more than one Authorized Person, each of these Authorized Persons is transferred from the Poštovní spořitelna Electronic Banking services or ČSOB Electronic Banking services (whichever he/she uses) individually and, subsequently, that Authorized Person shall observe the relevant part of the Terms and Conditions.

The relevant part of the Terms and Conditions applies to the Account Holder who is not at the same time an Authorized Person, depending on which part of the Terms and Conditions applies to the relevant Authorized Person. The moment when the Authorized Person agrees to the documents pursuant to Article 3c) of the Terms and Conditions – Part C, the following shall occur, inter alia:

- a change in the limit for an individual Payment Transaction executed by the Authorized Person on the relevant account, the amount of which was determined by the Account Holder in the Contract or Authorization, so that the amount of the limit remains the same and this limit applies to all Payment Transactions executed by the Authorized Person on the relevant account within one day;
- the Account Holder and the Authorized Person are newly subject to the Business Terms and Conditions for ČSOB Identity, unless they have already concluded an Agreement on ČSOB Identity before being transferred to the ELB Services;
- the Account Holder and the Authorized Person are newly subject to Part D of the Terms and Conditions – ČSOB Electronic Banking Services Business Terms and Conditions.

ČSOB does not notify the Account Holder of the moment when the Authorized Person agreed to the documents pursuant to Article 3c) of the Terms and Conditions – Part C.

PART D – ČSOB ELECTRONIC BANKING SERVICES BUSINESS TERMS AND CONDITIONS

I. Definitions and Terms

Smart Application – the ČSOB Smart application – original software installed on a smartphone or a tablet from the official app stores Google Play or App Store. The Authorized Person logs in to the application and executes the Instructions using selected ČSOB Identity elements (listed in the chapter entitled “Authentication of Authorized Person and Authorization of Instructions by the Authorized Person” of the Terms and Conditions – Part D).

Smart Key Application – the ČSOB Smart Key application – an app for mobile devices (e.g. smartphones or tablets) installed from official stores such as Google Play, App Store, which generates codes for the authentication of the Authorized Person and the authorization of the Instructions entered through the Internet Banking application of the ČSOB Internet Banking service.

Internet Banking application – the web application of the ČSOB Internet Banking service available through supported web browsers after authentication at <https://online.csob.cz>.

DoKapsy Application – the application the Authorized Person may use to pay with their card virtualized in a mobile device at contactless terminals or on the Internet using the Masterpass method; in the ČSOB Internet Banking service, the Authorized Person can apply for a code used for activation or unblocking of the PIN in a manner used to authorize Instructions in the ČSOB Internet Banking and can use the code to finish the activation or the PIN unblocking process. All user information about the application is available at <https://www.csob.cz/portal/lide/ucty/dokapsy>, including the DoKapsy Application Terms of Use.

Security Elements – ČSOB Identity elements specified in the Terms and Conditions of ČSOB Identity, which serve for the authentication of the Authorized Person in the ELB Services, authorization of legal actions of the Authorized Person in the ELB Services and activation of the relevant application according to the Terms and Conditions of ČSOB Identity:

- **Certificate** – the Qualified Certificate, Commercial Certificate and Isabel NV Certificate, which serve for authentication and authorization in the Service. For more details, see www.csob.cz/software.
 - **Qualified Certificate** – a qualified certificate for electronic signature pursuant to the Regulation, issued by První certifikační autorita, a.s., with its registered seat at Podvinný mlýn 2178/6, Prague 9 – Libeň, Postal Code 190 00, Organization ID No. 26 43 93 95 (“I.CA”), stored on a physical medium and secured with a PIN. For more details, see www.ica.cz
 - **Commercial Certificate** – a commercial certificate issued by I.CA, stored on a physical medium and secured with a PIN or password. For more details, see www.ica.cz
 - **Isabel NV Certificate** – a commercial certificate issued by Isabel NV, with its registered seat at Boulevard de l'Impératrice, 13-15, 1000 Brussels, Belgium, stored on a physical medium and protected with a password. For more details, see www.isabel.eu.
- **PIN (for the Smart Key Application)** – a numeric or image code for access to the Smart Key Application. The PIN can be entered from a keypad or a built-in biometric sensor (if ČSOB supports the technology in the given type of mobile device).
- **Smart Key** – a one-time code for authentication of the Authorized Person in the Service and authorization of legal actions of the Authorized Person in the Service, which is displayed to the Authorized Person in the ČSOB Smart Key Application.
- **SMS Key** – a one-time code for authentication of the Authorized Person in the Service, authorization of legal actions of the Authorized Person in the Service or activation of the Smart Key Application and Smart Application (and possibly for activation of other applications provided by ČSOB), which ČSOB sends to the Authorized Person to the security telephone number specified in the Agreement on Identity (defined in the Identity Terms and Conditions).

Czech Post – a branch of the Czech Post through which ČSOB accepts requests for the establishment/ change/ cancellation of the ELB Services.

Instruction – an instruction of the Authorized Person delivered to ČSOB via the ELB Services for a Payment Transaction or the use of products and services provided by ČSOB and/or members of the ČSOB Group.

Agreement – a contractual agreement between ČSOB and the Authorized Person on the ELB Services – upon first login to the ELB Services, the Authorized Person electronically agrees to the Terms and Conditions – Part D. If the Authorized Person and ČSOB agree on a Change in Settings of the ELB Services, the Change in Settings of the ELB Services shall become part of the Agreement.

Agreement on Identity – the Agreement on ČSOB Identity concluded between the Authorized Person and ČSOB, on the basis of which the Authorized Person acquires the ČSOB Identity and is entitled to use all ČSOB Identity services specified in the Identity Terms and Conditions, which are part of the Agreement on Identity.

Helpdesk – an ELB Services Helpdesk customer contact centre, the contact information for which is available at www.csob.cz.

Identification Number – the ČSOB Identity Identification Number, which is a numerical code assigned to the Authorized Person and indicated in the Agreement on Identity, which can be used for authentication of the Authorized Person while communicating with the Client Centre.

