

Special Business Terms and Conditions of Česká spořitelna, a.s. for the MultiCash Electronic Banking Service

I. Specification of Competence

These business terms and conditions for the MultiCash Electronic Banking Service (hereafter the “**Conditions**”) regulate the rights and obligations of clients and Česká spořitelna, a.s. (hereafter the “**Bank**”) during provision of the MultiCash service on the basis of the Contract on Provision of MultiCash Electronic Banking Service (hereafter the “**Contract**”) and other contracts relating thereto.

II. Specification of Selected Terms

Terms introduced with the initial capital letter have the below meaning in these Conditions and in the contractual documents relating to the MultiCash service.

Electronic signature – the data in the electronic form attached to the data message or logically connected with it, and used as the method of unambiguous verification of identity of a signing person in relation to the data message.

Electronic data exchange – transmission of the data in the structure defined by the Bank between the information systems of the Bank and the Client by electronic means.

Security data – the data or information used by each User for log in to the MultiCash service, access to the communication with the Bank and authorization of payment orders. The Security data may include also means and data for creation of the Electronic signature.

Daily limit – the sum of amounts in the dispatched Files in one day. This limit is applied to each File independently of the type of the File and the account to which it is addressed.

Client – a physical person or a legal entity who concluded the Contract with the Bank and is the holder of the account in respect of which the MultiCash service is provided.

Electronic signature limit – the total of amount of individual orders in the dispatched File. The limit always applies to one File. This limit may be different for each User.

Power of attorney for disposal of the funds in the account through the MultiCash electronic banking service software – authorization granted by the Client to a legal entity with the purposes of using the MultiCash service through representation.

Software – software necessary for using the MultiCash service.

Protocols – represent an agreement between the Bank and the Client specifying in detail namely the conditions for provision of the MultiCash Direct communication service – the manner of sending the File of the payment orders of the Client addressed to the Bank through the MultiCash service, which can be used in particular in the case of necessity to send a large number of transactions in a single File. The function reduces the time of processing of the Files of payment orders in the MultiCash application, however controls of the data format correctness are not carried out at that time. It is therefore unconditionally necessary to comply with the format for local or foreign payments within the MultiCash service; the format in its current version is displayed for downloading at the Bank website (www.csas.cz/multicash).

Contract on delivery and use of the MultiCash Electronic Banking Service Software – Contract on handover of the Software and its installation concluded between the Bank and a legal entity (Authorized person) authorized by the Client for accessing the accounts maintained by the Bank through the MultiCash service.

Software protection – form of the protection of the operational system and programs installed in the computer and of the data on the computer hard disk against unauthorized interference.

File – data in the format determined by the Bank and containing the information addressed to the other Contractual party which may be automatically and clearly processed. Such information could be the Client’s payment order sent to the Bank.

Technical means – Client’s equipment necessary for access to the MultiCash service.

Signature class – defines the scope of the relevant User authorization for approval of the File.

User – a physical person (identification data holder) who is authorized by the Client in the Protocol on the MultiCash Electronic Banking Service to dispose of the funds in the specified account or to view the account.

Manual – User manual for the MultiCash service of Česká spořitelna which contains the more detailed specification of prerequisites and manners of use of the MultiCash service. The Bank issues the Manual only in the electronic form which is handed over to the Client upon Software installation. Its current version is available to the Client at the Bank Homepage (www.csas.cz).

Authorized person – a legal entity authorized by the Client to access the Client accounts through the MultiCash service on the basis of an agreement on contractual representation.

Request for registration of the public key – document prepared by the User together with the Client for the purposes of introducing the MultiCash service into operation. It is the written specification of a part of the data constituting a part of the Electronic signature which are stored in the communication medium of individual Users. The Request is signed by the User and the Client. Without its delivery to the Bank it is impossible to activate the User.

III. MultiCash Services

1. Through the MultiCash service it is possible to manage the Client accounts and effect payments from these accounts in the remote manner by using the Software.
2. The Bank provides the MultiCash service to the scope and according to the rules stipulated in the Contract, GBTC, Conditions and the Manual. By concluding the Contract, the Client confirms that he is acquainted with these documents and undertakes to comply with them.
3. Where the handover of the relevant technical equipment constitutes the condition for provision of the MultiCash service, the Bank and the Client shall agree on the handover of the Software under the protocol after conclusion of the Contract.

