

## **GENERAL BUSINESS TERMS AND CONDITIONS OF ČESKÁ SPORITELNA, a.s. Private Clients**

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Dear Clients,

Thank you for choosing Česká spořitelna to take care of your finances. We hope that you always find our services helpful. Our goal is to meet your needs and make you feel good about banking with us. For this reason we have also strived to draft the document you are reading in a clear and straightforward manner. As such, we will not hide anything from you by putting important information in footnotes or in fine print.

The General Business Terms and Conditions supplement our contracts and describe the rules which are applicable in the most common situations. Should you still be uncertain about how to proceed in some cases, please contact us by calling our free telephone line at 800 207 207 (+420 956 777 956 when calling from abroad) and we will be happy to answer your questions.

You can also always easily obtain the current version of the General Business Terms and Conditions at [www.csas.cz/vop](http://www.csas.cz/vop) or directly from our points of sale.

We wish you great happiness both in your private and professional life and look forward to cooperating with you.

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## GENERAL PART

### 1. Introduction

#### 1.1 Why Is It Important to Read Contracts and the Business Terms and Conditions Carefully?

For you to be able to make responsible decisions, you need to know all the information specified in the contract you plan to conclude with us, as well as the information which you will find right in these Business Terms and Conditions.

Further, more detailed conditions regarding individual services and transactions may be stipulated by special business terms and conditions or ~~other~~ announcements from us. You will get them when concluding a particular contract and they can also be found on our website. Divergent conditions agreed in the contract, announcement or special business terms and conditions will prevail.

#### 1.2 What Are These Business Terms and Conditions about?

These Business Terms and Conditions govern the banking services provided to our clients who are consumers.

The Business Terms and Conditions consist of a General Part and of parts applicable to specific banking services, namely account maintenance, payment card usage, operating your account via [electronic and telephone banking](#)~~the internet and telephone~~, and usage of payment services. Where conditions in the parts for specific bank services differ from those set forth in the General Part, the wording for the specific banking service will prevail.

We provide banking services for you on the basis of the individual contracts we conclude with you. Unless we agree otherwise during the conclusion of a specific contract, the contract will be concluded for an indefinite period of time.

### 2. Proving Your Identity When Dealing with Us

#### 2.1 What Documents Do We Need from You?

Before concluding a contract on banking services and at any time during the contractual relationship we may ask you to identify yourself, usually by producing an ID card or passport. We may also ask you to provide further information and documents in relation to our legal obligations. The provision of our services may be bound by obtaining these documents and information. We assume that when concluding a contract, you act to your own benefit. It is always necessary for you to inform us if you are acting on someone else's behalf or if you meet the criteria for politically exposed persons pursuant to the Anti-Money Laundering (AML) Act, i.e. that you are a politically exposed person in the Czech Republic or abroad or a relative of such a person.

#### 2.2 Can a Person Authorised by You Deal with Us on Your Behalf?

By means of a written Power of Attorney, you can authorise another person to deal with us on your behalf. The Power of attorney must be sufficiently specific for assessment whether your authorised representative is authorised to act on your behalf in the respective matter. Particularly for security reasons and with a view to the protection of your finances and services, we require that your signature on the Power of Attorney be officially verified. We can also verify your signature free of charge at any of our points of sale. ~~It is recommended that you familiarise your authorised representative with all of the conditions under which he/she can act on your behalf.~~ We are entitled to ask your authorised representative for all information related to acting on your behalf. You can grant the Power of Attorney using our specimen signature form. Powers of Attorney granted on a different form should be used only once. [It is necessary that you familiarise your authorised representative with the conditions of provision of our services, if he/she utilises our services on your behalf.](#)

#### 2.3 What is the Purpose of a Specimen Signature?

We can conclude an agreement to the effect that for some written orders we will verify your identity or the identity of your representative according to the specimen signature. [Your authorised representative may change his/her specimen signature independently from you.](#) Specimen signatures may be provided only on our form [or in other way determined by us](#) and usually in the presence of a person authorised by our bank. Otherwise, the specimen signature has to be officially verified and the signing person has to be officially identified.

In respect of written instructions for which we agreed to apply the specimen signature we will check whether the signature on the submitted instruction is identical to the specimen signature and whether it is consistent with the agreed method of signing. If the signature on the instruction differs from the specimen signature or the agreed method of signing or if we have any doubts regarding its authenticity, we can decline the instruction. You will be informed on the rejection of the instruction without delay. [Unless otherwise agreed, w](#)~~w~~e will apply a new specimen signature from the next business day following its delivery. Please protect the specimen signature from abuse by third parties.

#### 2.4 What is the Voice Biometry?

We may agree with you that within telephone communication we will verify your identity or the identity of your authorised representative by technologies of voice recognition (voice biometry).

#### 2.5 What is the Banking Identity?

[If you conclude an agreement on banking identity with us, you may use your electronic banking identity for communication with us and we will prove your identity by such banking identity. If you set up your banking identity, you can use it for all our electronic banking applications and third party applications supported by us with adherence to security rules set out in Article 21. \(the list of applications supported by us is available at \[www.csas.cz/podporovaneaplikace\]\(http://www.csas.cz/podporovaneaplikace\)\). Utilisation of some of our applications may require conclusion of an agreement on banking service.](#)

Your banking identity consists of a unique user name and a mobile telephone number chosen by you. You may change these data at our points of sale, or eventually through applications of electronic banking. The telephone number may be used only for one banking identity, and so, if later another client proves that he/she is the user of the respective telephone number, you may not use such a number for your banking identity anymore. In such case, please, notify us your new telephone number, otherwise you will not be able to use your banking identity in full scope.

### 3. Mutual Communication

#### 3.1 How Will We Communicate with Each Other?

For the purposes of our mutual communication we will use postal and/or personal delivery of documents, or, if applicable, electronic means of communication (e-mail, ~~internet~~-electronic banking, telephone, ~~fax~~, ~~electronic repository for data messages~~, ~~videobanker~~ etc.). The specific rules for individual services are stipulated in the following parts of these Business Terms and Conditions. You can sign documents using an electronic or biometric signature in those cases where we agree on it with you.

#### 3.2 When Will We Ask You for an Additional Written Confirmation?

If we obtain a communication or instruction from you in a manner different from the agreed ones, for security reasons we may ask you usually within 3 business days, to deliver such communication or instruction additionally in writing to the concerned point of sale; if such written confirmation is not delivered to us, we will not consider the concerned communication or instruction binding.