Client – the Account Holder and the Authorized Person.

Client Centre – a phone support service provided to Clients via a free client helpline.

Qualified Electronic Signature – a qualified electronic signature (pursuant to Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (Article 3(12)) based on a Qualified Certificate and created by a qualified means for creating electronic signatures.

Account Holder – a private individual, private individual entrepreneur or a legal entity with an account at ČSOB.

Authorized Person – a private individual – Account Holder or a private individual who the Account Holder has authorized via the ELB Services, in the Contract or Authorization to dispose of funds in his/her accounts via the ELB Services and who has access to all information about an account(s) provided by the ELB Services.

Payment Transaction – within the meaning of the Terms and Conditions – Part D, a non-cash transfer of funds executed within a payment service – outgoing payment or direct debit.

Accounts and Payments Terms and Conditions:

- a) Pre-Contract Information and Terms and Conditions for Accounts and Payments – People,
- b) Pre-Contract Information and Terms and Conditions for Accounts and Payments – Legal Entities and Individual Entrepreneurs,
- c) Terms and Conditions for Accounts and Payments for Corporations and Institutions.

Identity Terms and Conditions – the Business Terms and Conditions for ČSOB Identity.

ČSOB Identity Elements – ČSOB Identity elements described in the Identity Terms and Conditions.

Means of Communication:

- a) chip card – a plastic card with an electronic chip that is used to keep safe and generate a private key and a Certificate that the Authorized Person will obtain along with the PIN and PUK,
- b) chip card reader – a facility for communicating between the PC with the chip card,
- c) telephone with a pulse/tone option,
- d) mobile/ portable facility – a mobile phone or other portable facilities with Internet access e.g. smartphone, tablet or laptop, the recommended configuration of which is specified in the User Manual,
- e) PC – a personal computer with the recommended configuration as specified in the User Manual.

ČSOB Group – ČSOB and entities forming a business group with ČSOB; the current list is available at www.csob.cz/skupina.

KBC Group – KBC Group NV, with its registered seat at Havenlaan 2, B-1080 Brussels, Belgium, reg. No. 0403.227.515, and the entities forming a holding group with it.

ELB Services:

- a) **Phone Banking** – the ČSOB Phone Banking service – a customer service line available during hours specified at www.csob.cz. For changes made through the Phone Banking service, ČSOB and the Authorized Person agree that changes to the document entitled Changes in Settings of the ELB Services will be made to this extent, if it has been concluded between the Authorized Person and ČSOB.
- b) **Internet Banking** – the ČSOB Internet Banking service, which consists of the Internet banking application and the Smart Application, which enables the Client to communicate with ČSOB securely via the Internet and use the established products according to the relevant product terms and conditions. Internet Banking allows the Account Holder – a private individual who is of legal age – to conclude contracts for the provision of selected banking products. Internet Banking is available for all Clients at <https://online.csob.cz/>.

As part of the ELB Services, an additional service can be arranged for the automatic sending of SMS and/or e-mail messages with information about the balance or movement on the Client's account, about payments and other ČSOB products.

Contract – a contract concluded between ČSOB and the Account Holder, which includes the Terms and Conditions, the Identity Terms and Conditions and the Accounts and Payments Terms and Conditions, namely:

- ČSOB Electronic Banking Service Contract. The contract can be concluded as an Account Holder's (Authorized Person's) request and its acceptance by ČSOB.
- The Contract also means a contract containing an agreement on the provision of ČSOB Electronic Banking services and at the same time an agreement on the Change in Settings of the ELB Services concluded by ČSOB with the Account Holder – Authorized Person.

- Request – ČSOB Electronic Banking Service Contract, Authorization and Notification of Acceptance of a Proposal for the Conclusion of the ČSOB Electronic Banking Service Contract.
- Poštovní spořitelna Electronic Banking Contract, which consists of the Request for Services – Poštovní spořitelna Electronic Banking (proposal for concluding a contract), Notification of the Establishment and Activation of Poštovní spořitelna Electronic Banking Services
- Poštovní spořitelna Electronic Banking Contract, which consists of the Request for Services – establishment of access authorization and Poštovní spořitelna Electronic Banking services for the Authorized Person (proposal for concluding a contract), Notification of the Establishment of Poštovní spořitelna Electronic Banking Services.

Username – an optional code that the Authorized Person sets when logging in to the ČSOB Identity portal at <https://identita.csob.cz> for the first time in accordance with the Identity Terms and Conditions.

User Manual – a set of instructions, manuals, user information and technical specifications of the Service and documents of a similar nature, which is available at www.csob.cz/prirucky.

Login Password – an optional code that the Client enters when registering to the ČSOB Identity portal at <https://identita.csob.cz> in accordance with the Identity Terms and Conditions.

Guaranteed Electronic Signature – a guaranteed electronic signature pursuant to the Regulation (Article 3/11) which is based on a Qualified Certificate.

Change in Settings of the ELB Services – the document entitled Change in Settings of the ČSOB Electronic Banking Services, which regulates the settings of services, especially limits.

Authorization – the document of Authorization to dispose of funds in accounts through the ČSOB Electronic Banking services, the authorization specified in the Request – proposal for concluding the ČSOB Electronic Banking Service Contract, the authorization specified in the Request for Services – establishment of access authorization and Poštovní spořitelna Electronic Banking services.

