

Article 1. Introductory Provisions

- 1.1 The below Terms and Conditions of the Provision and Use of *Expresní linka KB Telephone Banking* (hereinafter the "**Conditions**") represent the Product Terms and Conditions as foreseen by the General Business Terms and Conditions of the Bank (hereinafter the "**General Conditions**"). The Conditions form part of the Contract and the Client is obliged to familiarise himself/herself with them and comply with them.
- 1.2 Terms in the Conditions that begin with a capital letter have the meanings defined in Article 13 hereof.
- 1.3 The performance of the payment system by means of the Service or *Mobilní banka Telephone Banking* shall be governed by the Notice on the Payment System, unless stipulated otherwise herein.

Article 2. Provision and Use of the Service

- 2.1 The Service makes it possible for the Client to use the Banking Services specified in these Conditions and under the terms and conditions set forth herein, by telephone contact with the Bank.
- 2.2 The Service can be used in the Czech Republic or from abroad at the telephone number +420 955 559 559 or at another telephone number communicated by the Bank, or in another manner specified by the Bank. The User shall pay all telephone charges specified in the tariff of the particular telecommunication service provider.
- 2.3 The Bank provides the Service non-stop 24 hours a day, 7 days a week. The Bank reserves the right to block access to the Service, to change or suspend provision of the Service for as long as necessary (i) if this is necessary for serious reasons, in particular of a security nature, or (ii) in case of a increased risk that the Client will not be able to repay the loan he/she is entitled to draw on using Orders submitted via the Service. The Bank shall inform the client in advance of this fact and the reasons for it, or if this is not possible, immediately afterwards by telephone, fax, email or registered letter, unless this is at variance with the legal regulations. The Bank shall be entitled to block access to the Service or suspend provision of the Service in cases envisaged by the Insolvency Act¹.
- 2.4 The Client may use the Service to access the Accounts specified in the Contract.
- 2.5 The Client uses the Service through the agency of Users.
- 2.6 The User may only use the Service if he/she enters into a separate Contract with the Bank.
- 2.7 The Client – natural person may use the Service both in respect of his/her Accounts and in respect of Accounts of other Clients, or solely in respect of the Accounts of other Clients. Nevertheless, he/she may only use the Service in respect of another Client's Accounts under the condition that he/she has been authorised to do so by such Client or by a Statutory Body of such Client – legal person. Thus, a Client – natural person may be a User if he/she uses the Service in respect of his/her Accounts, or a User – Statutory Body or User – Plenipotentiary if he/she uses the Service in respect of Accounts of another Client.
- 2.8 A Service provided to the Client – legal person might also be used by the User – Statutory Body to the full extent the agreed type of the Service allows.
- 2.9 If the statutory body of the Client – legal person consists of multiple persons and the manner of their acting on behalf of the Client suggests that two or more Statutory Bodies must act together, the Client shall authorise the Statutory Body which shall use the Service on behalf of the Client – legal person, based on a power of attorney granted in compliance with the Client's general manner of performance. The power of attorney shall become binding for the Bank starting from the third Business Day from its delivery to the Bank (at the latest). Such authorised Statutory Body of the Client – legal person shall be considered in these Conditions as the User – Statutory Body.

- 2.10 The Client may authorise third persons, based on a power of attorney, to use the Service in respect of Accounts only in case that these persons are at the same time authorised to handle the funds in the Client's Accounts based on a power of attorney (authorisation to handle the funds in the relevant Account) and are listed in the Specimen Signature relating to the relevant Account. Persons authorised in the aforesaid manner are referred to as Users – Plenipotentiaries in these Conditions. The power of attorney shall become binding for the Bank starting from the third Business Day from its delivery to the Bank (at the latest). The User – Plenipotentiary may use the Service only in respect of the Client's Accounts included in the appropriate power of attorney and to the extent specified in the Contract, these Conditions and the relevant power of attorney.
- 2.11 The power of attorney as per Articles 2.9 and 2.10 hereof may only be withdrawn or changed at the Bank's point of sale that keeps the account to the debit of which the Bank charges the fees for using the Service. The withdrawal or change of the power of attorney shall become effective at the latest at 8:00 on the Business Day following the delivery to the Bank of a notice of such withdrawal or change to the Bank.
- 2.12 Whenever the Service is being used, the telephone banker shall repeat to the User all conveyed information and data. If the User confirms them, the request shall be irrevocably processed while the Bank shall not assume any responsibility for faults and errors in the inputted data identified later. The User must therefore pay increased attention during the final approval of the data he/she had inputted.
- 2.13 The Bank shall execute an Order submitted via the Service in accordance with the Contract even if, according to the Specimen Signature pertaining to the given Account, signatures of multiple persons should be annexed to such Order as a rule so that the Order can be executed.
- 2.14 The Bank shall be entitled to reject a submitted Order in cases envisaged in the Insolvency Act.

Article 3. Contract

- 3.1 The Client shall use the Service on the basis of the Contract. The Contract shall be governed by the law of the Czech Republic.
- 3.2 The Client shall pay fees for the use of the Service as per the Contract and Tariff of Fees, depending on the type of the account from which the fees for the use of the Service are to be debited pursuant to the Contract.
- 3.3 The Bank shall not enter into a Contract with the Client unless the Client has at least one CZK current account kept with the Bank. The Bank shall charge to the Client the fees for the use of the Service and other fees as per the Contract and Tariff of Fees, including fees for the use of the Service by Users, and shall debit them from the CZK current account specified by the Client in the Contract.
- 3.4 In the Contract, the Client shall choose the type of the Service – a so-called *Expresní linka KB* module. The Client may not use two different modules at the same time unless one of these modules is *Expresní linka KB – GP náhradní* (Substitute GP).
- 3.5 When entering into the Contract, the Client – natural person below 18 years of age is automatically assigned the special module *Expresní linka KB – Pro nezletilce* (telephone banking for minor clients). When the Client attains 18 years of age, it shall be automatically changed to the *Expresní linka KB – Standard telephone banking* module. Clients below 18 may not choose another type of Service.
- 3.6 Information included in the Contract can only be changed by an amendment to the Contract made in writing at the Client's Point of Sale, except contact numbers that may also be changed via the Service. The mobile telephone number agreed upon for the identification of the Client may only be changed via the Service.
- 3.7 When entering into the Contract, the Client – natural person shall choose the security type (so-called security elements), specifically: (i) an OPK Card, (ii) a PIN combined with a password and verifying questions, or (iii) a chip (i.e. microchip) card in conjunction with a call made from the mobile telephone number agreed upon for the identification. If a Client – Customer is at the same time a Client – natural person (business), he/she shall use the same security

¹ Act No. 182/2006 Coll., On Bankruptcy and Its Resolution (Insolvency Act), as amended.

elements in respect of his/her non-business and business Accounts when using the Service. The foregoing provision shall not apply to chip cards used in conjunction with a call made from the mobile telephone number agreed upon for the identification. The security type shall remain in force with respect to a newly established Service even in case that a previously executed Contract, in which the Client has chosen the security type, expires or is discharged/terminated. If the Client wishes to choose another security type when entering into a new Contract, the security type agreed in such Contract shall be also automatically applied to a Service provided on a basis of the previously executed Contract as soon as the new Contract becomes effective.

3.8 If a Client – consumer who is, is at the same time, a Client – natural person (business) enters into an amendment to the Contract by which the security type is altered, the security type associated with the use of the Service provided under all Contracts entered into by the given Client and the Bank shall always be altered, too.

Article 4. Limits

The following limits shall apply to Orders submitted via the Service:

Service Limit

4.1 The Service Limit shall not be decreased by payments made between accounts of a single Client kept with the Bank provided that the particular Orders have been submitted by the User who is, at the same time, the Client for whom the respective accounts are kept with the Bank, with the exception of cases where funds are transferred:

- Between accounts of the Client – natural person of which one is kept for him/her as a Client – Consumer and the other is kept for him/her as a natural person (business);
- Between more business accounts of a single Client – natural person kept under different Company ID's of the Client.

4.2 The Service Limit shall not be decreased by instructions for purchase of collective investment securities of individual Funds performed from the Client's Account on the basis of a Collective Investment Contract entered into by the Client and the Bank. The Service Limit is also not decreased by instructions pursuant to a Contract on Procurement of Securities.

4.3 Orders to the debit of the Accounts of a Client – legal person shall decrease the Service Limit of the User who has submitted the particular Order.

Account Limit

4.4 The Account Limit is specified in the power of attorney by which the Client authorises the User – Plenipotentiary to use the Service with respect to the Client's Accounts.

4.5 The Account Limit shall be decreased by all Orders submitted by the User – Plenipotentiary to the debit of the relevant Account.

Joint Provisions for Limits

4.6 The Service Limit and Account Limit shall always be renewed (set to the agreed value) at 0:00 hrs (12:00 midnight).

4.7 The Service Limit and Account Limit shall be decreased at the moment at which an Order is submitted, regardless of the required date of payment (due date) of the respective order.