IV. Rights and Obligations of the Client and the User in Relation to the MultiCash Service

1. After receipt of the Security data, it is necessary to log in into the MultiCash service system according to the rules provided in the Manual.
2. The Client undertakes to stipulate the limits of transaction effected through the MultiCash service for individual accounts in the Protocol.
3. The Client undertakes to hand over to the Bank the Request for registration of the public key signed by the Client and the User of the MultiCash service, including specification of the name, surname and personal ID number of the User who will subsequently sign by the electronic signature payment orders addressed to the Bank. The Bank shall commence provision of the MultiCash service after delivery of the duly completed Request for registration of the public key to the Point of sale of the Bank maintaining the relevant account. Access to the MultiCash service will be enabled to the User only after his identification in the meaning of the Act No. 253/2008 Coll.
4. When disposing of the funds in the foreign currency account through the MultiCash service, the Client further undertakes to:
 - a) comply with the obligations imposed on the Client by generally binding foreign exchange regulations;
 - b) deliver to the Bank according to the provisions of the foreign exchange regulations:
 - valid special permit, if its submission is required under these regulations,
 - or
 - documents proving that the exception not to submit a special permit applies to the required payment, in particular at least one day prior to sending the payment order abroad by electronic means. The Client further undertakes to include the reference number of the relevant special permit or of relevant documents proving the exception in the payment order;
 - c) at the Bank request to submit documents proving the purpose of the required payment.
5. The Client undertakes to pay charges to the Bank for the MultiCash service according to the List of Charges of Česká spořitelna, a. s., unless the Conditions stipulate otherwise. By signing this Contract, the Client concurrently gives the order to the Bank to debit all his financial debts towards the Bank arisen in connection with contracting and using the MultiCash service to the account determined in article II of the Contract in order to pay for the MultiCash service. The condition for determination of such account is the fact that the MultiCash service is concurrently provided to this account. In the case that the Client fails to determine such account or should there be lack of financial means in such determined account, the Bank is entitled to effect the payment also from other Client accounts maintained by the Bank and assigned to the MultiCash service. The Client shall pay all his costs related to the data transfer between the Client and the Bank when using the MultiCash service.
6. The payment order submitted through the MultiCash application may be withdrawn in compliance with the GBTC. However, the payment order with the deferred due date may be withdrawn by 16:00 o'clock of the business hours preceding the moment of acceptance of such payment order at the latest.

V. Rights and Obligations of the Bank in Relation to the MultiCash Service

1. When providing the MultiCash service, the Bank undertakes to provide to the Client the information about accounts required by the Client and to accept the payment orders of the User should the agreed conditions for their acceptance be met.
2. The Bank shall effect the handed over payment orders under the conditions stipulated in the GBTC. The payment order shall be considered delivered at the time when it is handed over to the Bank through the MultiCash service Software. The Client is entitled to pass payment orders to the Bank bearing the due date not exceeding thirty days of their handover.
3. In the case that the payment order sent to the Bank includes the Security data of the User which do not correspond to the agreement according to the Protocol or if additional (i.e. after the issue of the User instruction) interference with the payment order (in the meaning of breach of the data integrity), or another obvious interference carried out additionally by a third person who is not entitled to make such order is obvious, the Bank shall refuse such payment order. Further, the Bank shall not effect the payment order if it is not issued in compliance with the principles stipulated in the Conditions and the Manual.
4. The Bank shall update the Manual. The Bank undertakes to inform the Client in a suitable manner and at least one month in advance about such update and the Bank shall concurrently enable the display the new wording of the Manual on the Bank website (www.csas.cz).

VI. Rights and Obligations of the Contractual Parties in Relation to the Software

1. The Bank undertakes to:
 - a) hand over the relevant Software under the protocol to the Client or a person determined by the Client within an adequate period of time from conclusion of the Contract;
 - b) install the first Software and verify its functioning in the Technical means and at the place determined by the Client. The Bank further undertakes to train the Client and concurrently also other Users of the MultiCash service to operate the Software when installing it.

As for these acts, the Client and the Bank shall draw up the Protocol on introduction of the MultiCash Electronic Banking Service into operation.