#### 3.3 Is Our Mutual Communication Recorded Anywhere?

Yes. This is because we are always required to evidence to you retrospectively the instructions on the basis of which we executed banking transactions. We can record our mutual communication or we can archive documents without any further prior notice.

#### 3.4 In What Language Will We Communicate?

The contractual documentation as well as mutual communication is carried out in Czech. Use of another language is possible but only if mutually agreed.

#### 3.5 What Documents and Signatures Can We Ask You to Provide?

We may require that:

- a) ~~a~~A copy of any original document submitted by you to us be officially verified;
- b) ~~d~~Documents issued or officially verified be endorsed by a special verification clause (apostille) or higher-degree verification (superlegalisation) unless stipulated otherwise by an international treaty;
- c) ~~d~~Documents in a language other than Czech be submitted together with their official translation into the Czech language; in such a case we will use the official translation exclusively;
- d) ~~y~~Your signature or the signature of your representative which has not been attached in the presence of our employee be officially verified.

We may verify your signature free of charge also with the help of available specimen signature.

#### 3.6 Which Address Will We Use?

Unless you provide us with another mailing address, we will send communications and documents in writing to the address specified in the particular contract. If applicable, however, for the purposes of delivery, we can also use another postal address of yours that is known to us.

If you give us your phone number, fax number, e-mail address or address of other electronic means of communication, we can use them for providing information and sending communications and documents to you.

Unless we agree otherwise, notices and documents in writing should be sent by you to the address of the point of sale which currently administers the banking services concluded by us.

#### 3.7 Which Changes to Your Details Must Be Always Notified?

For us to be able to provide our services properly, we always need you to notify us without any delay the following:

- a) ~~c~~Changes to ID documents, ~~and~~-identification, contact and other details which you have provided to us in relation to banking services;
- a)b) changes of data creating your banking identity;
- b)c) eExpiry of authorisation or another representation;
- e)d) eEvents of risk to the conduct of banking transactions, such as loss or theft of personal documents, payment cards, etc.;
- d)e) fFacts or changes which may adversely affect your ability to meet your contractual duties, such as the commencement of insolvency proceedings or execution in respect of your property;
- e)f) cChange to the country of your tax domicile.

#### 3.8 How Can Mistakes in Communication Be Prevented?

Any of your instructions or notices should be entirely clear and straightforward. Should anything be unclear, we may request confirmation of your instruction or notice, which may result in a delay in its execution.

In order to prevent misunderstandings, please read every message without unnecessary delay, incl. messages delivered via ~~internet~~-electronic banking. Please check the correctness and completeness of account statements, payment confirmations, accepted and executed instructions, and similar messages as soon as possible.

If either of us identifies a substantial error in any communication, account statement, notice or another piece of information, the other party should be notified immediately. We will eliminate the error as soon as practicable and we

will inform you thereof. Please inform us as soon as possible if you have not received an account statement or another regular communication from us on the usual date.

### **3.9 What Are the Consequences of Return of Our Letter?**

If the delivery of our letter is frustrated, because you do not collect it, or you refuse its acceptance, or you do not inform us about the change of your address, the 3<sup>rd</sup> business day upon its dispatch will be considered as the delivery day (in case of sending abroad the 15<sup>th</sup> business day is applicable).

## **4. Contract Conclusion and Changes**

### **4.1 Where and How Can You Conclude a Contract with Us?**

Contracts on banking services are usually concluded at our points of sale. For your comfort, however, it is possible to conclude and change certain contracts also via ~~the internet~~electronic banking, telephone, ATMs, ~~by videobanker~~, by correspondence or with our business representatives. We will inform you about the exact contract conclusion process when concluding the contract. Signatures of persons acting on our behalf may be replaced in contracts and other documents by printed or mechanical means (e.g. scanned signature or stamp).

Some contracts may also be concluded by the methods noted in our specific offers. For example, you can send us a confirmation SMS message to the specified phone number, activate a payment card or log into an application of internet-electronic banking via an access code which we have sent to you. With regard to our method of processing concluded contracts, we cannot accept any method of acceptance of an offer other than the one specified in the offer or any deviation from or amendment to the offer.

Where it is necessary to sign a document electronically in electronic banking, the following will apply: the electronic signature of the person authorised to act on behalf of Česká spořitelna is generated using data for the generation of an electronic signature on the basis of a certificate issued by the internal certification authority of our bank. You may sign electronically either using the authorisation code sent to you by us in an authorisation SMS message, or with a unique electronic imprint of a mobile application, or using your electronic certificate. We have agreed that electronic signatures mentioned in this article are considered to be electronic signatures referred to in the law.

If we conclude a contract in a way other than in writing, the offer and acceptance executed in compliance with the offer will be considered to be the effective content of the contract; subsequent written confirmation will not prejudice this content.

## **5. Amendment of Business Terms and Conditions and Other Changes**

### **5.1 How Can These Business Terms and Conditions Be Changed?**

If laws and other regulations, conditions on financial service markets, technologies or organisational processes change, and with regard to the business policy of our bank, we can amend these Business Terms and Conditions, particularly in the sphere of provisions governing the method of concluding, amending and terminating contracts, rules of communication, conditions of individual financial services, requirements for evidencing the authority to deal with us, and information duties.

Should the Business Terms and Conditions change, we will notify you of the change by post, via ~~internet-electronic~~ banking, or through a special website whose address will be provided to you in due time. We will notify you of any change no later than two months prior to its coming into effect, and unless you decline the proposed change in writing within this period of time, the new wording will become binding for both parties.

If you disagree with the change, you can terminate the contract on the payment account, contract or agreement on a payment card, incl. a contract on a credit card, and contract or agreement on telephone and ~~internet-electronic~~ banking in writing before the effective date of the change with immediate effect. Any other contracts, incl. a contract on overdraft, to which the proposed change shall apply, and except for contracts listed in the following paragraph, may be terminated by you in writing with a one-month notice. Until the expiry of the notice period, the rights and obligations implied by the contract terminated in this manner will be governed by the current wording of the Business Terms and Conditions.

Termination mentioned in the previous paragraph cannot be applied to other contracts on loans or similar contracts and single deposits; if you do not agree with the proposed change of these Business Terms and Conditions, in the case of your rejection in writing the rights and obligations of such a contract will continue to be governed by the current wording of the Business Terms and Conditions.

### **5.2 What Else Can Be Changed?**

If we intend to change the business name of a service, change forms, points of sale operations, or implement other changes which do not affect our mutual rights and obligations, it shall not consist of a change to a contract or to these Business Terms and Conditions.