4.8 In case of a foreign currency Order, the Service Limit and Account Limit shall be decreased by CZK equivalent of the foreign currency amount.

4.9 Special limits set forth in these Conditions shall apply to Orders submitted via *Expresní linka Plus* Internet Banking service and *Mobilní banka* Telephone Banking.

Article 5. Modules of Expresní linka KB

5.1 The Bank provides the Service under the following modules that include, without limitation to them, the services listed below:

- **Expresní linka KB – Standard**
 - Automated voice system;
 - Payment Orders; guaranteed payment;

- Standing Orders;
- Direct debit instruction;
- Term accounts (CZK or a foreign currency);
- Mini-statements;
- Payment (debit) cards;
- Credit cards;
- Notices;
- Information about the balance in Accounts;
- Transaction history of current Accounts for a given period of time;
- Activation/deactivation of *Expresní linka Plus* Internet Banking;
- Activation/deactivation of *Mobilní banka* Telephone Banking;
- Blacklisting of a payment (debit) card; complaints related to the card;
- Change of a PIN or password;
- Change of contact numbers;
- Temporary blocking of access to the Service;
- Change of the *Expresní linka KB* module;
- Identification/change/cancellation of the mobile telephone number agreed upon for the identification;
- Cancellation of *Expresní linka KB* – Substitute GP module.
- Services offered by the Bank's Financial Group Members.

- **Expresní linka KB – Pro nezletilce (minor clients)**

- Automated voice system;
- Payment Orders;
- Standing Orders;
- Mini-statements;
- Notices;
- Information about the balance in Accounts;
- Transaction history of current Accounts for a given period of time;
- Activation/deactivation of *Expresní linka Plus* Internet Banking;
- Activation/deactivation of *Mobilní banka* Telephone Banking;
- Blacklisting of a payment (debit) card; complaints related to the card;
- Change of a PIN or password;
- Change of contact numbers;
- Temporary blocking of access to the Service;
- Identification/change/cancellation of the mobile telephone number agreed upon for the identification.

- **Expresní linka KB – GP mobilní (Mobile Telephone GP)**

- Automated voice system;
- Mobile Telephone Guaranteed Payment;
- Change of a PIN or password;
- Change of contact numbers;
- Temporary blocking of access to the Service;
- Change of the *Expresní linka KB* module;
- Identification/change/cancellation of the mobile telephone number agreed upon for the identification;
- Cancellation of *Expresní linka KB* – Substitute GP module.

- **Expresní linka KB – GP náhradní (Substitute GP)**

- Automated voice system;
- Substitute Guaranteed Payment;
- Change of contact numbers;
- Temporary blocking of access to the Service;
- Change/cancellation of the mobile telephone number agreed upon for the identification;
- Cancellation of *Expresní linka KB* – Substitute GP module.

Article 6. Services Provided

A) Automated Voice System

6.1 The automated voice system is part of the Services provided via the telephone lines specified by the Bank. Any User may use this service.

6.2 The automated voice system makes it possible to:

- Get information on balances in current Accounts, including the option of being sent a notice;

- Get information on the transaction history of current Accounts, including the option of being sent a notice;
- Get information from the Bank's current exchange-rate list; and
- Be put through to a telephone banker;

without the assistance of the telephone banker, by mere typing numbers on a touch-tone telephone keypad.

6.3 Before getting an access to the main menu of the automated voice system, the User should be identified and recognized by the system. The User shall be identified:

- By entering an identification number and PIN or by a response from the OPK Card; or
- Automatically, if a call is made from the recognized mobile telephone number agreed upon for the identification.

After the User is put through to the telephone banker, the telephone banker shall complete the verification of the User's identity by asking for a password or PIN and a password or OPK Card. Subsequently, the User may use the Service.

B) Payment Orders; Guaranteed Payment

6.4 Any User may submit a Payment Order.

6.5 An Order for a payment in CZK or a foreign currency may be arranged to the debit of Client's Accounts, specifically, current or term Accounts, denominated both in CZK and in a foreign currency. An Order for a payment in CZK may be arranged to the credit of an account kept with the Bank or an account kept with another bank in the Czech Republic; an Order for a payment in a foreign currency may only be arranged to the credit of an account kept with the Bank. A payment in CZK made from a foreign-currency Account may be either credited to an account kept with the Bank or to an account kept with another bank in the Czech Republic.

6.6 Dates of payments made pursuant to the Payment Orders (due dates), shall be determined as follows, except for Orders with an advanced due date:

- (i) In case of Orders submitted on a Business Day, between 00:00 (12:00 midnight) and 20:30, the due date of the Order shall be identical with the date on which the Order has been submitted;
- (ii) In case of Orders submitted on a Business Day between 20:30 and 24:00, the due date of the Order shall fall on the following Business Day;
- (iii) In case of Orders submitted on other days than Business Days, the due date of the Order shall fall on the first following Business Day;
- (iv) In case of Orders arranged to the credit of a term account, submitted on Business Days after 20:30 or on other days than Business Days, the Order shall be settled on the following Business Day (at the latest);
- (v) In case of Orders arranged to the debit of a term account, submitted on Business Days after 18:30 or on other days than Business Days, the due date of the Order shall be identical with the date on which the Order has been submitted. The Order shall be settled on the following Business Day (at the latest).

6.7 The Moment of Effectiveness of the Order shall occur at the required date of payment (due date) in cases (i) to (iii) or on the Business Day following the required date of payment (due date) in case (iv), however, only if any and all prerequisites are met as set forth by the Contract and by Law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject such Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.

6.8 Orders for payments in CZK arranged to the debit of current Accounts denominated in CZK may be submitted with advanced due dates, up to 364 days before the required date of payment. Payment Orders with forward due dates may not be arranged to the credit of term accounts kept with the Bank.

6.9 A Payment Order with an advanced due date may be cancelled (at the latest) by 20:30 of the Business Day preceding the required

date of payment (due date) stated in the Payment Order. Orders submitted via the Service may only be cancelled in this manner.

6.10 When submitting a payment order via the Service, the User may use the data from a previously created template, which may be created using the Service, *Expresní linka Plus* Internet Banking, *Mobilní banka* Telephone Banking via *MojeBanka* direct banking service. The provision of Article 2.14 hereof shall not be prejudiced.

6.11 In case that the payer's Account, to the debit of which the order has been arranged, and the payee's account are denominated in different currencies, the Bank shall use the Exchange Rate effective Moment of Effectiveness of the Order.

6.12 The User may arrange an Order for a payment to the credit of selected payees as a Mobile Telephone Guaranteed Payment or a Substitute Guaranteed Payment provided that both the Client and the User use an *Expresní linka KB* Telephone Banking module that makes the Guaranteed Payment possible.

6.13 If the User's identity is successfully verified, the Bank shall check formal particulars of the Payment Order that is being submitted, in particular the format of the Unique Identifier of the payee, and shall find out whether the amount stated in the Order is not in excess of the Service Limit and, if submitted by a Plenipotentiary, the Account Limit.

C) Standing Orders

6.14 Any User may use this service.

6.15 The Service allows for establishing, changing or cancelling a standing order (i) for payment or (ii) relating to an automatic transfer.

6.16 When establishing a standing order, the User must input the following obligatory items:

- Number of the Payer's current Account;
- Unique Identifier of the payee;
- The amount to be regularly transferred, or the required balance to be maintained in the Account, including the increment of the amount transferred, i.e., the minimum amount of the automatic transfer;
- Frequency of payments; and
- The date of the first and last payment to be made under the standing Order, or a date of termination of the validity of the standing Order if the payments should be made in prearranged cycles.

6.17 The number of repeated payments cannot be fixed in standing Orders.

6.18 A standing order relating to an automatic transfer (automatic transfer standing order) may be arranged to the credit of accounts kept with the Bank or accounts kept with another bank in the Czech Republic.

6.19 The following items in a standing Order may be changed/altered:

- Amount of payment (in case of standing payment Orders);
- Required balance (in case of automatic transfer standing Orders);
- Increment of the amount transferred (in case of automatic transfer standing Orders);
- Payment symbols;
- Frequency of the standing Order;
- Description of the standing Order;
- Date of termination of payments; and
- Last effective date of the standing Order.

6.20 A standing Order may be established, changed or cancelled one Business Day before the required date of payment (due date) at the latest.

D) Direct Debit Instruction

6.21 Any User may use this service.

6.22 The service includes the direct debit instruction, SIPO payment order and Telefónica O2 direct debit instruction. These orders are

not the Orders, i.e., are not payment orders as envisaged by the Payments Act². However, they are authorisations of payment transactions as envisaged therein.