2. The Client undertakes to provide necessary interaction to the Bank for the purposes of the discharge of the Bank obligations according to this article.
3. Third parties' Software

The Bank is not obliged to hand over the Software if the Client intends to use software delivered by an entity other than the Bank (e.g. MultiCash Transfer) for accessing the Multicash service. This Client intention is reflected in the agreement of the Contractual parties in the Protocol on the MultiCash Electronic Banking Service and also in the Protocol on Introducing the MultiCash service into operation. In such case, no provisions of the Contract regulating the use and management of the Software shall apply to the contractual relationship between the Bank and the Client.

If the Client uses software delivered by another entity for accessing the MultiCash service, the Bank is not responsible for permanent availability of the MultiCash service and for correct transmission of the payment orders to the Bank through the selected software. The Bank is not responsible for possible damage caused to the Client as a consequence of the fact that the payment order is made and sent to the Bank through the used software late, it is impossible to process it due to technical defects, if such facts are influenced by software used by the Client. The Client acknowledges that in the case of use of the MultiCash Transfer application, complementary services which may be contracted with the Bank may be unavailable.

4. Sub-licence agreement

By conclusion of the Contract or the Contract on delivery and use, the Bank shall provide non-exclusive, non-transferable and from the time point of view unlimited right to the Client to use the Software, however solely for the purposes of discharge of the Contract, in particular for transmission of payment orders and for utilization of other available Bank services. The right is granted only for the period of duration of the Contract or the Contract on delivery and use. The Client is not entitled to make copies of the Software handed over, to enable its use by third persons who are not entitled to such use on the basis of the sub-licence granted to the Client. The Client is not entitled to provide the granted right without the approval of the Bank and he is also not entitled to provide the sub-licence to the Software to a third person. The Client shall pay the price for the agreed sub-licence within the regular monthly charges paid in respect of the accounts operated through the MultiCash service.

The Authorized person shall pay the lump-sum charge to the Bank for handover and installation of the Software and for the provided sub-licence. If the Client is directly bound to pay this charge, it shall apply that the sub-licence agreement with the Authorized person is concluded without consideration.

5. Installation of the Software

The Client and the Bank may agree on an alternative manner of the Software installation. In the case that the Client already has installed software necessary for access to the MultiCash service (e.g. by title of the contractual relationship with a third person), based on the agreement with the Bank the installation and access to the MultiCash service may be carried out using the following variants:

- a) Only a partial installation is effected. In such case, the Client represents that the Bank is entitled to install the Software in the manner and to the scope specified in the Protocol on the Multicash Electronic Banking Service and in the Protocol on introduction of the MultiCash service into operation, and he is responsible for the fact that the effected installation will not interfere with third person rights. The Client also represents that he is aware of the fact that after installation and availability of the MultiCash service in this manner, all functions and complementary services so-far used by the Client may not be available to the Client in relation to third parties. The Bank is not responsible for damage caused as a consequence of such unavailability or loss of function. The Bank is not responsible for damage caused as a consequence configuration of the Technical means and the Software incorrectly effected by the Client.
- b) Re-installation of the existing software on the Client is effected.
- c) The Client and the Bank may agree on additional installation of the Software. The second and subsequent installations are subject to payments according to the List of Charges of Česká Spořitelna, a.s. valid on the day of installation; the price corresponding to the installation carried out for the first time shall apply.
- d) The Bank is not obliged to install the Software if the Client who intends to use the MultiCash service declares that he has the necessary Software at his disposal on the basis of an agreement with another existing Client who has the necessary installed Software.

6. Updating the Software

The Client is recommended to maintain the handed over Software at the level of the latest version distributed by the Bank. The Client is obliged to maintain in the last available version the information necessary for usage of the MultiCash service and use of the Software. The Client shall control available updated information always after 14 days by viewing the Bank Homepage.

In the case that the Client requires update of the Software in spite of the existence of circumstances excluding the update of the Software (legal relationship with a third person, technical obstacles), the Client shall be fully liable for any damage or consequences caused or which may be caused by such update.

7. Outsourcing

The Contractual parties agree that the Bank is entitled to authorize another person to perform its obligations according to article VI of the Conditions, if the Bank bounds such person to comply with the obligation to maintain confidentiality about facts concerning the object and performance of the Contract.

VII. Use of the MultiCash Service under Representation

1. Representation by physical persons

The Client authorizes physical persons to access the accounts through the MultiCash service by specifying them in the Protocol on the MultiCash Electronic Banking Service and by determining the scope of their authorization. Only a physical person may acquire the status of the User.