II. Characteristics of the ELB Services

1. A prerequisite for the provision of the ELB Services to the Account Holder is the conclusion of the Contract and the maintenance of the Account Holder's account with ČSOB.
2. These are prerequisites for access of the Authorized Person to the ELB Services:
 - the conclusion of an Agreement on ČSOB Identity
 - expression of consent (electronically) by the Authorized Person with the Terms and Conditions upon the first access to the ELB Services (conclusion of the Agreement).
3. Using the ELB Services, the Authorized Person is entitled to execute Instructions. Authorized Persons' Instructions submitted through the Internet Banking service will be accepted by ČSOB 24 hours a day and 7 days a week. The Instructions of Authorized Persons handed over to ČSOB via the Phone Banking service are accepted by ČSOB during the [business hours](#) specified on the website.
4. Using the Internet Banking service, the Authorized Person – a private individual with full legal capacity is entitled to conclude contracts for selected banking products with ČSOB.
5. Using the ELB Services, the Authorized Person is further entitled, among other things, to:
 - a) set up/ activate selected payment instruments
 - b) change the settings of selected payment instruments, such as setting the payment card limit, authorizing/ disabling online payment card payments etc.
6. In Internet Banking, the Authorized Person – Account Holder, a private individual of age and with full legal capacity – can conclude the Multibanking Service Contract with ČSOB. ČSOB provides the Multibanking service on the basis of that contract, namely an indirect payment order, and the payment account information service, where ČSOB is in the position of the provider of the service (other than the provider of the payment account) under the terms and conditions of the Multibanking Service Contract.
7. Internet Banking provides a list of the agreed products from within the ČSOB Group selected by the Client. The Client may use the Internet Banking service to log into the Internet portals of ČSOB subsidiaries and the Internet Banking service to log into the Internet portals of ČSOB contractors, thus gaining access to information and the services of those subsidiaries (e.g. Patria Finance, Penzijní společnost, Hypoteční banka) and contractors (e.g. OZP). Client identification details are provided for these purposes.
8. Selected services and applications can be activated and deactivated through the relevant service provided under the ELB Services or via the Helpdesk. If the Authorized Person requires the Smart Application to be deactivated

via the ČSOB Helpdesk, the application will be deactivated on all mobile devices/ PCs on which the Authorized Person has activated the Smart Application.

9. If the Account Holder specifies in the Authorization for the relevant Authorized Person a limit on Payment Transactions for the relevant account equal to zero, the Authorized Person can use the ELB Services in a passive form in relation to the account concerned only, i.e. he/she will not be authorized to make Payment Transactions but he/she can submit other Instructions. Active use of the ELB Services is an option to make Payment Transactions and submit other Instructions by the Authorized Person.
10. For minor Account Holders, the Service functionality is restricted to passive access to accounts up to the age of 15, i.e. they cannot make Payment Transactions. After the minor Account Holder reaches the age of 15 and until he/she reaches the age of 18, the statutory representative who represented him/her at the conclusion of the contractual relationship is entitled to establish active access to the Account Holder's account stating the limit on the relevant method of authorization of the Payment Transaction, as well as the limit on all Payment Transactions made by the Authorized Person on the relevant account during one day. Once the Account Holder reaches the age of 18, the Account Holder's previous access to the ELB Services will not be terminated, unless ČSOB and the Account Holder have agreed otherwise. The statutory representative of the minor Account Holder who represents him/her in concluding the contractual relationship has access to the minor Account Holder's account through the ELB Services until the minor Account Holder reaches the age of 18.

III. Limits

1. When setting up the ELB Services, ČSOB sets daily limits for the Authorized Person for the Payment Transactions listed below in this Article according to the type of means used for the authorization of the Payment Transaction. The Authorized Person may agree with ČSOB on a different amount of the limit, via the ELB Services or at a Point of Sale in the document entitled Changes in Settings of the ELB Services. If the limit is changed via the ELB Services, the document entitled Changes in Settings of the ELB Services in this section will change. The highest possible limit that can be agreed between ČSOB and the Authorized Person via the ELB Services or in the document entitled Changes in Settings of the ELB Services is set out below in this Article:

- a) SMS Key – the daily limit is CZK 50,000, the maximum limit is CZK 1,500,000,
- b) Certificate – the daily limit is CZK 1,000,000, the maximum limit is unlimited,
- c) Smart Key – the daily limit is CZK 50,000, the maximum limit is CZK 5,000,000,
- d) Phone Banking services – the daily limit is CZK 50,000, the maximum limit is CZK 300,000.

Limits on Payment Transactions authorized through the consent of the Authorized Person without strong verification (by clicking) are set by ČSOB internally; this limit cannot be changed by the Authorized Person. The amount of a Payment Transaction authorized through the consent of the Authorized Person without strong verification (by clicking) will not be included in the limit for the SMS Key, Smart Key or Certificate.

2. The Account Holder may specify in the Authorization a limit for all Payment Transactions executed by the Authorized Person on his/her respective account during one day, regardless of the amount of limits set by the Authorized Person or ČSOB in accordance with this Chapter III, Article 1 of the Terms and Conditions – Part D. This limit also applies to Payment Transactions performed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account. Payment Transactions authorized by the Authorized Person by expression of will without strong verification (by clicking) are also included in this limit.
3. In the event the Authorized Person has a limit for Payment Transactions authorized via an SMS Key agreed with ČSOB in a different amount than set by ČSOB when establishing the ELB Services (specified above in Chapter III, Article 1 of the Terms and Conditions – Part D) and the Authorized Person changes the method of authorization of Payment Transactions from authorization via an SMS Key to authorization via a Smart Key, in that case the agreed limit between the Authorized Person and ČSOB for transactions authorized via an SMS Key shall continue to apply for transactions authorized via a Smart Key unless ČSOB and the Authorized Person agree otherwise.
4. In the event the Authorized Person has a limit for Payment Transactions authorized via a Smart Key agreed with ČSOB in a different amount than set by ČSOB when establishing the ELB Services (specified above in the Article of the Terms and Conditions – Part D) and the Authorized Person changes the method of authorization of Payment Transactions from authorization via a Smart Key to authorization via an SMS Key, in that case the agreed limit between the Authorized Person and ČSOB for transactions authorized via a Smart Key shall continue to apply for transactions authorized via an SMS Key. However, if this agreed limit exceeds the maximum permitted limit for transactions authorized via an SMS Key (specified above in Chapter III, Article 1 of the Terms and Conditions – Part D), ČSOB shall set the maximum permitted limit for the Authorized Person for transactions authorized via an SMS Key (specified above in Chapter III, Article 1 of the Terms and Conditions – Part D).
5. Payment Transactions executed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account, are included in the limits specified above (in Chapter III, Article 1 of the Terms and Conditions – Part D) set by the Authorized Person or ČSOB.