## **6. Contract Termination**

### **6.1 How Can You Terminate the Contract?**

Our contractual relationships may be terminated upon mutual agreement. The right to terminate a contract by notice or to withdraw from a contract is stipulated further in these business conditions, ~~by the in~~ particular contracts concluded by us, or by the applicable legal regulations.

### **6.2 Can You Terminate the Contract Immediately after Its Conclusion?**

You can apply for contract termination within 30 days of its conclusion without any penalties. In such a case, we will terminate the contract if we mutually settle all of our debts in advance and if we complete the execution of your

instructions. This method of contract termination does not apply to mortgage loan contracts, deposit account contracts and contracts involving the exchange of currencies, gold, securities, and other investment instruments.

This provision does not prejudice your legal right to withdraw from a contract concluded with us using the means of remote communication or any contract in which you arrange a consumer loan within 14 days. We will provide more details on such a right of yours to you when we are concluding such a contract.

## **7. Our Prices, Interest ~~Rates~~, and Exchange Rates and Payments in Case of Delay**

### **7.1 Where Can You Find Our Prices and Interest Rates?**

The prices and interest rates are provided in our price list. Unless we agree otherwise in the contract, we will apply the interest rate or price listed in the price list effective at the time the service was provided. If publication of agreed reference rate is cancelled, we shall notify a substitute interest rate in our price list. In cases specified in the price list we may also charge third-party prices in addition to our price. ~~Should you be in default in respect of a due amount, we can charge default interest in the amount specified in our price list or as stipulated by law.~~ The price list is available on our website at [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en) and at our points of sale. We may change the price list in the same way as these Business Terms and Conditions (see Article 5.1).

We can execute a change of an interest rate based on a reference interest rate change unilaterally, without any prior notice. The changed interest rates will be published in our price list without unnecessary delay and in case of home loans we shall send them to you or we shall announce them through electronic banking.

### **7.2 What about Exchange Rates of Various Currencies?**

For foreign exchange transactions, we use our exchange rates table to convert currencies. We use the "valuta" or (foreign currency) rate for cash transactions and the "deviza" (foreign exchange) rate for non-cash transactions. We are entitled to change our exchange rates unilaterally and without prior notice depending on the development on the market, even several times a day. The exchange rates table applicable at the given time will always be available at [www.csas.cz/kurzovnilistek](http://www.csas.cz/kurzovnilistek) and at selected points of sale which provide foreign-currency transactions.

### **7.3 What Payments We May Require in Case of Your Delay in Payments?**

Should you be in default in respect of a due amount, we may charge default interest specified in our price list or as stipulated by law, and in the scope permitted by law we may charge also contractual penalty for default and costs arising to us in connection with your default. Such payments are set out in our price list available also at [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en).

## **8. Other General Conditions for the Provision of Our Services**

### **8.1 When Can You Contact Our Points of sale?**

We provide our services at our points of sale during office hours, which are published both at the respective points of sale and on our website. For your convenience, we offer the possibility to make appointments at selected points of sale via the internet or via mobile application.

### **8.2 Can We Decline a Banking Transaction?**

Sometimes legal regulations stipulate certain obligations for us, the observance of which is necessary for us to be able to execute your instructions or other banking transactions. In these cases we need your full cooperation, otherwise we are entitled, in some cases even obliged, to decline the execution of the transaction. This concerns, in particular, the following cases:

- a) ~~If~~ you refuse to provide your identification details and prove your identity or provide further information and documents in compliance with AML regulations, or you do not provide a statement on tax domicile;
- b) ~~If~~ in doubt as to the authenticity, correctness, completeness or validity of documents or information presented for executing a banking transactions, such as a Power of Attorney or an order or discrepancy between the signature and specimen signature;
- c) ~~If~~ in doubt as to the authority of the representative to act on your behalf in the respective matter.

### **8.3 Can We Settle or Offset Our Mutual Receivables and Prices?**

We have agreed that we can offset any of our due monetary receivables we have with you against any of your monetary receivables you have with us, regardless whether these receivables are due or not and regardless of their currency and legal relationship which gave rise to them, including offset against a non-due receivable from your account. This concerns any account we maintain for you. A similar right of settlement will also apply to you in respect of your receivables you have with us.

If you have undertaken to make a payment to our benefit (including the payment of our price for provided services or loan instalments), we can settle the payment against any of your accounts and use the money on the account to execute the payment. We will always inform you of such a step.

### **8.4 Is It Possible to Assign a Receivable or Contract to Another Person?**

Your rights and obligations stipulated by contracts on banking services concluded with us may be transferred to a third party only with our prior written consent. Our right to assign a contract on banking services concluded with you or to transfer any of our rights or obligations implied by the contract or to assign our receivable from the contract to a company that is part of our financial group or, in the event of a breach of the contractual obligations on your side, to other persons as well (including provision of necessary information within offering of such assignment or transfer) does not require your further prior approval. We will inform you about any such transfer or assignment.

### **8.5 What about Withholding Taxes?**

Where stipulated by legal regulations, we are obliged to withhold taxes. If your statement on tax domicile is not available, we assume ~~By signing the contract, you confirm to us~~ that your tax domicile and your citizenship are related to the same country; ~~this applies if you do not evidence that your tax domicile is different~~. If you have more than one citizenship, always inform us about your tax domicile. If a double taxation avoidance treaty applies to you, please provide us with the relevant documents.

### 8.6 What Is Our Governing Law?

Unless we agree otherwise in writing, all of our contractual relationships governed by these Business Terms and Conditions shall be governed by the law of the Czech Republic. This also applies to negotiations we hold in order to conclude contracts on banking services.