- 6.23 A direct debit instruction may be established, changed or cancelled via the Service. When submitting a direct debit instruction, the User shall be obliged to state the maximum limit for individual payments rounded off to whole CZK.
- 6.24 When submitting a direct debit instruction, the User must input the following obligatory items:
- Number of the Client's current Account from which the direct debit collection should be permitted;
 - Unique Identifier of the entity entitled to collect funds from the given Account;
 - Maximum allowed amount (limit) of a single collection; and
 - Minimum number of days between two successive collections credited to the same payee (0 to 364).
- 6.25 Effectiveness of orders associated with direct debit instructions, i.e., establishing, cancellation, or change of a limit, shall be determined as follows:
- In case of Orders submitted on a Business Day, between 00:00 (12:00 midnight) and 20:30, the order shall come into effect on the same day;
 - In case of Orders submitted on a Business Day between 20:30 and 24:00, the order shall come into effect on the following Business Day;
 - In case of Orders submitted on other days than Business Days, the order shall come into effect on the first following Business Day.
- 6.26 The Service allows for establishing, changing or cancelling a direct debit instruction, SIPO payment order and Telefónica O2 direct debit instruction.
- 6.27 The SIPO direct debit collections shall be made in accordance with the terms set forth by the Czech Post (Česká pošta s.p.) in the relevant terms and conditions of payments made under the system of the Central Collection of Household Payments (SIPO).
- 6.28 When submitting a SIPO direct debit instruction, the User must input the following obligatory items:
- Number of the CZK current Account of the payer;
 - Link number of the SIPO payer;
 - Maximum allowed amount (limit) of a single collection in CZK; and
 - Month and year of the first collection.
- 6.29 The limit entered for SIPO direct debits must be rounded off to whole CZK. The maximum limit for individual SIPO payments is CZK 99,998.00.
- 6.30 If a SIPO payment order (direct debit instruction) is submitted to the Bank at least 2 Business Days before the 20th day of a calendar month, the first payment may be collected in the following calendar month. If a SIPO payment order is submitted in the given calendar month but after the aforesaid deadline, the first payment shall be collected in the second following calendar month. The same rules shall apply to a change of the maximum limit or cancellation of a SIPO payment order (direct debit instruction).
- 6.31 When submitting a Telefónica O2 direct debit instruction, the User must input the following obligatory items:
- Number of the CZK current Account of the payer;
 - Unique Identifier of the payee (Telefónica O2);
 - Telephone number;
 - Reference number; and
 - Maximum allowed amount (limit) of a single collection in CZK.
- 6.32 Instructions concerning the establishing, cancellation or change of limits for direct debit collections shall always be forwarded by the Bank to Telefónica O2 on the 24th day of a calendar month, if such day is a Business Day, otherwise on the preceding Business Day.

Instructions submitted after the aforesaid deadline shall be forwarded to Telefónica O2 on the 24th day of the following month.

- 6.33 The minimum limit for a single direct debit collection by Telefónica O2 shall be CZK 500.00 and must be rounded off to whole CZK.

E) Term Accounts

- 6.34 Any User except for a Plenipotentiary may enter into a Contract for Opening and Maintaining a Term Account via the Service.
- 6.35 The Client shall be obliged to read the relevant Product Terms and Conditions before entering into the Contract for Opening and Maintaining a Term Account. The Client shall get the relevant Product Terms and Conditions at any point of sale of the Bank or on the Bank's website, or they may be sent to him/her via the Service upon his/her request. In case of a discrepancy between the provisions of the relevant Product Terms and Conditions and these Conditions, the latter shall prevail.
- 6.36 When entering into the Contract for Opening and Maintaining a Term Account, the following particulars must be agreed between the Client and the Bank:
- Amount of the deposit;
 - Currency of the deposit;
 - Type of the deposit;
 - Number of the Account from which the payment shall be made to the credit of the term Account;
 - Due date of the deposit;
 - Maturity (renewal) of the deposit;
 - Manner of handling of interest;
 - Manner of handling of the deposit upon expiry of the deposit term; and
 - Manner and frequency of delivering the reports/statements concerning the term Account.
- 6.37 The Contract for Opening and Maintaining a Term Account shall be entered into by the Bank and the Client and shall become effective at the moment at which the telephone banker repeats to the User the agreed-upon provisions of the Contract for Opening and Maintaining a Term Account and the User expresses his/her consent with them. By giving his/her consent, the User shall, at the same time, agree with the relevant Product Terms and Conditions.
- 6.38 The execution of the Contract for Opening and Maintaining a Term Account shall be subsequently confirmed by a notice on the execution of the Relevant Contract sent by the Bank to the Client.
- 6.39 The opening of a term Account shall be governed by the following rules:
- If the Contract for Opening and Maintaining a Term Account is executed on a Business Day, between 00:00 (12:00 midnight) and 20:30, the term account shall be opened on the same day;
 - If the Contract for Opening and Maintaining a Term Account is executed on a Business Day, between 20:30 and 24:00, the term account shall be opened on the following Business Day;
 - If the Contract for Opening and Maintaining a Term Account is on other days than Business Days, the term account shall be opened on the first following Business Day.
- 6.40 The maturity of the deposit shall be calculated starting from the date on which the term Account is opened.
- 6.41 The Bank shall pay interest on the deposit in the term Account be based on an interest rate set out in the Notice on Interest Rates for the relevant term of the deposit in the given Account, effective at the moment of execution of the Contract for Opening and Maintaining a Term Account.
- 6.42 If funds are transferred to a foreign-currency term Account from an Account denominated in another foreign currency or CZK, the Bank shall use the Exchange Rate effective at the moment the transfer Order has been submitted via the Service.
- 6.43 If funds are transferred from an Account denominated in a foreign currency to a CZK term Account, the Bank shall use the Exchange Rate effective at the moment the transfer Order has been submitted via the Service.

² Act No. 284/2009 Coll., the Payments Act, as amended.

6.44 A Specimen Signature in respect of a term Account may only be made out at the point of sale of the Bank that keeps the account from which the Bank debits the fees for using the Service.

F) Mini-Statements

- 6.45 Any User may ask the Bank to send him/her a mini-statement.
- 6.46 A mini-statement is a shortened history of transactions of any of Client's current or deposit Accounts (but not term accounts).
- 6.47 A mini-statement may only cover a period of last 10, 20 or 30 days, depending on the User's choice. A mini-statement may be made out and sent if at least 1 and not more than 60 transactions have been executed during the required period and.
- 6.48 A mini-statement may also be sent to the User at an address chosen expressly for this purpose.

G) Payment (Debit) Cards

- 6.49 Any User except for a Plenipotentiary may ask for entering into a contract, based on which he/she shall receive a payment card associated with the Client's current Account.
- 6.50 The Bank reserves the right to refuse to enter into a relevant contract for the issue of a payment card.
- 6.51 The Bank shall hand over the payment card to the cardholder at the Bank's point of sale that keeps the current Account in association with which the payment card has been issued. An envelope with the payment card PIN shall be delivered by letter at the address provided by the User.
- 6.52 The User – Client (natural person) or a Statutory Body and/or any User who is, at the same time, a holder of the payment card, shall be entitled to use the Service in order to:
- Ask for changing the agreed terms and conditions of the contract based on which the payment card has been issued to the holder;
 - Ask for the blacklisting of the payment card;
 - Lodge a complaint related to the payment card;
 - Ask for a repeated delivery of the payment card PIN.

H) Credit Cards

- 6.53 Any User except for a Plenipotentiary may ask for entering into a contract, based on which he/she shall receive a credit card. The bank may issue two credit cards (at a maximum) under one contract. The Bank reserves the right to refuse to enter into a relevant contract for the issue of a credit card.
- 6.54 The Client shall execute the contract, based on which he/she shall receive a credit card, at the point of sale of the Bank that keeps the Account from which the bank shall debit regular monthly instalments of the funds (credit) drawn on the credit card. The Bank shall hand over the credit card to the holder at the aforesaid point of sale. An envelope with the payment card PIN shall be delivered by letter at the address provided by the User.
- 6.55 The User – Client (natural person) or a Statutory Body and/or any User who is, at the same time, a holder of the credit card, shall be entitled to use the Service in order to:
- Ask for the blacklisting of the credit card;
 - Lodge a complaint related to the credit card;
 - Ask for copies of statements of credit card transactions;
 - Ask for a repeated delivery of the credit card PIN.

I) Notices

- 6.56 The relevant User shall be entitled to require that one-off notices be sent to him/her via the Service regarding the transactions executed via the Service. Notices shall be sent at one address in the form of a fax, e-mail or by post. The notices requested by an automated voice system shall be sent only in the form of SMS messages. The Bank shall not send the notices repeatedly.
- 6.57 The User, except for the Plenipotentiary, shall be entitled to ask via the Service or *Expresní linka Plus* Internet Banking for the rules to be set (or, as the case may be, to set the rules himself/herself) for the sending of regular notices related to the Client's Accounts (e.g., the balance, movements (changes in the balance) in the Account, transactions executed by a payment card issued in respect of the

Account, due date of a deposit, etc.) or for being sent regular notices not directly associated with the Client's Accounts (e.g., IKS rates, exchange rates, etc.). Regular notices requested via *Expresní linka Plus* Internet Banking may be simultaneously sent at as much as five addresses, by fax, e-mail or SMS message. Notices requested via *Mobilní banka* Telephone Banking may be sent to one address by fax, e-mail or SMS message.