6. Limits set by the Authorized Person or set by ČSOB for the Authorized Person (according to Chapter III, Article 1 of the Terms and Conditions – Part D) do not apply to: cancellation of a standing order, cancellation of outgoing domestic payment, cancellation of foreign payment order, cancellation of SEPA payment, cancellation of forward and repeated top-up, cancellation of direct debit authorization (standard, SIPO, SEPA and O2), cancellation of transfer from a savings account with a bonus, cancellation of a notice with respect to a savings account, cancellation/ establishment/ change of a payment template and a payment order (from an account held with another bank) placed within the Multibanking service. Limits set by the Authorized Person or set by ČSOB for the Authorized Person (according to Chapter III, Article 1 of the Terms and Conditions – Part D) further do not apply to transfers between accounts of one Account Holder (including termination of a deposit on a savings account, withdrawal of a term deposit, transfer from a savings account with a premium/ bonus, transfer from a savings account via a third party, credit card repayment) with the exception of foreign exchange orders (foreign exchange payments within the Czech Republic), SEPA payments and foreign payment orders (SEPA payments and payments abroad).

IV. Authentication of Authorized Person and Authorization of Instructions by the Authorized Person

1. The Authorized Person is authenticated by ČSOB:
 - a) when using the Phone Banking service via:
 - callback of ČSOB to the Authorized Person;
 - Smart Key;
 - questions posed by ČSOB to the Authorized Person (as far as the Bank allows).
 - b) when using the Internet application of the Internet Banking service via:
 - username, login password and SMS Key;
 - username, login password and Smart Key;
 - Commercial Certificate.
 - c) when using the Smart Application via:
 - username, login password and SMS Key; or
 - Smart Key; or
 - biometric data, where the possibility of authentication with biometric data is activated by the Authorized Person with a username, login password and SMS Key, or Smart Key. Activation is valid for a maximum of 365 days, after which time the activation must be repeated with a username, login password and SMS Key or Smart Key. In the event the Authorized Person deactivates the possibility of authentication with biometric data within 365 days of its activation, the Authorized Person shall be re-authenticated with a username, login password and SMS Key or Smart Key.
2. The Authorized Person authorizes the Instructions submitted to ČSOB via:
 - a) Phone Banking:
 - The Authorized Person authorizes the Instruction (confirms the accuracy of individual data of the Instruction) with his/her consent at the end of the telephone call. The consent is considered an unambiguous and indisputable confirmation of the correctness of the data entered by the Authorized Person. In order to successfully submit an Instruction, the Authorized Person is obliged to wait for the confirmation (check) of that Instruction. If he/she does not do so, the Instruction will not be carried out.
 - b) the Internet application of the Internet Banking service:
 - by SMS Key (Authorization Code), or
 - by Smart Key, or
 - by a Qualified Electronic Signature,
 - by expression of will without strong verification (click). This method of authorization is set by ČSOB automatically to the Authorized Person (including a minor, a person with limited legal capacity) when setting up the ELB Services. The Authorized Person can switch this method of authorization off and on again (in the ČSOB Identity service at <https://identita.csob.cz>).
 - c) Smart Application:
 - by SMS Key (Authorization Code), or
 - by Smart Key, or

- by expression of will without strong verification (click). This method of authorization is set by ČSOB automatically to the Authorized Person (including a minor, a person with limited legal capacity) when concluding the ELB Services. The Authorized Person can switch this method of authorization off and on again (in the ČSOB Identity service at <https://identita.csob.cz>).
3. In the case of concluding contracts for selected banking products, the Authorized Person will sign (authorize) the contract with an SMS Key. ČSOB will sign the contract with a scanned signature of an authorized representative of ČSOB and provide it with an electronic seal and a qualified time stamp.
 4. ČSOB is entitled to change the method of authentication of the Authorized Person in the ELB Services, authorization of the Instructions and legal actions in the ELB Services, primarily due to higher security of the ELB Services. ČSOB will inform the Authorized Person about the new authentication or authorization method through the concerned ELB Service, or in writing no later than 2 months before the change is to come into effect.
 5. During authentication or authorization, the Authorized Person will be able to make several attempts, depending on the service selected. The Authorized Person's access to the ELB Services will be blocked/ unblocked in the cases and in the way as described in the User Manual.

V. Rights, Obligations and Responsibilities of the Client

1. The Client must carefully read and adhere to these Terms and Conditions and the Accounts and Payments Terms and Conditions. He/she must also follow the Principles of Safe Use of Electronic Banking published in the Safety Guide at www.csob.cz/bezpecnost and in the User Manual available at www.csob.cz/prirucky.
2. The Client must read information messages about changes in the Terms and Conditions, the Price List and ČSOB Internet addresses and monitor informative security messages displayed in the Internet Banking service and at www.csob.cz/bezpecnost.
3. The Client must ensure that the device used for the ELB Services has:
 - a) an updated operating system (regular updates removing security flaws from the system),
 - b) an updated Internet browser from a recommended SW shown at www.csob.cz/identita,
 - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the device.
4. The Client must:
 - a) not download and install programs that can be freely downloaded from the Internet if he/she cannot be fully sure that they are free of viruses or spyware, or that they do not come from a source that is untrustworthy,
 - b) install (on their tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play, Windows Store) and follow the authorizations required by the installed application (e.g. deny access of the application to text messages, etc.),
 - c) not use mobile devices with settings that have been changed for a bank account by the so-called jailbreak or root (these changes may affect the security of these devices by reducing their resistance to malware),
 - d) have the device under permanent control and use all possible precautions to prevent a third party accessing the device (e.g. securing the device by a pass phrase or login password),
 - e) use only a trusted and properly secured device (e.g. not a public computer with Internet access without an adequate level of security),
 - f) prior to logging into the Internet Banking service, check whether the ČSOB server address corresponds to <https://online.csob.cz> and whether the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any Security Elements and contact the Helpdesk.
 - g) when paying for goods/ services or donating on a merchant's or non-profit organization's website using the ČSOB Payment Button, verify that the ČSOB server address to which the Client is being redirected corresponds to <https://platebnitlacitko.csob.cz/prihlaseni> and that the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any Security Elements and contact the Helpdesk. The Client is required to check the pre-filled data before the authorization of the Payment Transaction.
5. The Client must know about the security of the ELB Services, in particular:
 - a) the options for setting Security Elements, in particular the recommendation of not using simple login passwords or usernames that can be derived from his/her information,