2. Representation by legal entities

If the Client authorizes a legal entity to access the Client accounts through the MultiCash service, the Client is doing so on the basis of an agreement with a representative the content of which is provided in the Power of attorney for disposing of financial means deposited in the account through the MultiCash service Software (hereafter the "**Power of attorney**"). The Power of attorney has to be in the written form and has to include the officially certified signature of the authorizing person. The official certification of the signature is not required in the case that the Power of attorney is signed at the Bank. The Bank reserves the right not to accept the Power of attorney or not to carry out acts required by the Authorized person. Unless the Authorized person already concluded its own contract on provision of the MultiCash service, the Authorized person shall conclude the Contract on delivery and use of the software for the MultiCash service with the Bank (hereafter the "**Contract on delivery and use**").

- a) The Client and the Bank agree that the obligation to handover the Software to the Client and to carry out its first installation according to article VI, par. 1 of the Conditions shall not arise in the case that the Client has authorized the Authorized person to access his accounts through the MultiCash service and such Authorized person will use for access to the MultiCash service under representation the Software handed over or to be handed over to the Authorized person by the Bank on the basis of the relevant contract with the Authorized person, and the Client concurrently does not require handover of the Software for his direct use. However, regardless of the above it shall apply that even after granting the authorization to the Authorized person the Client is entitled to ask the Bank additionally for installation in the meaning of article VI, par. 5, letter c) of the Conditions. For the avoidance of doubt it shall apply that by signing the written Power of attorney granted by the Client the Bank shall confirm that the Bank acknowledges such authorization and the Authorized person shall confirm by signature acceptance of such Power of attorney, including the consequences resulting from its

acceptance for the contractual relationship of the Client and the Bank. However, the obligation of the Bank to hand over the Software to the Authorized person shall arise only upon conclusion of the relevant contractual relationship (conclusion of the Contract or the Contract on delivery and use).

- b) According to the content of the authorization in the Power of attorney, it shall be determined whether the Client shall pay charges related to the acts of the Bank concerning the Software, or whether the Authorized persons is directly bound to pay them.
- c) The Bank is not responsible for damage possibly caused to the Client in connection with the fact that the Authorized person fails to conclude the Contract on delivery and use or the Contract with the Bank, or fails, after its conclusion, to provide sufficient interaction for ensuring access to the MultiCash service through the relevant Software.
- d) The Client acknowledges that the Bank is not responsible for possible damage caused to the Client due to interruption, suspension or misuse of the MultiCash service, if it occurred as a consequence of breach by the Authorized person of obligations or Bank instructions included in the Contract or the Contract on delivery and use, and in other binding contractual documentation; there will be no default in performance by the Bank as a consequence of the above breaches by the Authorized person.
- e) If the obligation from the contract between the Bank and the Authorized person expires on any grounds, the Client shall be obliged to inform the Bank whether and in what manner he further intends to use the MultiCash service.
- f) If the Client withdraws the authorization according to the Power of attorney or the Authorized person gives notice of termination of the authorization, the Bank shall consider such fact reported only if the Bank was informed in writing. If the Authorized person does not hand over the notice of termination or the Client does not hand over the notice of termination or withdrawal of the authorization in person, signatures on the notice of termination or the withdrawal of authorization have to be officially certified, unless such act is done in writing at the Bank.

VIII. Complementary Products to the MultiCash Service

The Client and the Bank may agree on provision of the following complementary products to the MultiCash service by means of an amendment:

A. MC Sign

1. The object of the MC Sign service is provision of additional level of control and security of authorization of payment orders addressed to the Bank, in particular through the remote access to the issued payment orders and their additional authorization. The condition for use of the complementary service MC Sign is use of the necessary Software. The Bank undertakes to make the Software available to the Client; description of the procedure through which the Client will acquire the Software is included in the Manual. The object of the sub-licence agreement concluded with the Client according to article VI, par. 4 of the Conditions is also the Software acquired by the Client under the procedure according to the Manual on the basis of the concluded Amendment to the Contract. The price for provision of the sub-licence to the relevant Software is agreed within the charges for the complementary service MC Sign.
2. By conclusion of the Amendment to the Contract and the Protocol on the MultiCash Electronic Banking Service the Client determines the scope of provided service by specifying the accounts assigned to the MultiCash service and further he authorizes persons – Users stated in the Protocol on the MultiCash Electronic Banking Service to control and authorize the order – to co-sign by the allocated Electronic signature. The user of the MC Sign service has at his disposal also the Security data (in particular the means for creation of the Electronic signature) and he is obliged to comply with the obligations relating to these Security data, as agreed in article IX, par. 5 of the Conditions.
3. The Client undertakes to pay charges for the MC Sign service according to the List of Charges valid and effective at the time of performance of the act by the Client. Charges for the service according to the previous sentence shall be paid in the manner agreed according to the Conditions.