- 6.58 Whenever the User asks for a change or cancellation of a rule for sending regular notices via the Service, he/she should accurately identify the rule he/she wishes to be changed or cancelled and subsequently approve all changes made by the Bank and the User.
- 6.59 A request for establishing, change or cancellation of a rule for sending regular notices shall be put into effect at the latest on the Business Day following the date of the placing of the request via the Service or *Expresní linka Plus* Internet Banking.
- 6.60 If the Client had also used another service, which can be used for setting parameters of a notice, before the Service was cancelled and is going to use such service thereafter, the set rules for sending the notices shall remain in force and may only be changed and/or cancelled via the aforesaid service.
- 6.61 Notices sent to the addressee shall be considered sent off if they have been:
- Demonstrably sent to a mobile telephone network provider (for notices sent by SMS);
 - Demonstrably sent at a specified fax number (for notices sent by FAX);
 - Sent at a specified e-mail address (for notices sent by e-mail);
 - Sent at a specified address, i.e., handed over to the post office for delivery (for notices sent by post).

6.62 Notices in the form of SMS messages may only be sent at telephone numbers of clients of domestic mobile telephone network providers (Telefónica O2, T-Mobile, Vodafone).

6.63 The Bank shall only charge fees for notices that have been demonstrably sent.

6.64 The Bank shall not be held liable for any non-delivery or late delivery resulting from circumstances beyond its control, especially those caused by a mobile telephone network provider, public telephone lines or the Internet network. The Bank shall not be responsible, either, for the activation and functionality of the service via which the addressee received the SMS messages on his/her mobile phone.

J) Entering into Amendments

- 6.65 Any User over 18 years of age, except for a Plenipotentiary, may use the Service to enter into an amendment to a contract between the Client and Bank, provided that an amendment to such contract can be entered into via the Service. To enter into an amendment via the service, the Client should identify during the telephone call the contract that should be amended and communicate the contents of such amendment to the telephone banker. The amendment to the contract shall be entered into if that the telephone banker expresses his/her consent with the Client's proposal and the Client subsequently approves the contents of the amendment. The Bank shall inform the Client by a written notice that the amendment to the contract has been entered into. The notice should contain a description of the contract, text of the particular change, date on which the amendment has been entered into, and identification of the telephone banker.

K) Other Services

- 6.66 The User shall be entitled to ask via the Service for the change of his/her password and/or PIN he/she uses within the framework of the agreed security type.
- 6.67 If the User asks for a change of the PIN, a new PIN shall be generated by the Bank and then sent to the User, at the address specified in the Contract or, later, in a contract for the provision of *Expresní linka Plus* Internet Banking. Until the User receives the PIN, the Service, *Expresní linka Plus* Internet Banking, and *Mobilní banka* Telephone Banking shall be temporarily made inaccessible to him/her.
- 6.68 The User may use the Service to identify, change or cancel the mobile telephone number agreed upon for the identification at any

time, even in case that such mobile telephone number has already been agreed upon in the Contract.

- 6.69 The User may ask via the Service that his/her access to the Service be temporarily blocked. *Expresní linka Plus* Internet Banking and *Mobilní banka* Telephone Banking shall, in that case, be inaccessible to the User in question until they are unblocked. The User may only ask for unblocking of the Service in person at the Client's Point of Sale.
- 6.70 Any User shall be entitled to get information on current balances in the Accounts and the transaction history on the Accounts for last 30 days. The Bank shall only provide the transaction history on the Accounts for the period the Account has been operated via the Service or any of direct banking services: *MojeBanka*, *ProfiBanka* or *Direct Channel*.
- 6.71 Information on Orders with advanced due dates may only be obtained at the point of sale of the Bank that keeps the particular Account in question to the debit of which the respective Order has been submitted.

L) Services offered by the Bank's Financial Group Members

Investing

- 6.72 Any User except for a Plenipotentiary may use this service. As part of investing, the User may, without limitation, enter into a Collective Investment Contract; ask for the redemption (resale) of collective investment securities or transfer between different Funds.

Collective Investment Contract

- 6.73 The Client may enter into such Collective Investment Contracts that the Bank allows him/her to execute via the Service. The Bank shall be entitled to suspend entering into the Collective Investment Contracts temporarily or permanently.

- 6.74 The Collective Investment Contract shall be entered into by the Client at the moment the telephone banker repeats to the User the agreed-upon provisions of the Contract and User approves them. The Bank shall subsequently send to the Client one copy of the Collective Investment Contract by way of confirmation.

Funds; Collective Investment Securities

- 6.75 Information on the Client's portfolio of collective investment securities with respect to different Funds may be given to the User.
- 6.76 If the Client has entered into a relevant Collective Investment Contract, the User shall be entitled to ask for the redemption (resale) of collective investment securities or transfer between different Funds, however, only in case of book-entered (dematerialised) collective investment securities. The redemption (resale) of collective investment securities or transfer between different Funds upon Client's request shall be made in accordance with terms and conditions contained in statutes of the Funds. Transactions referred to in this Article must always be settled through a current Account. The Bank shall be entitled to suspend or terminate the purchase or redemption (resale) of collective investment securities or transfer between different Funds temporarily or permanently.

Securities

- 6.77 This service can only be used by a User – Client who is a natural person, who is also a Client – consumer, if he/she has concluded a Contract on Procurement of Securities with the Bank. This service is available on Business days between 8:00 am and 6:00 pm with the exception of days when the institution via which the Bank would implement the Client's instruction is not open. A Plenipotentiary may not use this service.
- 6.78 On the basis of a Contract on Procurement of Securities, the Client is entitled to submit the following instructions via the Service:
- instruction for arrangement of purchase of a security,
 - instruction for arrangement of sale of a security,
 - instruction for participation in a primary auction on issue of a security,
 - instruction for deposit of cash into a portfolio account – this concerns transfer of funds from the current account stated in the Contract on Procurement of Securities (if this concerns a Client account held by the Bank, which the Service can be used for) in favour of the portfolio account,
 - instruction for withdrawal of cash from a portfolio account – this concerns transfer of funds from a portfolio account in favour of the current account stated in the Contract on

Procurement of Securities (if this concerns a Client account held by the Bank, which the Service can be used for),

- instruction to change the limit price of an unimplemented instruction or its unimplemented part
 - instruction to cancel an unimplemented instruction or its part
- 6.79 The Bank reserves the right to temporarily limit acceptance of instructions via the Service, especially in the event of suspension of trading on the stock markets or technical unavailability of the Bank's system for securities trading.

Article 7. English-Language Service

- 7.1 The English-language version of the Service can be used in the Czech Republic or from abroad at the telephone number +420 955 551 551 or at another telephone number communicated by the Bank, or in another manner specified by the Bank. The User shall pay all telephone charges specified in the tariff of the particular telecommunication service provider. The English-language version of the Service is accessible only on Business Days from 8:00 to 22:00 Central European time.
- 7.2 The Client may use the English-language version of the Service to access the following services:
- Automated voice system;
 - Payment Orders;
 - Standing Orders;
 - Direct debit instructions;
 - Mini-statement;
 - Notices;
 - Activation/deactivation of *Expresní linka Plus* Internet Banking;
 - Activation/deactivation of *Mobilní banka* Telephone Banking on Business days from 8:00 to 15:00 hrs;
 - Information about the balance in Accounts;
 - Transaction history of an Account for a given period of time;
 - Change of a PIN or password;
 - Temporary blocking of access to the Service;
 - Identification/change/cancellation of the mobile telephone number agreed upon for the identification.

Article 8. Expresní linka Plus Internet Banking

- 8.1 *Expresní linka Plus* Internet Banking may only be activated and deactivated via the Service. If the Service is cancelled, *Expresní linka Plus* Internet Banking shall be cancelled as well.
- 8.2 *Expresní linka Plus* Internet Banking allows the User to get defined information about Payment Services and other Bank Services, as well as use other services related to the Accounts via Internet.
- 8.3 *Expresní linka Plus* Internet Banking is accessible from the Bank's website round the clock, 24 hours a day, 7 days a week, except on Sundays from 1:00 am to 4:00 am when the service cannot be used due to technical reasons on the part of the Bank. The Bank reserves the right to block access to *Expresní linka Plus* Internet Banking, to change or suspend provision thereof for as long as necessary if this is necessary for serious reasons, in particular those of a security nature. If the User's access to the Service is temporarily blocked, he/she cannot use *Expresní linka Plus* Internet Banking, either, until the service is unblocked. The Bank shall inform the client in advance of this fact and the reasons for it, or if this is not possible, immediately afterwards by telephone, fax, email or registered letter, unless this is at variance with the legal regulations. The Bank shall be further entitled to block access to *Expresní linka Plus* Internet Banking or suspend the provision thereof in cases envisaged by the Insolvency Act³.
- 8.4 The Client shall pay fees for the use of *Expresní linka Plus* Internet Banking as per the Contract and Tariff of Fees, depending on the type of the account from which the fees for the use of the Service are to be debited pursuant to the Contract.
- 8.5 The User – Plenipotentiary shall only be entitled to use *Expresní linka Plus* Internet Banking provided that he/she was authorised to

³ Act No. 182/2006 Coll., On Bankruptcy and Its Resolution (Insolvency Act), as amended.

do so via the Service by the appropriate Client. The Client may withdraw such authorisation at any time via the Service. The User – Plenipotentiary shall use *Expresní linka Plus* Internet Banking within the scope and to the extent of the power of attorney granted to him/her by the Client for the purpose of using the Service.