- b) the options for setting safety limits to limit the amount of Payment Transactions (Chapter II of the Terms and Conditions – Part D),
 - c) observe safe behaviour on the Internet (e.g. not react to e-mail messages with a suspicious name and contents, particularly if personal data, passwords or his/her PIN code or payment card numbers are required to be provided, not open documents attached to such messages and not click on links in these messages),
 - d) observe the procedure for the loss, theft or disclosure of Security Elements, digital or mobile device, i.e. inform ČSOB about the situation immediately and ask for the blocking of access to the Service pursuant to Chapter IV, Article 8b) of the Terms and Conditions – Part D or to the ČSOB Identity services; if a mobile device is lost, ask the operator to block the SIM card.
- 6. The Client must use the ELB Services in full compliance with the Contract and the Terms and Conditions – Part D. The Client is furthermore obliged to observe the procedures and rules according to the User Manual and the Principles for Safe Use of Electronic Banking, in particular he/she must prevent any other person becoming acquainted with the Security Elements used, must not disclose these Security Elements to any other person and not keep them in an easily readable form or have them or keep them together with the Means of Communication (for example the PIN on the chip card), i.e. he/she must take all reasonable measures to protect his/her Security Elements and Means of Communication. The Client must use the ELB Services or Means of Communication according to the Terms and Conditions – Part D, in particular follow all the agreed principles for ensuring the security of the Means of Communication in the ELB Services, including Security Elements.
- 7. Failing to fulfil these obligations will be considered a substantial breach of the Contract and/or Agreement pursuant to Section 1977 of the Civil Code.
- 8. If the Client:
 - a) forgets his/her Security Elements, he/she is entitled to set new Security Elements (if possible) or come to a Point of Sale to set them,
 - b) discovers a loss, theft or misuse of Security Elements or Means of Communication or finds that an unauthorized person knows his/her Security Elements, he/she must set new Security Elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the Security Elements through the ELB Services) report this immediately, either in person at a Point of Sale or by phone to the Helpdesk or by e-mail. Failing to fulfil these obligations will be considered a serious breach of the Contract and/or Agreement. If a Certificate is misused, the Client can directly invalidate it via the Internet pages www.ica.cz, or after entering the number of the Certificate and the invalidation password specified in the Certificate request. ČSOB will take all appropriate measures to stop any further use of the ELB Services, also when the Client is negligent or pursues fraudulent practice. The Client must provide ČSOB with the maximum cooperation in remedial measures suggested by ČSOB. If the Client does not accept the proposed measures, ČSOB will not be liable for any potential damage the Client may incur,
 - c) finds an unauthorized Payment Transaction, errors or other discrepancies in the maintenance of the account for which the ELB Services are provided, he/she must inform ČSOB at a Point of Sale in person or by phone via the Phone Banking service or by phone or to the e-mail address of the Helpdesk.
- 9. The Client bears full liability for damage incurred in direct connection with the breach of the Client's obligations referred to in Chapter V, Articles 1-8 of the Terms and Conditions – Part D. The Client acknowledges that any breach of obligations agreed herein in order to ensure the security of the ELB Services and the Security Elements on his/her part (e.g. disclosure of Security Elements to a third party) may lead not only to unauthorized payment transactions being made with the direct use of the ELB Services but also to other types of damage being incurred as a result of steps referred to in Chapter I, especially Articles 3-5 of the Terms and Conditions – Part D (Characteristics of the ELB Services) and that the Client shall be liable for any damage incurred in this way.
- 10. Once the Client (or a person designated by him/her) informs ČSOB in accordance with the obligation specified in Chapter V, Article 8b) of the Terms and Conditions – Part D, he/she will not be responsible for damage incurred from the loss, theft or misuse of his/her Security Elements or Means of Communication with the ELB Services, except for fraudulent transactions by the Client.
- 11. The Client is not entitled to recall a transfer (between accounts of one Account Holder) and a Payment Transaction through the ELB Services on the due date. A Payment Transaction with a future due date delivered via the ELB Services can be cancelled either by a Payment Transaction cancellation request delivered to the Point of Sale or recalled or modified via selected ELB Services but no later than the day before the due date at the latest by the deadline stipulated in the Accounts and Payments Terms and Conditions.
- 12. The notification of the Account Holder concerning the standing orders and direct debit (collection) permits ordered via the ELB Services which will not be executed by ČSOB after his/her death must be delivered to ČSOB in writing via a Point of Sale.