B. Payment Orders in the Format of MT101 Messages Transmitted through the SWIFT System

1. The Client and the Bank may agree on provision of a complementary service consisting in transmission of the payment order issued by the Client for execution to another provider of banking services through the system SWIFT, in particular in the format of MT101 message. MT101 messages may be generated through the MultiCash service. It is necessary that for their generation the relevant Software used by the Client for making messages in the MT101 format is in configuration enabling generation of MT101 messages and their transmission to the Bank.
2. The object of the Amendment to the Contract is the obligation of the Bank to send to another provider of payment services chosen by the Client a message transmitted by the Client to the Bank by using the Software, when such message contains the payment order for effecting payment transaction debiting the affected account determined in the message and maintained by that provider of payment services. The object of the Amendment is further the obligation of the Bank to hand over to the Client the Software enabling generation and transmission of the MT101 messages.

3. The prerequisite for provision of the service consisting in transmission of Client payment orders in the form of MT101 message for execution to another service provider is the existence of the contractual obligation between the Bank and the provider of banking service chosen by the Client, which regulates conditions for transmission of such MT101 message.
4. When concluding an Amendment to the Contract it is necessary to prove to the Bank that the Client is entitled to dispose of the financial means deposited in the accounts to be affected by the payment orders.

The Bank requests that this fact is proved by the written statement of the provider of payment services maintaining the relevant accounts who will confirm that the Client is entitled on the basis of the prior authorization granted by the owner of the relevant account to dispose of financial means deposited in this account. The Bank requests that this confirmation has to include determination of the accounts which the Client is entitled to debit through the payment orders in the format of MT101 messages, determination of the data clearly identifying the Client, owner of the relevant account and the provider of payment service who issued the confirmation. In cases worth of special attention the Bank reserves the right to request from the Client also submission of the relevant power of attorney issued by the owner of the relevant account and expressly authorizing the Client to dispose of the financial means deposited in this account through the messages in MT101 format.

The Bank considers the Client to be a person authorized to transmit payment orders for dispatch to the relevant provider of payment services until the moment when the Bank learns that the power of attorney granted by the owner of the account to the Client was withdrawn or another fact occurred due to which the Client is not authorized anymore according to the first sentence of article VIII, letter B, par. 4 of the Conditions. In such case, the Bank is entitled to terminate immediately provision of the service consisting in transmission of payment orders in the format of MT101 messages through the SWIFT system.

5. The Bank is responsible to the Client for sending the transmitted MT101 message to the determined provider of services at the agreed time, under the condition that the Client complies with the rules stipulated for the MultiCash service and also for the complementary services consisting in transmission of payment orders in the format of MT101 messages through the SWIFT system. The Bank undertakes to transmit the payment order in the format of MT101 messages for delivery through the SWIFT system within one hour of its receipt from the Client in the due form, however only at the time between 7:30 – 18:00 on days being the Business days according to the General Business Terms and Conditions of Česká spořitelna, a.s. In the case that a payment order in the form of MT101 message is delivered to the Bank outside the determined hours or on the day which is not the Business day, the time-limit of 1 hour shall commence to run on the nearest subsequent Business day.

The Bank is not responsible for the fact that the payment order included in the message in the MT101 format is effected by the provider of banking services to whom the Bank is obliged to transmit the message in the agreed time and correctly. The Bank is not obliged to carry out the control of the content of the transmitted message in the MT101 format, in particular in such meaning whether all items are included there as required by the provider of payment services who is to effect the payment order included in the message for the purpose of correct processing and execution of the payment order. The Bank is neither responsible for the fact whether the provider of payment services designated by the Client accepts the message in the MT101 format for processing, or whether he will be able to process it.

6. The Client undertakes to pay charges for the service consisting in transmission of payment orders in the format of MT101 messages through the SWIFT system according to the List of Charges valid and effective at the time of transmission of the message to the Bank. The price for provision of the sub-licence for the relevant Software is agreed within the charges for the service consisting in transmission of payment orders in the format MT101 message through the SWIFT system.