### ~~8.7 What Consent Do You Give Us?~~

~~You agree that we and members of the business group of which we are a member may provide to each other information about you, which are available to us and to the members of our business group, including information having the nature of personal data or banking secrecy. We and the members of our business group may process and use information about you especially for the purposes of evaluating your creditworthiness, ensuring and improving the quality of care provided to you, sending business offerings and communications, and for the purposes of marketing and business analyses.~~

~~You agree that we may provide information about you to other financial institutions for the purposes of evaluating your creditworthiness. You agree that we may provide information about you to persons, to which we have transferred some of our activities requiring processing of information about you. You agree that we, the members of our business group and cooperating persons and business representatives may use and process information about you in connection with offering our products and services, products and services of the members of our business group and cooperating insurance companies and providers of financial or non-financial services.~~

### 8.7.8 How Can You Solve Your Complaints?

We will welcome your suggestions or complains that will be communicated to any of our points of sale or to our contact centre on telephone number 800 207 207. If you will not be satisfied with the solution we'll offer, you can address the Ombudsman of the Česká spořitelna Financial Group with your request for his/her judgement on the matter at the following contacts. ~~Contact details of the Ombudsman of the Česká spořitelna Financial Group: Olbrachtova 1929/62, 140 00 Prague 4, ombudsman@csas.cz, tel. 956 717 718.~~

~~If your complaint is not satisfied by us, a dispute arises between us regarding the provision of payment services or the offering, provision, and mediation of a consumer loan, you can may also address the Financial Arbiter of the Czech Republic ([www.finarbitr.cz](http://www.finarbitr.cz)). In case of disputes arising from on-line contracts, you may use also the Online Dispute Resolution Platform (<http://ec.europa.eu/consumers/odr/>). You can may also submit your complaint regarding our procedures or our banking services to the Czech National Bank.~~

## ACCOUNTS

### 9. General Conditions for Accounts

#### 9.1 What Can You Use the Account for?

If you will enter into a bank account contract, we will open and maintain an account for you in the agreed currency. You can deposit money into the account, have money sent to it, make cash withdrawals or make non-cash transfers. Money is debited from your account on the basis of a payment order, or direct debit. Unless we have agreed otherwise, we will make the payment only if there is enough money on the account. Upon request we will always provide information and contractual terms and conditions governing your contract on payment account to you.

#### 9.2 Can You Authorise Other Persons to Draw Money from the Account?

You ~~can may~~ authorise other persons to draw money from the account and you ~~can may~~ make such authorisation using our ~~specimen signature~~ form which ~~may specifies also~~ the specimen signature of your authorised representative and the scope of his/her authorisation. We do not have to accept the authorisation of another person. We will also provide oral information about the payments and account balance to the person you authorise to draw money from the account.

#### 9.3 When Can We Draw Money from the Account without Your Approval?

Without your approval we can draw money from your account only:

- when offsetting or settling our due receivables from you;
- if obliged to do so by law or by a legally effective and enforceable decision of a court, executor or administrative body;
- when returning pension credited to the account after the death of the recipient of the pension on the basis of a request submitted by the payer of the pension;
- if an announced payment has been credited to your account which, however, is not eventually reimbursed by the payer.

#### 9.4 What Is the Interest Applied to the Account Balance and Debt?

Interest on the money in the account will be applied as of the day of the money is credited until the date preceding the date when the money is debited from the account. Interest is payable on the next business day following its crediting. Unless you have concluded an agreement on special interest rates, the interest rates applied to your money will be those available from our price list ([www.csas.cz/cenik-en](http://www.csas.cz/cenik-en)). The interest on the money in the account is calculated on the basis of an annual interest rate and usually on the basis of the actual number of days and ~~365360~~- day year or another such duration of the year which has been established for selected foreign currencies or which is customary for the respective service. The interest minus the withholding taxes is credited on the account on the last day of the calendar month or on the account closing date.

If you withdraw money from your account or you pay with card or if we settle our price against your account, even if there is not enough money on the account or you exceed the overdraft limit (i.e. the limit of permitted account overdraft) without our prior approval or if you fail to pay the overdraft back within the agreed deadline, a non-permitted negative balance arises on the account (non-permitted overdraft). Such arising debt is subject to the respective interest rate and in addition we may also charge [other payments connected to your delay according to Article 7.3](#) ~~a contractual penalty~~. Both the interest rate and ~~other payments~~ ~~the contractual penalty~~ are specified in our price list available also at [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en).

~~The interest rates may be based on reference interest rates. We can execute a change of an interest rate based on a reference interest rate change unilaterally, without any prior notice. The changed interest rates will be published in our price list without unnecessary delay.~~

### **9.5 How Will We Inform You about Your Account Balance and Payments?**

We will regularly inform you about your account balance and executed payments for the agreed period by means of printed or electronic account statements. If, for technical reasons, information on payments executed at the end of the agreed period is not specified in the statement, you will find it in the next statement. No statement will be executed for periods during which no payment was made and no interest credited. Above the scope of the agreed account statement we are not obliged to execute a special account statement containing only information on the account balance as at the end of the calendar year.

We may agree that we will provide you with statements by e-mail or through ~~internet~~ [electronic](#) banking. The statements created before 1 January 2015 are stored in the system of ~~internet~~ [electronic](#) banking for 2 years, statements created after 1 January 2015 for 10 years.

If you collect your statement at a point of sale, statements for at least the last 3 months will be available there for you.

If a statement sent by post returns to us as undeliverable, this and further statements will no longer be sent to you and you will be able to collect them at the point of sale which maintains your account. In such a case, we can charge a price for storing your statements at the point of sale according to our price list. You can collect these statements within 3 months of their execution. Thereafter, your statements will no longer be stored.

Upon request we will issue a copy of a statement and when it is no longer available, we will issue a statement of transactions. In the statement we will also communicate other important information, e.g. changes to the Business Terms and Conditions.

In the event of the account owner's death, we can limit the sending of statements in order to reduce the costs for the heir of the account owner.

### **9.6 How Can a Bank Account Contract Be Changed and Terminated?**

We may change the contract on payment account in the same way as these Business Terms and Conditions (i.e. according to Article 5.1).

You can terminate your bank account contract at any time by notice in writing without giving any reason. The notice period begins on the notice delivery date and ends on the last day of the calendar month in which the notice has been delivered. ~~You can also terminate the contract by notice in writing in compliance with the rules of the Czech Banking Association governing the transfer of clients from one bank to another (so-called client mobility).~~

We can also terminate the bank account contract by notice in writing without giving any reason, [unless the law requires notification of reason](#). The notice period begins on the notice delivery date and ends on the last day of the second calendar month following the month in which the notice has been delivered to you. We can also terminate the contract with a longer notice period.

The same rules apply to [change or](#) termination of a contracted service for the account.

### **9.7 How Do We Proceed in the Case of the Account Owner's Death?**

In the case of the account owner's death, the bank account contract is not terminated and we continue to execute payments, except for those which the account owner has specified as no longer to be executed after his/her death. These payments will be stopped on the business day following the receipt of credible information on his/her death, or on the nearest possible date for cancelling the given type of payment (such as SIPO).

A power of attorney for withdrawing money will not expire upon the account owner's death, unless specifically stipulated otherwise therein. In respect of powers of attorney granted before 2005, the powers of attorney will, on the contrary, expire, unless they stipulate that they should continue to be effective.