- 8.6 *Expresní linka Plus* Internet Banking may only be used after having been activated by both the Client and the relevant User. The deactivation of *Expresní linka Plus* Internet Banking shall also be carried out by both the Client and User.
- 8.7 In case of a Client – legal person, the activation or deactivation of *Expresní linka Plus* Internet Banking shall be carried out by the User – Statutory Body.
- 8.8 A Client – Consumer does not have to activate *Expresní linka Plus* Internet Banking for his/her own Accounts in case that he/she has already activated it in respect of another Client's Accounts as a User – Plenipotentiary or Statutory Body. If a Client – Consumer is at the same time a Client – natural person (business) and wishes to use *Expresní linka Plus* Internet Banking in respect of his/her private and business Accounts, he/she must activate this service as a Client – Consumer for his/her private Accounts and, besides, as a Client – natural person (business) for his/her business Accounts.
- 8.9 By activating *Expresní linka Plus* Internet Banking, the User confirms to have read the *EL Plus* Technical Terms and Conditions and the *EL Plus* Handbook and agrees to abide by their provisions. By activating *Expresní linka Plus* Internet Banking, the User also confirms to have read the Decalogue of the Safe Internet Banking and to adhere to the principles contained therein. The Bank recommends that the Client should always consult the Decalogue of the Safe Internet Banking before using *Expresní linka Plus* Internet Banking.
- 8.10 *Expresní linka Plus* Internet Banking may only be used with the security type applicable to the Service, i.e., (i) an activated and currently valid PIN and password, or (ii) an OPK Card. The Bank shall be entitled to collect and evaluate information relating to the Users' access to *Expresní linka Plus* Internet Banking.
- 8.11 When logging in to *Expresní linka Plus* Internet Banking, the User may make two errors while entering security elements. In case of a third erroneous entry of the security elements, the access to *Expresní linka Plus* Internet Banking shall be blocked. The User can only unblock the access to *Expresní linka Plus* Internet Banking via the Service.
- 8.12 If a third erroneous entry of security elements occurs during the use of *Expresní linka Plus* Internet Banking, the User shall be automatically logged out from *Expresní linka Plus* Internet Banking and shall have to log in again.
- 8.13 If the Client ascertains that access to *Expresní linka Plus* Internet Banking has been blocked, he/she shall be obliged to take all necessary steps to unblock or regain access to the service without any unnecessary delay, so that he/she can access information about the Payment Services the Bank provides to him/her via *Expresní linka Plus* Internet Banking pursuant to the Payments Act.

Services Related to *Expresní linka Plus* Internet Banking

- 8.14 The following services, without limitation to them, shall be provided to the User via *Expresní linka Plus* Internet Banking:
- Information about balances and movements (transactions) in the Accounts;
 - Information about direct debit collection currently permitted and standing payment orders;
 - Electronic Statements;
 - Information about a rejected Order;
 - Proposed changes and amendments to the Product Terms and Conditions, General Conditions, Notices and Tariff of Fees;
 - Other information associated with the Payment Services and required by the Payments Act⁴.
- 8.15 The User shall have access to a list of last 10 successful logins to *Expresní linka Plus* Internet Banking performed within last 90 days.

⁴ Act No. 284/2009 Coll., the Payments Act, as amended.

- 8.16 The User may view a statement of settled transactions for a relevant Account. The statements of settled transactions relating to an Account shall be available via *Expresní linka Plus* Internet Banking on the Business Day following the settlement of the transactions at the latest.
- 8.17 In case of Accounts of Clients – Consumers, it is possible to view settled transactions executed during last 280 calendar days. In case of Accounts of Clients – natural persons (business) or legal persons, it is possible to view a list of settled transactions executed during last 280 calendar days. The history of settled transactions is recorded starting from the moment at which *Expresní linka Plus* Internet Banking is activated.
- 8.18 Other data may be made accessible to the User via *Expresní linka Plus* Internet Banking, even though the user might not be able to handle them.
- 8.19 Any and all information provided via *Expresní linka Plus* Internet Banking shall be delivered to the Client at the moment the Bank shall make them available for download via *Expresní linka Plus* Internet Banking.

Electronic Statements

- 8.20 *Expresní linka Plus* Internet Banking allows for arranging for, and downloading of, Electronic Statements of those Accounts to which Electronic Statements can be made out.
- 8.21 A Client – natural person may arrange for the Electronic Statements via *Expresní linka Plus* Internet Banking or direct banking services, or at the Client's Point of Sale. A Client – legal person may arrange for the Electronic Statements at the Client's Point of Sale.
- 8.22 The manner and frequency of sending the Electronic Statements of Accounts, or paper statements of Accounts, shall be arranged via *Expresní linka Plus* Internet Banking by an amendment to the relevant contract for opening and maintaining the Account for which the statements are arranged. The amendment shall be executed and shall come into effect at the moment at which the Client – natural person shall send the amendment to the Bank via *Expresní linka Plus* Internet Banking.
- 8.23 Any User may download the Electronic Statements in the following manner, depending on their frequency:
- Within 30 days from their availability, in case of Electronic Statements generated after each transaction affecting the Account (movement in the Account) and daily, weekly, bi-weekly or monthly statements;
 - Within 60 days from their availability, in case of quarterly, semi-annual and annual Electronic Statements and monthly turnover statements.
- 8.24 After the lapse of the above deadlines, the Electronic Statements shall only be available as archived Electronic Statements.
- 8.25 The User may ask for an archived Electronic Statement via *Expresní linka Plus* Internet Banking.

Article 9. *Mobilní banka* KB Telephone Banking

- 9.1 The mobile telephone banking service called *Mobilní banka* Telephone Banking may only be activated and deactivated via the Service, daily between 8:00 and 22:00 hrs. If the Service is cancelled, *Mobilní banka* Telephone Banking shall be cancelled as well.
- 9.2 *Mobilní banka* Telephone Banking allows the User to access and operate current Accounts using a mobile telephone with the parameters specified in the MBA Technical Terms and Conditions.
- 9.3 *Mobilní banka* Telephone Banking is accessible round the clock, 24 hours a day, 7 days a week, except on Sundays from 1:00 am to 4:00 am when the service cannot be used due to technical reasons on the part of the Bank. The Bank reserves the right to block access to *Mobilní banka* Telephone Banking or to change or suspend the provision thereof for as long as necessary (i) if this is necessary for serious reasons, in particular of a security nature, or (ii) in case of a increased risk that the Client will not be able to repay the loan he/she is entitled to draw on using Orders submitted via the *Mobilní banka* Telephone Banking. If the User's access to the Service is temporarily blocked, he/she cannot use *Mobilní banka* Telephone Banking, either, until the service is unblocked.

The Bank shall be further entitled to block access to *Mobilní banka*. The Bank shall inform the client in advance of this fact and the reasons for it, or if this is not possible, immediately afterwards by telephone, fax, email or registered letter, unless this is at variance with the legal regulations. The Bank is entitled to block access to *Mobilní banka* Telephone Banking or suspend the provision thereof in cases envisaged by the Insolvency Act.