C. Information about Accounts Transmitted through the SWIFT System

1. The Client and the Bank may agree on provision of a complementary service consisting in transmission of information about accounts maintained by providers of payment services other than the Bank through the swift messages.
2. The Client is obliged to state in the Amendment to the Contract to which account the information sent to the Bank will apply and which provider of payment service will send them to the Bank. The Client is further obliged to prove to the Bank prior to conclusion of the Amendment to the Contract that he is entitled to be acquainted with the information concerning the relevant accounts. The Bank reserves the right – in cases worth the special attention – to check the facts included in the source materials which are to prove the Client entitlement with the provider of payment services maintaining the account to which the transmitted information apply. The Bank shall make the received information available to the Client within one hour of its receipt from the provider of payment services in a proper form, however only at the time from 7:30 to 18:00 during working days. In the case that the received information is delivered to the Bank outside the determined hours or on the day which is not the working day, the time-limit of one hour shall commence to run on the nearest subsequent working day.
3. The Client acknowledges that the condition for provision of the service consisting in transmission of information about the accounts through the SWIFT system is conclusion of a separate contract with the provider of payment services who maintains the relevant account in which the provider will undertake to transmit the information to

the Bank. For avoidance of the doubt it shall apply that the Bank is not in default with provision of the service if the provider of payment services who maintains the relevant account, fails to transmit the information about this account to the Bank in compliance with such separate contract.

The Client acknowledges that the Bank in no way verifies and is not obliged to verify, except for possible verification according to article VIII, C, par. 2 of the Conditions, whether the account about which another provider of payment services is to send the information to the Bank, is actually maintained by that provider of payment services; whether the relevant account belongs to the entity which authorized the Client to acquire the transmitted information; whether the information are handed over in compliance with the contract concluded between the Client and the provider of payment services who sent the information. The Client is fully responsible for the fact that by transmission of the information about the relevant account the bank secrets are not breached.

The Bank only determines whether the message containing the transmitted information is sent by the provider of payment services specified by the Client, whether it relates to the account specified by the Client, and it is responsible for transmission of such message to the Client at the time and in the manner agreed in the Amendment to the Contract. The responsibility of the Bank ensuing from the relationship based on the Amendment to the Contract is fully specified in relation to the complementary service consisting in transmission of information about the account through the SWIFT system.

4. The Client undertakes to pay charges for the service consisting in transmission of the information about accounts through swift messages according to the List of Charges valid and effective at the time of transmission of the information by the Bank. Charges for the service according to the preceding sentence shall be paid in the manner agreed according to article IV, par. 5 of the Conditions.

D. Operating Collection Accounts through the MultiCash Service

1. The bank and the Client may agree on transmission of the Client orders and handover of information to the Client in relation to the relevant Collection account maintained by the Bank on the basis of the Contract on data transmission through the MultiCash service. The Collection account is the account opened and maintained by the Bank for the Client for the purpose of performance of the object of the Contract on data transmission.

IX. Joint and Concluding Provisions

1. Availability of the MultiCash service

- a) The Bank usually provides the MultiCash service 24 hours a day, 7 days a week, if the Client has set up the configuration of the Software for the MultiCash service in the manner anticipated in the Manual, however the Bank does not undertake to provide the MultiCash service non-stop and without interruption.
- b) The Bank reserves the right not to provide the MultiCash service for a certain period of time in exceptional cases, in particular in the case of external circumstances, planned downtimes necessary for servicing actions. The Bank undertakes to inform the Client about unavailability of the MultiCash service in a suitable manner. However, this information obligation of the Bank shall not apply to unexpected outages, breakdowns, in particular to unavailability of the service caused by external circumstances.
- c) The Bank is not responsible for possible damage caused to the Client in connection with temporary unavailability of the MultiCash service caused in particular by external circumstances independent of the Bank will.