In the case of the account owner's death, the contract will be terminated as of the business day following the date when:

- a) we learn about the death in a credible manner, if the account balance is negative or zero; or
- b) a negative or zero balance arises on the account following a credible notification of the account owner's death.

[If the account is inherited by more than one heir, the contract on account expires on the first business day following the day on which any of the heirs submits a legitimate court decision on inheritance. If the inheritance procedure is terminated for negligibility of assets, the contract on account expires as of the date of disbursement of account balance to the organiser of funeral.](#)

### **9.8 How We Proceed in Case of Execution Against Account?**

When an execution against an account is finished, we may charge fees for account maintenance and other services connected with the account that we have not been allowed to charge during the execution, and other costs we have incurred in connection with performing duties within the execution.

### **9.98 What Are the Consequences of Terminating the Bank Account Contract?**

Upon contract termination, we will settle all payable debts you have with us from the money on the account, and we will dispose of the account balance as instructed by you. If we receive no such instructions from you before the contract is terminated, we will keep the balance without applying any interest to it. In this case, we can charge the costs associated with this activity.

### **9.109 What Are the Rules for the Maintenance of Accounts for Clients under 18 Years of Age?**

Type of action	Account owner under 15 years of age	Account owner from 15 to 18 years of age
Contract conclusion and termination	legal guardian	account owner with the <del>approval</del> <u>consent</u> of the legal guardian, or the legal guardian
Contract amendment, granting or withdrawing a power of attorney	legal guardian	account owner or legal guardian
Application for services for the account	guardian who also collects the security data, debit card (card is issued by our bank to clients from 8 years of age)	account owner or legal guardian ( <u>change of security limits requires consent of legal guardian</u> )
Cash and non-cash deposits and withdrawals	guardian or account owner with the <del>approval</del> <u>consent</u> of the guardian (the account owner may, without the <del>approval</del> <u>consent</u> of the guardian withdraw money up to the amount of the security limit)	account owner or legal guardian <sup>1)</sup>
Security limits of cash and non-cash withdrawals	10 000 CZK per calendar month (the limit of 0 CZK applies to passbooks)	20 000 CZK per calendar month (the limit of 0 CZK applies to passbooks) <sup>1)</sup>

<sup>1)</sup> A child passbook may be opened or cancelled only by a legal guardian and only a legal guardian may withdraw money from it.

If you submit a payment order which exceeds the aforementioned security limits, we can decline the order. We can also reject to execute an order if we learn that executing it would be contrary to legal regulations. The aforementioned rules established for legal guardians will apply also to ~~representatives designated by court~~ custodians and curators.

### **9.110 What Types of Accounts Do We Maintain?**

In addition to payment accounts where you can deposit money, make cash withdrawals or non-cash transfers of the money, you can also open deposit or term-deposit accounts ~~which serve for the purposes of appreciating your money~~. The main types of accounts we maintain are listed below.

## **10. Personal Account: Osobní účet České spořitelny II**

Osobní účet České spořitelny II personal account is a payment account intended for consumers.

### **10.1 Osobní účet České spořitelny II for Clients under 30 Years of Age**

You can open Osobní účet České spořitelny II personal account under advantageous price terms until you reach 21 years of age. We will provide you with additional price benefits if you are a student 21-26 years of age and you present confirmation of daily school attendance effective for this period. Please submit this confirmation to us no sooner than 3 months before the month of your 21<sup>st</sup> birthday. If you submit the confirmation later, we will provide the advantageous price terms to you only from the date the confirmation was submitted.

We will provide you with additional price benefits if you are a student 26-30 years of age and you submit a valid confirmation of daily school attendance to us on an annual basis. We will apply the advantageous price terms for the period of one year, always from your birthday, if you submit a valid confirmation of daily school attendance to us no later than by the end of the month of your birthday. Please submit the valid confirmation no sooner than 3 months before the month of your birthday. If you submit the confirmation of your studies in another period, the advantageous price conditions will be provided only until your next birthday.

You can submit the valid confirmation of daily school attendance at our point of sale, or online (please refer to [www.csas.cz/potvrzeniostudiu](http://www.csas.cz/potvrzeniostudiu)), or you can send it to our e-mail address: student@csas.cz. Study confirmations expiring on August 31 will be considered effective by September 30 of the respective year. We accept school confirmations about regular daily studies at colleges, language schools or universities in the Czech Republic or abroad. The same conditions apply to foreign nationals who study at school in the Czech Republic.

~~You can obtain the advantageous price terms only for one Osobní účet České spořitelny II personal account.~~



As soon as you reach the age of 15, we will set up the appropriate monthly security deposit and withdrawal limits for you. We will increase the limits for your debit card in the month following your 15<sup>th</sup> birthday.

### **10.2 Osobní účet České spořitelny II for Clients over 30 Years of Age**

We will charge the price for maintaining your Osobní účet České spořitelny II personal account according to the effective price list after your 30<sup>th</sup> birthday.

### **10.3 Osobní účet České spořitelny II for Pension Recipients**

We will provide Osobní účet České spořitelny II personal account under advantageous price terms to you if you are a recipient of an old-age pension or full disability pension [for third level disability](#) from pension insurance and you submit a relevant document evidencing this fact to us.

The price for maintaining Osobní účet České spořitelny II personal account will be charged to you according to the effective price list. You can obtain the advantageous price terms only for one Osobní účet České spořitelny II personal account.

### **10.4 Peníze stranou Account for- Osobní účet České spořitelny II Personal Account**

You can open a Peníze stranou (Money-Put-Aside) account for your Osobní účet České spořitelny II as the basic account. If the basic account is closed, the Peníze stranou account will be closed as well and we will disburse the money [to account Osobní účet České spořitelny II](#) ~~according to your instructions~~. The same specimen signature form applies to the Peníze stranou account as that of the basic account. Account statements for the Peníze stranou account will be provided to you in the same manner as for the basic account.

Deposits to and withdrawals from the Peníze stranou account may be conducted only by means of non-cash transfers via the basic account, through SERVIS 24, collection boxes or at our points of sale. You can deposit your money into the Peníze stranou account by means of single payment orders, standing payment orders or standing orders by which money will be transferred from the basic account if its balance is greater than the given limit. You can withdraw money from the Peníze stranou account by means of a single payment order. If you fail to comply with the aforementioned methods of payment order submission, we can decline your instruction.

We will apply the same interest rate to the Peníze stranou account as that applied to Osobní účet České spořitelny II personal account, unless our price list specifies a different interest rate for this account. The interest will be credited to the Peníze stranou account after the end of the [calendar quarter](#) ~~current monitored period; its current duration is available on our price list~~.