- 9.4 The Client shall pay fees for the use of *Mobilní banka* Telephone Banking as per the Contract and Tariff of Fees, depending on the type of the account from which the fees for the use of the Service are to be debited pursuant to the Contract.
- 9.5 *Mobilní banka* Telephone Banking may be used after it is activated by the Client. *Mobilní banka* Telephone Banking may also be deactivated by the Client. In case of a Client – legal person, *Mobilní banka* Telephone Banking shall be activated and deactivated by its Statutory Body.
- 9.6 A User of *Mobilní banka* Telephone Banking may only be a Client – natural person or Statutory Body, while Clients – Plenipotentiaries shall not be entitled to activate, deactivate or use *Mobilní banka* Telephone Banking.
- 9.7 By activating *Mobilní banka* Telephone Banking, the User confirms to have read the MBA Technical Terms and Conditions and the MBA Handbook agrees to abide by their provisions.
- 9.8 While activating *Mobilní banka* Telephone Banking, the Client or Statutory Body may select the Accounts which shall be, or shall be not, accessed and operated via *Mobilní banka* Telephone Banking.
- 9.9 The User may use the Service to alter the list of the Accounts to be accessed and operated via *Mobilní banka* Telephone Banking at any time.
- 9.10 In order to use *Mobilní banka* Telephone Banking, the User should download to the mobile telephone he/she shall use to access the service the *Mobilní banka* application from the Internet address (URL) that shall be communicated to him/her after the activation of *Mobilní banka* Telephone Banking in a form of an SMS message. The SMS message shall be sent to the mobile telephone number specified by the User. The User shall be obliged to download the *Mobilní banka* application to his/her mobile telephone within 12 hours from receiving the URL address. Subsequently, the User shall activate the *Mobilní banka* application by entering security elements and the data communicated to him/her for the purpose of the activation of *Mobilní banka* Telephone Banking. If, during the activation of *Mobilní banka* Telephone Banking, the Client has refused to be sent an SMS message with the URL address for the downloading of the *Mobilní banka* application, the User shall be entitled to access *Mobilní banka* Telephone Banking by any mobile telephone with the working *Mobilní banka* application.
- 9.11 If the User no longer uses the specific mobile telephone to access *Mobilní banka* Telephone Banking, he/she shall be obliged to remove the *Mobilní banka* application from the mobile telephone and ensure that the application cannot be misused by a third party. In case that the mobile telephone used by the User to access *Mobilní banka* Telephone Banking is lost or stolen, the User shall be obliged to inform the Bank about this fact without any unnecessary delay and to arranged further procedures with the Bank. If the User should access *Mobilní banka* Telephone Banking through a mobile telephone of a third party, he/she shall afterwards be obliged to take every measure in order to prevent the misuse of *Mobilní banka* Telephone Banking via such mobile telephone.
- 9.12 *Mobilní banka* Telephone Banking may only be used with the security type activated and currently valid for the Service, specifically, an OPK Card or PIN combined with a password. Verifying questions and a chip card shall not be applicable to *Mobilní banka* Telephone Banking. A particular security type must always be activated via the Service.
- 9.13 When logging in to *Mobilní banka* Telephone Banking, the User may make two errors while entering security elements. In case of a third erroneous entry of the security elements, the access to *Mobilní banka* Telephone Banking shall be blocked. The User can only unblock the access to *Mobilní banka* Telephone Banking via the Service.
- 9.14 Once logged in to *Mobilní banka* Telephone Banking, the User shall be no more obliged to confirm, sign or otherwise authorise the Orders, other orders or any instructions given to the Bank. The User must therefore ensure that no third party has access to the

relevant mobile phone used by the User while he/she is being logged in *Mobilní banka* Telephone Banking.

MBA User's Limit

- 9.15 The User shall be entitled to use *Mobilní banka* Telephone Banking to the extent of the MBA User's Limit.
- 9.16 The User shall be entitled to pre-set the MBA User's Limit to any value between CZK 0.00 and CZK 100,000.00.
- 9.17 All Orders submitted by the relevant User via *Mobilní banka* Telephone Banking shall be included in the MBA User's Limit. The MBA User's Limit is decreased at the moment at which an Order is submitted and shall be restored on each Business Day at 20:30. Orders submitted on a Business Day after 20:30 and those submitted on other days than Business Days shall be deducted from the MBA User's Limit on the immediately following Business Day.
- 9.18 The MBA User's Limit is independent of any other limits set for transfers of funds from the Accounts via the Service. The MBA User's Limit and the other limits shall not decrease each other.

Services Related to *Mobilní banka* Telephone Banking

- 9.19 The following services, without limitation to them, shall be provided to the User via *Mobilní banka* Telephone Banking:
- Submitting a one-off payment order in CZK to the debit of a CZK current Account and to the credit of accounts kept with banks in the Czech Republic;
 - Making payments for mobile telephone services;
 - Getting information about balances and movements (transactions) in current Accounts.
- 9.20 The User may only submit an Order in case that, at the moment of submitting the order, he/she has a sufficient MBA User's Limit available.
- 9.21 Payment Orders with an advanced due date cannot be submitted via *Mobilní banka* Telephone Banking.
- 9.22 Payment Orders to the credit of term accounts kept with the Bank cannot be submitted via *Mobilní banka* Telephone Banking n.
- 9.23 Dates of payments made pursuant to the Orders (due dates) shall be determined as follows:
- (i) In case of Orders submitted on a Business Day, between 00:00 (12:00 midnight) and 20:30, the due date of the Order shall be identical with the date on which the Order has been submitted;
 - (ii) In case of Orders submitted on a Business Day between 20:30 and 24:00, the due date of the Order shall fall on the following Business Day;
 - (iii) In case of Orders submitted on other days than Business Days, the due date of the Order shall fall on the first following Business Day.
- 9.24 The Moment of Effectiveness of the Order shall occur at the required date of payment (due date), however, only if any and all prerequisites are met as set forth by the Contract and by Law for the execution of the Order, including availability of liquid funds in the Account. Failing this, the Bank shall reject such Order or, if so agreed with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all the prerequisites are met so that the Order can be executed.
- 9.25 When an Order is being submitted, the Bank shall check formal particulars, i.e., verify the format of the payee's account number and payer's Account number and find out whether the amount stated in the Order is not in excess of the MBA User's Limit at the moment of submission of the Order.
- 9.26 The User cannot cancel or change submitted Orders. The Bank shall be entitled to reject a submitted Order in cases envisaged by the Insolvency Act.
- 9.27 The User may view a transaction history of current Accounts. The statements of settled transactions with respect to a given Account shall be available via *Mobilní banka* service on the Business Day following the settlement of the transactions (at the latest).
- 9.28 When submitting an Order via *Mobilní banka* Telephone Banking, the User shall be entitled to ask that a one-off Notice relating to the

submitted Order is sent to him/her via *Mobilní banka* Telephone Banking.

- 9.29 *Mobilní banka* Telephone Banking is also available in the English language.

Services Related to Mobile Telephones

- 9.30 The services related to mobile telephones include recharging of prepaid SIM cards and mobile telephone bill payment. The User may only make a mobile telephone bill payment by one-off payment order arranged to the debit of a CZK current Account.
- 9.31 The services related to mobile telephones can only be used in association with services offered by mobile telephone providers in the Czech Republic and within the following scope:
- Recharging of prepaid SIM cards – Telefónica O2, T-Mobile, and Vodafone;
 - Mobile telephone bill payment to Vodafone.
- 9.32 The services related to mobile telephones shall be available depending to a particular mobile telephone provider.

Article 10. Complaints

- 10.1 Complaints concerning the Service, *Expresní linka Plus* Internet Banking and/or *Mobilní banka* Telephone Banking may be lodged at the telephone number reserved for the Service.
- 10.2 While the Client is lodging a complaint over the telephone, the Bank may give him/her, upon his/her request, the information about the date, time and code of the telephone conversation, or other agreed-upon information.
- 10.3 The Client agrees that every call made over the telephone line reserved for the Service shall be voice recorded by the Bank. The record shall serve as evidence in case of any complaints.

Article 11. Security and Client's Obligations

- 11.1 While using the Service, the User shall be identified depending on an agreed-upon security type, specifically by:
- (i) Identification number; or
 - (ii) Calling from the mobile telephone number agreed upon for the identification of the User.
- The User's identity shall be further verified by:
- (i) PIN, password and, if necessary, verifying questions;
 - (ii) OPK Card; or
 - (iii) Number of the chip card.
- 11.2 Each User shall be obliged to ensure that no third party gains knowledge of the security elements used by the User. The Bank shall not disclose the security elements to third parties.
- 11.3 If a call is made from the mobile telephone number agreed upon for the identification of the User, the Bank shall consider a calling person as the User with whom the aforesaid telephone number has been agreed. The User shall be obliged to notify the Bank without any unnecessary delay if the agreed-upon mobile telephone number might be misused.
- 11.4 If the User uses the PIN security type, the Bank shall generate his/her PIN automatically. The User with the PIN security type shall be asked to enter a password when using the Service for the first time.
- 11.5 When receiving from a mail carrier an envelope containing the PIN, the Holder shall be obliged to check its intactness. If the envelope shows signs of visible damage or tampering, the User shall be obliged to reject the envelope, ask the mail carrier to write a report documenting such damage or tampering, and deliver a copy of the report to the Client's Point of Sale. Based on the report concerning the damaged or tampered envelope, and upon User's request, the Bank shall send a new PIB to the User. The User shall be obliged to destroy the envelope with the PIN as soon as he/she memorizes the PIN.
- 11.6 If the User ascertains that an unauthorised third party has gained knowledge of the security elements used by the User, he/she shall be obliged to notify the Bank of this without any unnecessary delay

and ask the Bank to block the access to the Service. Subsequently, the Bank shall disable the User's access to the Service, *Expresní linka Plus* Internet Banking and *Mobilní banka* Telephone Banking. The User's entitlement to request blocking of access to the Service at any branch of the Bank is not affected by this.