VI. Rights, Obligations and Responsibilities of ČSOB

1. ČSOB is entitled to have an officially verified signature on all written legal acts of the Client which he/she does not sign before a ČSOB employee.
2. ČSOB will issue the selected Means of Communication and Security Elements only to the Authorized Person, not to a third person on the basis of a power of attorney.
3. ČSOB will not be responsible for an Instruction made (including an unauthorized Payment Transaction) if the Client acts contrary to the Contract and/or the Agreement and/or the provisions of the Terms and Conditions – Part D.
4. The Account Holder and ČSOB agree that ČSOB is entitled to charge fees specified in the ČSOB Price List (hereinafter the "Price List") and the Account Holder undertakes to pay them. ČSOB is entitled to collect the fees from any account of the Account Holder maintained with ČSOB. ČSOB prefers to collect the fees from a current payment account. If the Account Holder does not have such an account or such an account has been cancelled or blocked or there are not enough funds in it to pay the fees, ČSOB collects the fees from another account of the Account Holder maintained with ČSOB.
5. ČSOB will not be liable for the non-execution of a Payment Transaction and any damage incurred in connection with non-availability/ malfunction of the ELB Services for direct or indirect reasons beyond the control of ČSOB or its partners because of force majeure, natural disasters, international sanctions pursuant to the legal regulations for international sanctions, HW failures, computer viruses or other events caused for example by a third party (program of another manufacturer etc.).
6. In the event of a breach of a contractual obligation, ČSOB will be responsible only to the Client and not to the person whose interest should be satisfied by the fulfilment of the agreed obligation.
7. ČSOB will inform Clients about current attacks against computer systems and their effects through its security site www.csob.cz/bezpecnost if this information is available.
8. ČSOB will inform Clients sufficiently in advance about changes made to the ČSOB website via a message in the Internet Banking service and/or in an account statement.
9. ČSOB is authorized to block the ELB Services/ payment instruments for reasons relating to the security of the ELB Services/ payment instruments, in particular as a result of a suspicion of unauthorized or fraudulent use of the ELB Services/ payment instruments. Prior to blocking the ELB Services/ payment instruments, or if this is not possible, immediately afterwards, ČSOB shall inform the Authorized Person, in a manner agreed in the Chapter entitled Mutual Communication in the Accounts and Payments Terms and Conditions, of the blocking of the ELB Services/ payment instruments, including the grounds for their blocking, unless informing the Authorized Person could defeat the purpose for which the ELB Services or the payment instruments used within the ELB Services are being blocked or unless such blocking contravenes other legal regulations.
10. ČSOB will take all appropriate measures to stop any further use of the ELB Services after receiving information in accordance with Chapter IV, Article 8b) of the Terms and Conditions – Part D, also if the Client is negligent or commits fraudulent practice.
11. ČSOB will not be responsible for security of the public communication and data lines the ELB Services are provided through and, therefore, cannot influence the fact that the Client may incur damage due to any misuse of transmitted messages.
12. ČSOB is entitled to withdraw from the contractual relationship in a case where the persistence of the obligations under the contract or use of the product and service becomes unacceptable for ČSOB or illegal under the applicable legal regulations or internal policy of ČSOB or the KBC Group.

VII. Account Statements and Claims

1. The Account Holder will be informed of the carrying out of Instructions through electronic or paper account statements. Only the Account Holder can ask for access to electronic account statements either in writing or electronically through the ELB Services (if the ELB Services and the account/ product for which the account statement is prepared allow this).
2. ČSOB sends and provides the Account Holder with account statements electronically through the Internet application of the Internet Banking service. ČSOB makes account statements available monthly as standard, in the PDF format and in Czech, unless agreed otherwise. Only the Account Holder can ask for the frequency of account statements to be changed or for a change from electronic to paper form or vice versa.
3. If the Account Holder and ČSOB agree to access to account statements electronically, the electronic account statement is automatically available to all the Authorized Persons authorized by the Account Holder to dispose of funds in the Account Holder's account. The Authorized Person will also be informed via the account history.

4. If the Account Holder is a legal entity, ČSOB will make account statements available to the Account Holder through the Authorized Persons authorized by the Account Holder.
5. ČSOB considers its obligations laid down by the Payment System Act on providing Account Holders with account statements in the agreed manner to have been fulfilled when the electronic account statement is made available to the Authorized Person.
6. Electronic account statements are available in the Internet Banking service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements.
7. The Client must check the continuity of settlements, the correctness of the funds in the account and the correctness of Payment Transactions and executed Instructions in account statements immediately. If the Client finds discrepancies in settling or not settling feasible payment orders or Instructions, he/she must notify ČSOB of the defects and ask to have them removed without undue delay after discovering the fault but no later than by the deadline according to the relevant legal regulations.
8. In the event the Account Holder has agreed with ČSOB to make account statements available electronically via the ELB Services and the contractual relationship on the ELB Services is terminated, the last account statement will be sent to the Account Holder in paper form to the mailing address provided to ČSOB by the Account Holder.
9. The Client is entitled to require problems arising in connection with the ELB Services to be resolved at a Point of Sale in writing, by phone via the Phone Banking service or by e-mail or phone to the Electronic Banking Helpdesk (contact details at www.csob.cz) within the period specified in the ČSOB Claims Code, which is available at Points of Sale and at www.csob.cz.

VIII. Other Provisions and Specifics of the ELB Services

1. The Authorized Person can sign electronic contractual or other documentation by his/her biometric signature on an electronic tablet or signpad at selected Points of Sale. ČSOB signs this documentation by a scanned signature of an authorized ČSOB representative or a biometric or other signature. The contractual documentation will become effective on the date of its execution by all the parties. Documentation signed by only one of the parties shall take effect upon signature by the party concerned. Subsequently, ČSOB will affix an electronic seal and qualified time stamp and send the documentation to the Authorized Person's Internet Banking application of the Internet Banking service. Contractual documentation for the ČSOB Identity is sent directly to the ČSOB Identity service. If the obligation ceases to exist and the contractual relationship arising from the Contract/ Agreement/ Agreement on Identity is terminated, the Authorized Person must store this documentation using another data storage prior to the date of the termination of the contractual relationship.
If electronic contractual or other documentation is concluded between the Authorized Person and ČSOB, acting as an agent, mediator or another contracting representative of the ČSOB Group, and is addressed to the Authorized Person, the above applies analogously.
2. When the ELB Services are used, ČSOB will accept only those Instructions that include complete data corresponding to the prescribed and authorized formats according to the selected ELB Service. ČSOB is not liable for damage caused by the non-execution of incomplete or unauthorized Instructions. ČSOB is also entitled not to execute or to refuse to execute Instructions in other cases which render them not feasible according to the Terms and Conditions – Part D and the Accounts and Payments Terms and Conditions or other contractual terms and conditions relating to the provision of services or products of ČSOB and the ČSOB Group. ČSOB will not execute Payment Transactions if there are insufficient funds on the accounts of the Account Holder which are to be debited, if accounts are blocked, etc. ČSOB shall inform the Client of any failure to execute the Payment Transaction in accordance with the Accounts and Payments Terms and Conditions. ČSOB is not liable for any damage incurred because of incorrect or duplicate entered Instructions delivered to ČSOB via the ELB Services.
3. Czech Post will process the form requests for the establishment/ change/ cancellation of the ELB Services within the following time limits:
 - setting up the ELB Services: 15 days,
 - change of requirements concerning the ELB Services: 5 days,
 - requirements for cancellation of the ELB Services: 5 days.
4. The Authorized Person may activate the Smart Key at the Points of Sale, via the Internet Banking service or the ČSOB/ Poštovní spořitelna ATM. If the Authorized Person has used the SMS Key for authentication in the ELB Services or the authorization of the Instructions, the possibility of using the SMS Key for authentication in the ELB Services and the authorization of the Instructions will be cancelled at the moment of activation of the Smart Key. The Authorized Person may use the Smart Key for authentication in the ELB Services or the authorization of the Instructions.