### **10.5 The Rodina Service for Osobní účet České spořitelny II**

In the Rodina (Family) service, you can include your Osobní účet České spořitelny II personal account and Osobní účet České spořitelny II personal accounts of your partner (i.e. spouse, partner, registered partner) and of your children or your partner's children under 30 years of age. All outgoing payments from the aforementioned included accounts to any accounts of the members of your family included in this service maintained in the Česká spořitelna Financial group will be subject to advantageous prices (this price benefit is provided no sooner than from the 5<sup>th</sup> business day of the inclusion of the family member's account in this service). Furthermore, your partner will obtain advantageous prices for those services for his/her account which are listed in our price list.

You can exclude yourself, your partner or your children from the Rodina service at any time. Your partner or child may also exclude themselves from the service. We will stop providing the Rodina service if you are no longer an owner of Osobní účet České spořitelny II personal account for which this service has been concluded.

## **11. Personal Account: Osobní konto České spořitelny**

Osobní konto České spořitelny is a payment account intended for consumers.

### **11.1 Savings Account for Osobní konto České spořitelny Personal Account**

To your Osobní konto České spořitelny personal account as the basic account, you can open an accessory savings account. If the basic account is closed, we will also close the savings account and we will disburse the money to [account Osobní účet České spořitelny II](#) ~~you as per your instructions~~. The same specimen signature form as that of the basic account applies for the savings account. Savings account statements will be provided to you in the same way as agreed for the basic account.

Deposits to and withdrawals from the savings account may be conducted only by means of a non-cash transfer via the basic account, through SERVIS 24, collection boxes, or at our point of sale. You can deposit money into the savings account by means of a single payment order, standing payment order or a standing order for the transfer of money from the basic account if its balance is greater than the limit you determined. You can withdraw money from the savings account via a single payment order. If you fail to comply with the aforementioned methods of payment order submission, we can decline your instruction.

We will apply the interest rate specified in our price list to the savings account. The interest will be credited to the savings account after [the end of the calendar quarter](#) ~~completion of the monitored period; its current duration is available on our price list~~.

## **12. Personal Account: Osobní účet České spořitelny**

### **12.1 Osobní účet České spořitelny**

Osobní účet České spořitelny personal account is a payment account intended for consumers. You can obtain a number of related services together with Osobní účet České spořitelny personal account. For a list of these services, please

refer to our price list and to the current version of the framework contract which we have concluded with the appropriate insurance company or another provider of the related service.

### 12.2 Osobní účet České spořitelny Junior

Osobní účet České spořitelny Junior personal account is maintained for clients from 8 to 15 years of age. You can have only one Osobní účet Junior personal account. As soon as you reach the age of 15, we will transfer your Osobní účet Junior to Osobní účet Student personal account and on the following day we will set up the appropriate monthly security limits for deposits and withdrawals. We will increase the limits for the debit card in the month following that of your 15<sup>th</sup> birthday and on the next automatic exchange we will replace the card with the debit card issued for Osobní účet Student account.

### 12.3 Osobní účet České spořitelny Student

Osobní účet České spořitelny Student personal account is maintained for clients from 15 to 30 years of age. The maintenance of this account after the client's 18<sup>th</sup> birthday is conditioned by the following: if you are a Czech citizen, you will submit to us a valid school confirmation of your daily attendance at a secondary school, secondary vocational school, college, language school or university in the Czech Republic or abroad. The same conditions apply to foreign nationals if they study at school in the Czech Republic.

If you open Osobní účet České spořitelny Student personal account after your 18<sup>th</sup> birthday, you need to present confirmation of your studies when concluding the contract. If we have maintained an account for you before you were 18, and we transfer this account after your 18<sup>th</sup> birthday to Osobní účet Student personal account, it will be necessary to submit the confirmation of studies for the first time in the calendar year following the year in which you turned 18.

The confirmation of studies has to be sent online (please refer to [www.csas.cz/potvrzeniostudiu](http://www.csas.cz/potvrzeniostudiu)) or by e-mail to [address\\_student@csas.cz](mailto:address_student@csas.cz) by March 15 or presented at our point of sale by March 31 of the given school year. If we do not receive the confirmation, we will transfer your account to the normal mode of Osobní účet České spořitelny II personal account on April 1.

You can have only one Osobní účet Student personal account. On the first day following the month of your 30<sup>th</sup> birthday we will transform your Osobní účet Student personal account to Osobní účet České spořitelny II personal account.

### ~~12.4 Osobní účet České spořitelny Absolvent~~

~~You can obtain the advantages offered by this account, if:~~

- ~~a) you are under 30 years of age;~~
- ~~b) you meet the conditions of an active account, i.e. at least three payments have been executed in respect of your account within the given calendar month, except for payments from us (such as the crediting of interest to the account);~~

~~Moreover, we will provide to you six "Standard" services for this account for 2 years as of the effective date of opening the account free of charge. For a list of the Standard services, please refer to our price list of Osobní účet České spořitelny. You can have only one Osobní účet Absolvent account.~~

~~We will transfer your Osobní účet Absolvent personal account to Osobní účet České spořitelny current personal account:~~

- ~~a) 2 years after the date of opening Osobní účet Absolvent personal account; or~~
- ~~b) after your 30<sup>th</sup> birthday; or~~
- ~~c) as at the beginning of the calendar month following the calendar month when we learn that the conditions of an active account have not been met by your Osobní účet Absolvent personal account.~~

~~Once converted to Osobní účet České spořitelny, Osobní účet Absolvent personal account can no longer be provided to you.~~

## 13. Passbooks

### 13.1 General Provisions for Passbooks

All passbooks issued by us are governed by these Business Terms and Conditions, which replace our previous terms and conditions for passbooks. In a passbook we confirm the deposit of cash into the account and cash withdrawal from the account maintained for the passbook. You can also ~~transfer deposit~~ money to the account in a non-cash manner [or via our deposit ATMs](#); in such a case we will record the amount to the passbook as soon as you present it to us.

You can withdraw money from the account only if you present the passbook to us. If the withdrawal of money is bound to a notice, you can terminate the deposit or part of it with the agreed notice period and you can then withdraw the money only within the given period ([so called realization period](#)) after the expiry of the notice period. If you carry out a pre-term withdrawal, i.e. before the expiry of the agreed notice period, you lose the right to have the interest on the deposit for the period since the beginning of the given calendar year to the pre-term withdrawal date credited to your passbook.