- 11.7 If the Bank ascertains that the Service, *Expresní linka Plus* Internet Banking and/or *Mobilní banka* Telephone Banking have been used without authorisation, it shall be entitled to block the access to these Services.
- 11.8 In case that the User forgets the PIN and his/her identity is verified by verifying questions, the Bank shall subsequently generate a new PIN for the User. The User's access to the Service shall be blocked until he/she receives the new PIN. If the User knows neither the PIN nor answers to the verifying questions, he/she shall obtain the information required for the new PIN to be generated at the Client's Point of Sale. If the User knows the PIN without knowing the password, the verifying questions shall be used to verify his/her identity. If, eventually, the User is successfully identified, he/she shall select a new password. If the verification fails, the User shall obtain information necessary for the further use of the Service, *Expresní linka Plus* Internet Banking and/or *Mobilní banka* Telephone Banking at the Client's Point of Sale.
- 11.9 When the User's identity is being verified, the User may make two errors while entering the PIN or password. His/her access to *Expresní linka Plus* Internet Banking and *Mobilní banka* Telephone Banking shall be blocked after the third incorrect entry of the PIN or password. The user shall subsequently proceed pursuant to Article 11.8 hereof.
- 11.10 When the User's identity is being verified using the OPK Card, the User may make four errors. His/her access with the use of the OPK Card shall be blocked after the fifth unsuccessful attempt for verification. The user shall subsequently be obliged to ensure that the access with the use of the OPK Card is unblocked at any point of sale of the Bank pursuant to the relevant Product Terms and Conditions.
- 11.11 When the User's identity is being verified by the OPK Card in conjunction with a call made from the mobile telephone number agreed upon for the identification, the User may make four errors. His/her access to the Service shall be blocked after the fifth unsuccessful attempt for verification. The user may subsequently request that the Service be unblocked, either at the Client's Point of Sale or over the telephone provided that he/she has also another security type arranged than the OPK Card in conjunction with a call made from the mobile telephone number agreed upon for the identification.
- 11.12 Electronic communications networks (public telephone lines, mobile network lines, e-mail and fax) used for the communication between the Bank and the Client pursuant to these Conditions are beyond the Bank's direct control; the Bank is therefore not liable for any damage caused to the Client by their potential misuse. The relevant providers of electronic communications services are obliged to secure the protection of these networks and the confidentiality of messages sent via the networks, as envisaged particularly in Act No. 127/2005 Coll., on Electronic Communications, as amended.
- 11.13 The Client agrees that every call made over the telephone when the Service, *Expresní linka Plus* Internet Banking and *Mobilní banka* Telephone Banking are being used shall be voice recorded by the Bank. The Client acknowledges that, due to a specific nature of the Service, separate operations cannot be documented in any other manner. The Client agrees that the record may serve as evidence.
- 11.14 Any mail sent from the Bank's call centre and subsequently returned back to the call centre as undelivered shall be shredded. Repeated delivery is not possible.
- 11.15 If the Client chooses, in accordance with these Conditions, such manner of delivery or address for delivery of mail and/or other messages that, as a consequence, shall mean that the final recipient shall be a person other than the Client, the Client acknowledges that the Bank shall not be able to keep control and confidentiality of information concerning the Client which is subject to bank secret.

- 11.16 The Client is obliged to check continuously whether the settlement messages correspond to the submitted Orders and whether the Bank has executed or rejected the submitted Orders. The Client shall be obliged to notify the Bank of any ascertained faults in the settlement of the Orders without any unnecessary delay. Belated notification may result in denial of Client's (or User's) claim for damages or titles arising from an unauthorised or erroneously performed payment transactions pursuant to the General Conditions.
- 11.17 The Client shall discharge his/her duty to inform the Bank as required by these Conditions, particularly under Article 11 hereof, at the Client's Point of Sale, over the telephone at the number reserved for the use of the Service, or at another number communicated by the Bank. Should the Client fail to fulfil the duty to inform the Bank within three Business Days from the day on which such duty has arisen without being prevented from doing so by particularly serious reasons, he/she shall be deemed to fail to notify the Bank without any unnecessary delay.
- 11.18 The Client shall be held liable for any damage suffered by the Bank as a result of the Client breaching his/her obligations set forth under this Article 11.
- 11.19 The Bank shall not be held liable for any unauthorised or erroneously performed payment transactions, for any damage suffered by the Client as a result of a breach of his/her obligations set forth under this Article 11, or for any loss or damage resulting from an incorrect authorisation or non-execution of an Order due to reasons caused by the Client or a payee.
- 11.20 The Bank shall not be held liable for cases where the Service, *Expresní linka Plus* Internet Banking, or *Mobilní banka* Telephone Banking cannot be used due to circumstances beyond control of the Bank and/or its partners (e.g., power failure, interruption to the connection with the Bank via a public telephone/Internet network, strike etc.). The Bank shall not be obliged to demonstrate to Clients who are not Qualified Clients as envisaged by the General Conditions that it has followed the procedure that makes it possible to verify that an Order has been submitted, the particular payment transaction has been authorised, correctly documented and entered in the books, and it has not been affected by technical problems or other flaws
- 11.21 If the Client ascertains that access to the Service has been blocked, he/she shall be obliged to take all necessary steps to unblock or regain access to the Service without any unnecessary delay, so that he/she can access information about the Payment Services the Bank provides to him/her through the mediation of the Service pursuant to the Payments Act.

Article 12. Termination of the Contractual Relationship

12.1 The Contract shall expire/be terminated:

- At the date of the expiry/termination of a contract for opening and maintaining the Account from which the Bank is entitled to settle the fees for the provision of the Service;
- In case of a change of the person for whom the Bank keeps the Account from which the Bank is entitled to settle the fees for the provision of the Service, as from the date at which the Bank shall learn of such change;
- By a notice of termination from any of the contracting parties. The Client and the Bank shall be entitled to terminate the Contract in writing at any time. The notice of termination shall become effective at 8:00 on the Business Day following the date of delivery thereof to the other contracting party, except in cases where the Bank terminates a Contract with a Qualified Client, in which cases the Bank shall be entitled to terminate the Contract in accordance with the General Conditions. The Client may also terminate the Contract via the Service at any time with an immediate effect; or
- As at the Conclusive Date.

12.2 The Bank's right to cancel the Contract in accordance with the General Conditions shall not be prejudiced by this provision.

Article 13. Definition of Terms

13.1 Terms in the Conditions that begin with a capital letter have the following meanings:

"Account" shall be a current, deposit (including term accounts) or credit account kept with the Bank and accessed via the Service, *Expresní linka Plus* Internet Banking, or *Mobilní banka* Telephone Banking.

"Account Limit" shall be the maximum allowed amount of funds in the User's Account to be handled by the User – Plenipotentiary via the Service per day.

"Authorised Individual" shall be a person listed in the Client's Specimen Signature.

"Bank" shall mean Komerční banka, a.s., registered office at Praha 1, Na Příkopě 33/969, Postal Code: 114 07, IČ (Company ID): 45317054, entered in the Commercial Register kept at the Municipal Court in Prague, section B, insert 1360.

"Bank's Financial Group Member" shall be Komerční pojišťovna, a.s., Company ID: 63998017; Modrá pyramida stavební spořitelna, a.s., Company ID: 60192852; IKS; Všeobecná stavební spořitelna Komerční banky, a.s., Company ID: 60192852; Penzijní fond Komerční banky a.s., Company ID: 61860018; ESSOX s.r.o., Company ID: 26764652, and other entities in which the Bank has or shall acquire an ownership interest consisting in a direct or indirect share in their registered capital.

"Banking Services" shall mean any banking deals, products and services provided by the Bank based upon its banking licence, including investment services provided by the Bank acting as a security broker/dealer.

"Business Day" shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

"Client" shall mean a legal or natural person that has entered into the Contract with the Bank.

"Client – Consumer" shall mean a natural person who executes and performs the Contract for purposes not associated with his/her business or job activities, or a person requesting a provision of a Banking Service.

"Client's Point of Sale" shall mean the Bank's point of sale at which the Client has executed the Contract.

"Conclusive Date" shall be a day on which the Bank learns, in a trustworthy manner, about the death of a Client, i.e., a day on which conclusive documents of the fact that the Client died or was declared dead are delivered to the Client's Point of Sale (these documents can be, e.g., death certificate, a court or notary memorandum of performing the inheritance proceedings, decision of the court with a legal power clause concerning the declaration of the Client's death).

"Collective Investment Contract" shall be a contract with an investment company or another corporation, under which the Client may purchase and resale collective investment securities of different Funds (e.g., the Contract with IKS or a contract with SGAM Fund).

"Contract" shall mean the contract under which the Bank undertakes to provide the Client with *Expresní linka KB* telephone banking.

"Contract for Opening and Maintaining a Term Account" shall be a contract under which the Bank opens and keeps for the Client a CZK term Account or foreign-currency term Account.

"Contract for Procurement of Securities" shall mean a Contract (frame agreement) for Procurement of a Purchase/Sale of Securities (type P-Client).

"Contract with IKS" shall be a contract with IKS governing terms and conditions of the purchase and redemption (resale) of units.

"Decalogue of the Safe Internet Banking" is a document in which basic principles of safe use of the Internet banking are defined, which the Bank is entitled to amend. The Bank has made The Decalogue of the Safe Internet Banking public on its website. It is also available at the Bank's points of sale. This document is not a Notice as envisaged in the General Conditions.