2. Security, risk of misuse

- a) The User is obliged to ensure that no third person, including co-disponents, is acquainted with or uses his Security data determined for use of the MultiCash service. The User is obliged to protect the Security data against loss, theft or destruction.
- b) In the case of the User suspicion that his Security data may be known to an unauthorized person in the case of their theft, loss or forgetting or misuse, the Client or such User is obliged to inform the Bank about such fact without undue delay. The Bank is entitled to carry out necessary security measures, in particular to block the use of the MultiCash service, unless the Bank and the Client agree otherwise.
- c) The Client or the relevant User reports loss/theft or misuse of the Security data by telephone, or possibly at the Point of sale of the Bank maintaining the account in respect of which the identification data were issued. The Client has to confirm the reporting done by telephone on the next working day by 10:00 o'clock at any Point of sale of the Bank. The Client always has to confirm the report done by the User on the next working day by 10:00 at any Point of sale of the Bank. The contact data for reporting loss or misuse of the Security data are included in the Manual and are available at the Bank Homepage.

3. Responsibility

- a) The Client is recommended to install functional software protection against unauthorized interference in the operational system of the technical means for which the Software was provided and to control regularly the Technical means used for the MultiCash service for the purposes of prevention and remedy of any defective situation that could jeopardize the safe use of the MultiCash service.
- b) The Client is recommended to back up the Software provided to the Client within the effected installation according to article VI in regular intervals, including the data directly relating to the Software (files of placed

orders, etc.). Failure to comply with this recommendation may lead to the loss of the data in the case of breakdown or defect the remedy of which would require repeated re-installation. The Bank is not responsible for consequences of the back-up of the Software insufficiently or improperly carried out by the Client, nor for damage that could possibly be caused during the back-up.

- c) The Bank is not responsible for damage caused to the Client as a consequence of incorrect or late submitted payment orders or circumstances which the Bank could not influence.
- d) The Bank is not responsible for damage caused to the Client or another person by use of the Software contrary to the granted licence according to article VI, par. 4 of the Conditions.
- e) The Bank is not responsible for damage caused to the Client by misuse of information provided through the data channels which are not under the control of the Bank, such as telephone or another data line.
- f) By Client realization of the recommendation according to article IX, point 3, letter a) of the Condition, responsibility for damage is not transferred to the Bank in the case of loss of functionality or misuse of the MultiCash service as a consequence of such interferences against which the software protection was created. Concurrently, the Bank is not responsible for loss of functionality or misuse of the MultiCash service in the case of the defect in any part of the Technical means other than the Software provided for the MultiCash service. The Bank is not responsible for loss of functionality or misuse of the MultiCash service in the case of the defect in the Software provided to the Client, if such defect results from the Client or other person interference, unless it is the action of the Client or an authorized person carried out in compliance with the Manual.

4. Format of files

In the case of the standard manner of communication with the Bank, the data files containing the Client payment orders are verified from the standpoint of corresponding formats to be complied with in order to be correctly processed by the Bank. In the case that the Client uses the possibility of the Software for MultiCash service, the so-called function Direct communication, the control of correctness of the data format is not carried out. If the Client transmits his payment orders to the Bank in the data files in this manner, the Client is fully responsible for compliance with the pre-defined data formats. Their description is included in the Manual. If the Client fails to comply with the data format when using the Direct communication function, the Bank is entitled to refuse the thus transmitted payment orders.

5. Delivery

The Client and the Bank agree that the Bank is entitled to transmit messages and instructions to the Client through the MultiCash service. The message of the Bank is considered delivered at the moment when it became available in the Software for the MultiCash service, i.e. at the moment when the Client acquired the possibility to get acquainted with it.

6. Communication

The Client agrees that all telephone calls realized between the Client and the Bank in connection with provision of the MultiCash service will be recorded and archived.

7. Expiration of the Contract, Client death

- a) The Bank and the Client agree that the contract on MultiCash service shall expire on the day of expiration of the contract on the account for which the MultiCash service is provided.
- b) the contract on the MultiCash service shall also expire in the case of the Client death, in particular on the day on which the Bank learns about his death in a reliable manner.
- d) Rules for termination of the electronic banking services provided for in the GBTC shall appropriately apply to termination of the MultiCash service. The day of termination of provision of the MultiCash service shall be the lapse of the working day (up to 24:00 o'clock) on which the obligation ensuing from the Contract expired.

8. Change of the Conditions

The rules agreed in the GBTC shall apply to a change of the Conditions.

- 9. These Conditions shall become effective on 1 January 2014 and as of this day they also replace the hitherto Business Terms and Conditions of Česká spořitelna, a.s. for the MultiCash Electronic Banking Service, effective from 1 April 2011, 1 January 2011, 31 September 2009, 1 January 2009.