A power of attorney for the withdrawal of money from a passbook account does not expire upon the owner's death, unless explicitly specified otherwise in the power of attorney. However, in respect of powers of attorney granted before 2014, the power of attorney shall expire upon the death of the account owner.

The interest is credited to the account always after the end of the calendar year. Lottery passbooks are not subject to interest; they are included in a lottery in compliance with our effective lottery plan, which is available at [www.csas.cz/herniplan](http://www.csas.cz/herniplan).

Should you lose your passbook or should it be destroyed, we will issue a replacement for you upon written request.

If the account is inherited by one or more heirs, we will disburse the money even without the presentation of the passbook. ~~If the account is inherited by more than one heir, the contractual relationship expires as of the date of the disbursement of the inheritance share to the first heir.~~

### 13.2 Child Passbooks

~~A child passbook may be opened only by your legal guardian, and until you reach the age of 18 years, only your legal guardian may terminate the contract on the passbook account or withdraw money from the account. After your 18<sup>th</sup> birthday you can terminate the passbook account contract or withdraw money from the account.~~

## 14. Basic Deposits and Minimum Account Balances

The opening and maintenance of some types of accounts is conditioned by placing the basic deposit and maintaining a particular minimum balance.

<b>Payment accounts in Czech currency (e.g. personal accounts) <del>Osobní účet České spořitelny II, Osobní konto České spořitelny, Osobní účet České spořitelny, and sporogiro accounts</del></b>	
<del>Basic deposit for opening an account</del>	<del>CZK 100</del>
Minimum balance for account maintenance	CZK 100

~~The basic deposit for opening an account may be placed within 2 weeks of opening the account. The minimum balance does not apply to accounts with permitted overdraft.~~

<b>Current accounts in Czech currency</b>	
Minimum balance for <del>account maintenance</del> <del>maintaining a current account</del>	CZK 1 000

~~We no longer newly open these accounts.~~

<b>Deposit accounts in Czech currency</b>	
<del>Basic deposit for the opening and m</del> <del>Minimum balance for the account</del> <del>maintaining the deposit account</del>	CZK 5 000
Minimum amount of any subsequent deposit (additional deposit) to <del>the deposit</del> <del>the</del> account	CZK 200

~~We no longer newly open these accounts.~~

Service	Minimum balance	Minimum monthly deposit amount	Maximum monthly deposit amount	Maximum extra-ordinary deposit amount	Minimum withdrawal amount
<del>Šikovní spoření České spořitelny (Nifty Savings)</del>	<del>CZK 300</del>	<del>CZK 300</del>	<del>CZK 5 000</del>	<del>CZK 30 000</del>	<del>50% of the current account balance rounded down to thousands</del>
<del>Šikovní spoření České spořitelny Plus (Nifty Savings Plus)</del>	<del>CZK 5 000</del>	<del>CZK 5 000</del>	<del>CZK 20 000</del>	<del>CZK 100 000</del>	

~~We no longer newly open these accounts. The minimum withdrawal amount applies to contracts concluded on and after September 1 2009.~~

<b>Current accounts in foreign currencies</b>	
Basic deposit or minimum balance for opening and maintaining <del>a current</del> <del>the</del> account	CZK 1 000

~~The amounts of the minimum deposit or balance in a foreign currency are specified after their conversion according to the exchange rates table of the Czech National Bank (ČNB).~~

<b>Foreign-currency <del>D</del> deposit accounts in foreign currencies</b>	
<del>Basic deposit or minimum balance for the opening and maintenance of the deposit</del> <del>the</del> account	<del>USD 300, EUR 300, GBP 600, CAD 1 500, CHF 1 400, DKK 7 500, SEK 9 200, JPY 124 000</del>
<del>Minimum balance for account maintenance</del>	<del>USD 300, EUR 300, GBP 600, CAD 1 500, CHF 1 400, DKK 7 500, SEK 9 200, JPY 124 000</del>
Minimum amount of any subsequent deposit (additional deposit) to <del>the deposit</del> <del>the</del> account	USD 50, EUR 50, GBP 60, CAD 150, CHF 140, DKK 750, SEK 950, JPY 13 000

## 15. Permitted Account Overdraft (Overdraft)

### 15.1 What Is an Overdraft and How Does It Work?

An overdraft is a type of loan which allows you to exceed the current balance on your account up to an agreed limit. This means that if you have an overdraft, you can withdraw or send money even if you do not have it on your account at the moment. If the overdraft limit is not sufficient for you and you want to exceed it, you need our prior written approval. The overdraft will form a debt which will be subject to an interest rate agreed in [our price list](#) ~~the overdraft contract~~ [\(please refer to www.csas.cz/cenik-en\)](#). The prices for services and due interest are included in the limit of the permitted overdraft, even if you exceed the limit and a non-permitted negative balance on the account (non-permitted overdraft) arises due to this. The right of account balance overdraft is not transferred to your heirs, if applicable, because we have provided this loan to you only. You are obliged to pay back the debt from the overdraft under the conditions stipulated by the overdraft contract; on the day following the complete pay-back of the overdraft, the overdraft will be available to you again.

### 15.2 How Can the Overdraft Limit Be Changed?

During the term of the overdraft contract, we can agree to change your limit for the overdraft; ~~sometimes we may also propose increasing your limit.~~ [Unless the law requires your active written consent, we may, upon scoring of your ability to repay the loan based on information about you available to us, propose an increase of your overdraft limit.](#) We will send ~~the such~~ limit increase proposal to you ~~at least 20 days with sufficient advance~~ before the proposed effective date of the increase. If you do not decline this proposal before the proposed effective date, we will consider it accepted and we will increase your limit according to our proposal. There may be a situation when we are forced to reduce or cancel your overdraft limit with immediate effect, particularly if required by our mandatory duty to act with due care, or if you are breaching your obligations towards us.

### 15.3 What Are the Consequences of Non-Compliance with the Obligations and Other Serious Matters?

If it is evidenced that any of your declarations in the overdraft contract or in another document you have provided to us in relation to the conclusion of this contract is false or substantially incomplete, or if you breach any of your important legal obligations towards us (especially it is considered as a breach of important legal obligation if you cause damage to us by your act), we can suspend your right to use the overdraft with immediate effect, to reduce the overdraft limit, to declare any debt arising from the overdraft or part thereof immediately payable, to terminate the overdraft contract with immediate effect or to withdraw from the contract on overdraft. We will inform you of any such measure. We can also apply several measures at one time, if it is, in our professional opinion, necessary for mitigating our risk.