"Electronic Statements" shall mean settlement reports (account statements) in the Portable Document Format (PDF) in which the Bank informs the Client about executed transactions and the balance in a relevant Account, delivered to the Client via *Expresní linka Plus* Internet Banking.

"EL Plus Handbook" shall be a manual issued by the Bank for Users of *Expresní linka Plus* Internet Banking, which the Bank is entitled to amend. The Bank has made the *EL Plus Handbook* public on its website. It is also available at the Bank's points of sale. The *EL Plus Handbook* is not a Notice as envisaged in the General Conditions.

"EL Plus Technical Terms and Conditions" shall mean a document in which the Banks specifies the technical terms and conditions of the provision of *Expresní linka Plus* Internet Banking. The *EL Plus Technical Terms and Conditions* are a Notice as envisaged in the General Conditions.

"Exchange Rate" or **"Rate"** shall mean an exchange rate published by the Bank.

"Expresní linka Plus Internet Banking" shall be a service provided by the Bank to the Client, who can use the services specified herein via Internet.

"Funds" shall mean collective investment funds within the scope and to the extent offered as part of the Service.

"IKS" shall mean Investiční kapitálová společnost KB, a.s., registered office at Praha 1, Dlouhá 713/34, Postal Code: 110 15, IČ (Company ID): 60196769, entered in the Commercial Register kept at the Municipal Court in Prague, section B, Insert 2524.

"Instructions" shall mean instructions concerning investing into unit trusts administered by IKS.

"Komerční pojišťovna" shall mean Komerční pojišťovna, a.s., an insurance company with its registered office at Praha 8, Karolinská 650/1, Postal Code: 186 00, IČ (Company ID): 63998017, entered in the Commercial Register kept at the Municipal Court in Prague, section B, Insert 3362.

"MBA Handbook" shall be a manual issued by the Bank for Users of *Mobilní banka* Telephone Banking, which the Bank is entitled to amend. The Bank has made the *MBA Handbook* public on its website. It is also available at the Bank's points of sale. The *MBA Handbook* is not a Notice as envisaged in the General Conditions.

"MBA Technical Terms and Conditions" shall mean a document in which the Banks specifies the technical terms and conditions of the provision of *Mobilní banka* Telephone Banking. The *MBA Technical Terms and Conditions* are a Notice as envisaged in the General Conditions.

"MBA User's Limit" shall be the maximum allowed amount of funds to be handled by the User via *Mobilní banka* Telephone Banking per day.

"Mobile Telephone Guaranteed Payment" shall be a payment Order submitted via the Service whereby the payee (recipient of the payment) immediately receives a certification (guarantee) of the payment or may check in an agreed-upon manner whether the payment has been made. A Mobile Telephone Guaranteed Payment may only be made in cases where it is impossible to make a guaranteed payment by a chip card at a vendor's terminal.

"Mobilní banka Telephone Banking" shall mean the service called *Mobilní banka KB* provided by the Bank to the Client who can use it to utilize services specified in these Conditions via a mobile telephone.

"Moment of Effectiveness" shall mean the moment at which an Order is accepted as envisaged by the Payments Act, determined in accordance with these Conditions, the Notice on the Payment System and the Contract, at which all prerequisites shall be met as set forth by the Contract or by Law for (i) the acceptance of cash and an Order by the Bank (in case of depositing cash) or (ii) the debiting of funds from an Account (in case of cash withdrawal and other Orders), i.e., the moment at which the Bank shall (or should) receive or debit the funds.

"Notices" shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The following documents, without limitation to them, are not Notices: the Decalogue of the Safe Internet Banking, *EL Plus Handbook*, *MBA Handbook*.

"Notice on Interest Rates" shall mean an overview of all interest rates applied to deposits and credits, as well as associated rates. This overview is not a Notice as envisaged in the General Conditions.

"OPK Card" shall be an identification and authentication instrument enabling its holders to have access to the Bank Services indicated by the Bank.

"Order" shall be a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction.

"Payment Services" shall be Banking Services falling within the scope of payment services as envisaged by the Payments Act (e.g., transfers of funds, issuing of payment instruments and withdrawing/depositing cash).

"Plenipotentiary" shall be a natural person who has entered into the Contract and is authorised by the Client based on a power of attorney to use the Service or *Expresní linka Plus* Internet Banking.

"Product Terms and Conditions" shall mean Bank's terms and conditions regulating the provision of separate Banking Services.

"Qualified Client" shall be a Client – Micro-enterprise as envisaged in the General Conditions or Client – Consumer with respect to the provision of Payment Services.

"Service" shall be *Expresní linka* Telephone Banking provided by the Bank to the Client under the Contract and allowing the Client to use the services specified in these Conditions within the scope and framework of separate modules of *Expresní linka* Telephone Banking. The modules shall be: *Expresní linka KB – Standard*; *Expresní linka KB – Pro nezletilce* (telephone banking for minor clients); *Expresní linka KB – GP mobilní* (Mobile Telephone GP); and *Expresní linka KB – GP náhradní* (Substitute GP). *Expresní linka Plus* Internet Banking or, as the case may be, *Mobilní banka* Telephone Banking may be activated as part of the Service.

"Service Limit" shall be the maximum allowed amount of funds to be handled via the Service per day.

"SGAM Fund" shall mean SGAM Fund, an investment company with variable capital (SICAV) incorporated under the Luxembourg law, as defined in its statutes of June 2005 (as amended), whose sub-funds and their securities are publicly offered by the Bank in the Czech Republic.

"Specimen Signature" is a model signature of an Authorised Individual accepted by the Bank, serving for the purposes of his/her identification while handling the funds in the Account, filing an application for the provision of a Banking Service, or taking other agreed-upon steps in association with a Banking Service. The Specimen Signature must have all particulars of a power of attorney.

"Statutory Body" shall be a natural person – statutory body of a legal person; member of a statutory body of a legal person; or another natural person in a position similar to that of a statutory body of a legal person, who is entitled to represent the legal person independently. For the purpose of these Conditions, the Statutory Body shall also be a natural person – statutory body of a legal person; member of a statutory body of a legal person; or another natural person in a position similar to that of a statutory body of a legal person, who is not entitled to represent the legal person independently according to the manner of acting of such legal person but has been granted by the Client a power of attorney to use the Service, *Expresní linka Plus* Internet Banking, and/or the *Mobilní banka* Telephone Banking in accordance with these Conditions.

"Substitute Guaranteed Payment" shall be a payment Order submitted via the Service whereby the payee (recipient of the payment) immediately receives a certification (guarantee) of the payment or may check in an agreed-upon manner whether the payment has been made.

"Tariff of Fees" shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

"Telefónica O2" shall mean Telefónica O2 Czech Republic, a.s., registered office at Praha 3, Olšanská 55/5, Postal Code: 130 34, IČ (Company ID): 60193336, entered in the Commercial Register kept at the Municipal Court in Prague, section B, Insert 2322.

"T-Mobile" shall mean T-Mobile Czech Republic a.s., registered office at Praha 4, Tomičkova 2144/1, Postal Code: 149 00, IČ (Company ID): 64949681, entered in the Commercial Register kept at the Municipal Court in Prague, section B, Insert 3787.

"Unique Identifier" shall mean a banking link expressed by IBAN and BIC (or an account number) or, in case of domestic payments, by an account number and bank code.

"User" shall be a Client – natural person using the Service, *Expresní linka Plus* Internet Banking, or *Mobilní banka* Telephone Banking to access his/her Accounts; a Statutory Body; and a Plenipotentiary.

"Vodafone" shall mean Vodafone Czech Republic a.s., registered office at Praha 10, Vinohradská 167, Postal Code: 100 00, IČ (Company ID):

25788001, entered in the Commercial Register kept at the Municipal Court in Prague, section B, Insert 6064.

- 13.2 The placing of a request via the Service as envisaged herein shall mean the moment at which the telephone bankers repeats the inputted data to the User and the User approves them.
- 13.3 The placing of a request via *Expresní linka Plus* Internet Banking or, as the case may be, *Mobilní banka* Telephone Banking, as envisaged herein shall mean sending an Order for processing to the Bank via *Expresní linka Plus* Internet Banking or *Mobilní banka* Telephone Banking.
- 13.4 Any reference to Bank's web sites shall mean a reference to www.kb.cz, www.expresni-linka.cz, www.mojebanka.cz, or other

web addresses the Bank currently uses or shall use in association with providing *Expresní linka Plus* Internet Banking.

Article 14. Final Provisions

- 14.1 The Bank shall be entitled to amend these Conditions on an ongoing basis in the manner set forth in the General Conditions.
- 14.2 These Conditions repeal and replace the Terms and Conditions of the Provision and Use of *Expresní linka KB* Telephone banking issued by Komerční banka, a.s. and effective as of 1 January 2011.
- 14.3 These Conditions come into effect as of 1 January 2012.