Deactivation of the Smart Key can be performed via a Point of Sale or via the Phone Banking service. The moment the Smart Key is deactivated, the activation of the SMS Key will occur and the Authorized Person can use the SMS Key for authentication in the ELB Services and the authorization of the Instructions.

Activation of the Smart Key and its deactivation does not affect the Authorized Person's ability to enter into contracts with ČSOB electronically, where the Authorized Person signs the contract via an SMS Key.

5. Informative text messages and messages sent by electronic mail are not electronically signed or encrypted.
6. All phone calls made using the Phone Banking service are subject to sound recording. All Instructions delivered through the Internet Banking service are subject to copies being made of text messages and Instructions.
7. If, when using the services of mobile network operators T-Mobile (TWIST recharging)/ O2 (O2 recharging)/ Vodafone (Vodafone Card Recharge, payment of invoices), the Account Holder has not sufficient funds in his/her account in the period between entering the request and the actual debiting of the account, ČSOB can charge the Client for using these services on the understanding that it is a contractually non-agreed overdraft on the account with the consequences resulting from this.
8. ČSOB will automatically make accounts (or selected products and services of ČSOB and the ČSOB Group) where this is allowed available to the Account Holder (private individual, private individual entrepreneur) through the ELB Services after the conclusion of the Contract.
9. If the Client is:
 - a) a minor, the protection of Security Elements and secure use, settings and changes of the Service will be the responsibility of the statutory representative who has concluded the Contract. The authorization the statutory representative(s) granted to an Authorized Person will cease as soon as the Account Holder has reached the age of legal capacity. If the statutory representative's assets are declared bankrupt during insolvency proceedings, ČSOB is entitled to block the funds in the minor Account Holder's account and block all access to the minor Account Holder's account through the ELB Services. If one statutory representative represents the minor Client when the Contract is concluded, it may be changed or terminated only by the statutory representative who signed the Contract,
 - b) represented by a court-appointed guardian, the guardian who has concluded the Contract is responsible for protecting the Security Elements and secure use of the ELB Services, settings and changes.
10. Both ČSOB and the Client are entitled to terminate the Contract and the Agreement without giving any reason. If the Client terminates the Contract or the Agreement, the obligation and the contractual relationship under the Contract or the Agreement will cease to exist when the termination notice is delivered to ČSOB. If the notice is submitted through a Czech Post branch, the obligation and contractual relationship shall terminate within 5 days. If ČSOB terminates the Contract or the Agreement, the notice period will be two months and it will commence on the first day of the calendar month following the month in which the termination notice is delivered. This shall be without prejudice to the right of ČSOB to proceed in accordance with Chapter V, Article 9 of the Terms and Conditions – Part D. If the obligation ceases to exist and the contractual relationship arising from the last account contract through which the Account Holder receives the ELB Services is terminated and the Account Holder does not have another account at ČSOB for which the ELB Services are provided, then on the day when the obligation ceases to exist and the contractual relationship according to the account contract is terminated the obligation terminates and the contractual relationship under the Contract terminates as well.
11. In the event of termination of all legal relationships arising from all contracts containing agreements on the provision of the ELB Services concluded between ČSOB and individual Account Holders who have authorized the relevant Authorized Person to manage funds in the accounts through the ELB Services, the legal relationship arising from the Agreement between ČSOB and that Authorized Person shall terminate.

PART E – FINAL PROVISIONS

1. ČSOB maintains the confidentiality of all facts to which banking secrecy applies in accordance with legal regulations and maintains the confidentiality of that information even after the termination of the contractual relationship with the Client. ČSOB shall disclose information that is subject to banking secrecy solely to Authorized Persons and institutions authorized for that purpose pursuant to the law and contractual arrangements with the Client, and to business partners authorized to perform certain activities or who offer, sell or operate the products of the ČSOB Group, for the purpose of fulfilling business contracts, including the settlement of claims.
2. ČSOB may disclose the Confidential Information to companies within the ČSOB Group. Companies within the ČSOB Group 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 e-mail notifications. For the purposes mentioned above, ČSOB can distribute the Confidential Information about the Client – legal entity to entities from the KBC Group.

3. 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.
4. The Client is responsible for the topicality, correctness and completeness of the data given to the Bank and will notify the Bank without undue delay of any changes in these data and prove the change by a valid identity document or another document from which the change is clear, with the exception of changes in the contact or residential (permanent) address which the Client only communicates.
5. Prior to entering into a contract/ providing a service, ČSOB verifies the identity of the Client or a person representing them at least as required by the relevant legal regulations. In the case of a Client – legal entity, ČSOB identifies the controlling entity and the beneficial owner of that legal entity or legal entity if they are a member of the Client's governing body. If the Client (or a person representing the Client) refuses to comply with the required extent of identification, the banking service will not be provided/ the contract will not be concluded. ČSOB must refuse to provide banking services while maintaining the Client's anonymity. Pursuant to the law on measures against money laundering and financing of terrorism, ČSOB is entitled to ask the Client to provide additional data on the Client, those representing the Client and for legal entities additional data on the controlling entity and the beneficial owner of that legal entity at any time during the contractual relationship with the Client by submitting the required documents or information, including proof of the origin of funds remitted to the Client's account, documents proving the Client's creditworthiness and his/her liabilities or his/her credibility, and the Client is obliged to provide this. ČSOB is entitled to make photocopies of all documents submitted by the Client for its own use. ČSOB is entitled not to execute a Client's transaction if it is associated with the risk of money laundering or financing of terrorism or if a Client's transaction is suspected of being subject to international sanctions pursuant to the legislation on international sanctions or if ČSOB reasonably believes a Client's transaction does not comply with the legal regulations.
6. ČSOB processes the Client's personal data in the context of the negotiations leading to the conclusion and performance of the Contract and the Agreement. 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.
7. If any provision of these Terms and Conditions, Contract or Agreement is objectionable or unenforceable or becomes so, it will not affect the validity and enforceability of the other provisions of these Terms and Conditions, Contract or Agreement, if it can be separated from these Terms and Conditions, Contract or Agreement as a whole and if it can be assumed that the legal action would have taken place even without the invalid part if ČSOB had recognized the invalidity in time. ČSOB and the Client will make every effort to replace such a provision with a new one with contents and effects as close as possible to the invalid, objectionable or unenforceable provision.
8. The Client, if he/she is an entrepreneur, and ČSOB deviate from the respective provisions of Sections 1799 and 1800 of the Civil Code on adhesion-type contracts. The provisions of these Terms and Conditions, Contract or Agreement cannot be invalid because of a discrepancy between these provisions and adhesion-type contracts, in particular the invalidity of:
 - a) clauses referring to terms and conditions outside the text of the respective Agreement or Contract, the importance of which the Client does not know and the Client's awareness of which is not proven,
 - b) clauses that can only be read with particular difficulty or clauses that are incomprehensible to a person of average intelligence even if they are to the detriment of the Client and the explanation given to the Client was insufficient, and
 - c) clauses that are particularly detrimental (disadvantageous) to the Client, without good reason, especially if the Agreement or Contract seriously and with no particular reason differs from the usual terms and conditions negotiated in similar cases.
9. ČSOB is entitled to propose changes in the Terms and Conditions/ Price List. In the case of a Client – private individual (consumer), ČSOB shall usually convey the information about the proposed changes via the Internet Banking service or account statement, or by e-mail, letter or data message, at least two months prior to the proposed effective date; ČSOB shall publish this proposal at www.csob.cz and www.postovnisporitelna.cz. ČSOB notifies the Client – private individual (consumer) about the integration of the change proposal in the Internet Banking service by informative e-mail or SMS.

For Clients who are private individual entrepreneurs or legal entities, ČSOB shall post the information about the proposed changes at www.csob.cz no later than one month before the date that the changes are to take effect, of which the Client shall be notified in a message sent to Client's Internet Banking, in an account statement, by letter, e-mail or data message. If the Client does not reject the suggested changes in writing on the last business day prior to the proposed effective date, it will be considered that he/she has accepted them in their entirety. If the Client rejects the suggested changes in writing, he/she will be entitled to terminate the Agreement/ Contract affected by these changes with immediate effect at no cost. The Client must submit the termination notice to ČSOB at least one business day before the suggested changes should come into effect. ČSOB will always notify

the Client of the consequences associated with the proposed changes and of the right to reject the proposal and to terminate the Contract/ Agreement in the proposal for the changes.

The same procedure shall apply to changes to the general agreement or individual contracts forming the general agreement according to Article I(1) of the Accounts and Payments Terms and Conditions.

10. ČSOB and the Client agree that in the event of changes to the parameters and price terms of a product, service or a payment instrument with no adverse effects for the Client, ČSOB is entitled to make a unilateral change (with immediate effect) to the general agreement or the individual contracts, the Terms and Conditions or the Price List. Such a change may include, in particular:
 - a) adjustments made entirely in favour of the Client,
 - b) adjustments caused by the addition of a new service, which does not have any effect on the existing fees,
 - c) changes to the name of a banking product, service or payment instrument, which do not have any effect on the rights and obligations of the parties,
 - d) adjustments necessitated by the need to increase the level of security of the banking services, or by technological advances,
 - e) the amendment of data of informative nature (ČSOB headquarters, entities from the ČSOB Group).
- ČSOB undertakes to inform the Client about the above changes well in advance via the Internet Banking service, by posting information at www.csob.cz and www.postovnisporitelna.cz, notifying the Client via their account statement, or sending them an e-mail to the address indicated by the Client. The Client may also check the information about such changes at Points of Sale.
11. Having innovated and modernized particular ELB Services, ČSOB is entitled to discontinue providing and supporting Security Elements or applications used within the ELB Services and replace them with the latest version, as the case may be, after notifying the Client via the service provided under the ELB Services which is affected by the discontinuation of provision or support or in writing, no later than 2 months before the date when the provision or support should be terminated.
12. ČSOB is entitled to adjust the settings in the Contract/ Agreement or the Terms and Conditions in order to provide the highest level of security of the ELB Services if there are reasons beyond the control of ČSOB that threaten to reduce the level of security and protection, after notifying the Client via the service under the ELB Services which is affected by the adjustment or in writing, no later than 2 months before the date when the change/ adjustment of the ELB Services settings is to be made.
13. Matters not regulated by these Terms and Conditions, e.g. rules and deadlines for payments and methods of communication between ČSOB and the Client, are specified in the Accounts and Payments Terms and Conditions, or in relevant contractual arrangements between the Client and ČSOB and/or members of the ČSOB Group.
14. The Terms and Conditions become effective on 1 April 2021 and replace the ČSOB Electronic Banking Services Business Terms and Conditions of 1 November 2020 and the Poštovní spořitelna Electronic Banking Business Terms and Conditions of 1 November 2020.