We can proceed in the same way if a situation arises which may, in respect of our obligation to act with due care, have a significant adverse effect on your ability to fulfil your obligations implied by the overdraft contract, particularly if:

- a) we receive a court ruling on a receivable order, execution order or another decision with similar effects;
- b) your financial and property situation after concluding the overdraft contract has deteriorated to a degree which may principally adversely affect your ability to repay the overdraft; or
- c) you are behind on performing your contractual liability or obligation implied by a legal regulation which affects our position or which pertains to the contract concluded between us.

If an insolvency proceedings is commenced against you, your debt from the overdraft becomes payable as of the date of insolvency proceedings commencement. We may agree with you that the overdraft is not due according to the preceding sentence, e.g. if the petition for insolvency proceedings against you is evidently unjustified.

## PAYMENT CARDS

### 16. Payment Card Issuance

#### 16.1 What Is a Payment Card?

A payment card allows its holder to withdraw money, pay for goods and services, enter payment orders and hence utilise the money from the account [to which the card was issued](#) ~~maintained for the holder~~. We usually issue payment cards on the basis of a contract on account or upon special request placed by you or a person authorised by you for this purpose.

You are obliged to use the payment card in compliance with the effective legal regulations of the country where you make the payment.

#### 16.2 Who Is the Payment Card Holder?

The holder of the payment card is the person for whom the card has been issued and whose name is [usually](#) shown on the card. The card may be used solely by its holder. We will issue the card to you or to a person you authorise ~~by providing the card for to draw~~ [drawing](#) money from the account [by the card](#). ~~You and any~~ [Each](#) card holder ~~are is~~ obliged to observe all of the rules governing the card usage, particularly security rules.

#### 16.3 How Is the Payment Card and PIN Handed Over?

We will deliver the payment card to you in the agreed way, e.g.:

a) [by sending to a mailing address in the Czech Republic or abroad by postal parcel](#);

~~a) b) h~~ [Hand-over at our point of sale, if we enable it](#); the payment card will be ready for collection at the selected point of sale for 3 months; thereafter, we may destroy an uncollected payment card; in this case, the price for issuing the payment card is not refunded;

~~b) By sending to a mailing address in the Czech Republic by standard post~~;

c) ~~Abroad or~~ in case of express delivery to an address in the Czech Republic by a courier service.

~~We issue the card inactive, so Cards delivered to you directly, i.e. not by handing over at our point of sale, are inactive. You can may~~ activate the card in our ATM, through ~~internet electronic~~ [banking](#), [via first payment with entering the PIN](#), or by another method notified by us. Once you receive your payment card, sign it on the signature slip on the reverse immediately and in a way different from your specimen signature.

In order to use the payment card, you will need a Personal Identification Number (PIN). We will send the PIN to the card separately in an agreed way, e.g. by post, in the form of an SMS, by courier service or through ~~internet~~ electronic banking.

#### **16.4 What Is Automatic Payment Card Renewal?**

If you have given us your consent with automatic payment card renewal, we will issue a new card ~~with a follow-up period of validity~~ before the expiry of the original card. Renewal of the payment card may have impact on the conditions of its usage, or to other arrangements related to the card. If you want to change your personal data on the new card or you are no longer interested in the new card, please notify us to this effect no later than 2 months before the expiry of the current card. Upon automatic payment card renewal or on issuance of a replacement card, depending on our current offer you may receive another type of card. If you do not use the card at all during 12 consecutive months, we are not obliged to issue to you a new card within the automatic renewal.

We issue various types of cards for various types of accounts. If your account type changes, we will issue the corresponding card type upon the next ~~change automatic renewal~~ of your card; ~~until then you can use your current card.~~

### **17. Payment Card Usage**

#### **17.1 When Are Payments Made by Cards Settled?**

We will settle the payments and withdrawals made by payment cards to your account usually within 1 to 45 days, depending on the type of payment.

#### **17.2 How Can You Use the Card ~~at a merchant and at an ATM?~~**

You may pay with a payment card for services and goods on the internet, or at designated merchants, or optionally withdraw also cash at some of them (cash back service). However, we do not guarantee that a merchant will always accept your card or will always be able to process the payment.

When you withdraw money from an ATM, we will fulfil our obligation to disburse the required amount to you when cash is issued from the ATM. For technical reasons it is not always possible to release the required amount from the ATM by one drawing.

As regards potential pending payments which have not been settled to the date, the information on the balance for the use of payment card ~~displayed by the ATM~~ is for orientation only and does not represent the current information on the account balance. Therefore while using payment card, please, take into consideration your transacted, but not yet booked payments to avoid non-permitted negative balance (non-permitted overdraft) from arising.

We can propose concluding a contract on a certain service to you via ATMs, Payment ATMs, or similar devices. In such a case the contract is concluded by entering the PIN, which is considered to be the electronic signature in this case.

A merchant or an ATM operator may charge its fees for payments by card at merchant or for card usage in ATM.

If you use a third party application for card payments (e.g. digital wallet), we are responsible neither for the usage of such application, nor for information you receive through such application.

#### **17.3 What Can You Find in the Payment Card User Manual?**

The Payment Card User Manual contains guidance, instructions for use, and information on using the payment card. The User Manual is available to you at [www.csas.cz/priruckakarty](http://www.csas.cz/priruckakarty) or at our points of sale.

### **18. Security during Payment Card Usage**

#### **18.1 Why Is It Necessary to Follow the Security Rules?**

Adherence to security rules regarding payment card and security data specified below is absolutely essential to allow us to prevent, or mitigate their unauthorized misuse. Unintentional breach of these security rules by the payment card holder is a breach of duty to use the payment card in compliance with the agreed terms and conditions due to gross negligence and we will not be liable for damage caused by the misuse of the card in such case.

#### **18.2 How Should You Protect the Security Data and Payment Cards?**

In order to prevent unauthorised use of your payment card, it is necessary to observe security rules, particularly the obligation to keep your PIN or other security code confidential (namely to refrain from recording the PIN on the payment card, its cardholder or another object you carry together with the payment card, to protect the PIN entry from being observed by other persons, etc.) and the obligation to act in a manner preventing theft, loss or abuse of your payment card. It is also necessary for you to protect your payment card from damage. You may not disclose the data about the payment card on the basis of requests delivered by mail, e-mail, social network or alike. We do not ~~send~~ make such requests; they are always fraudulent ones and never answer to them. ~~Breach of the stipulated security rules by the card holder may lead to your liability for the incurred damage.~~

For card payments on the internet you are obliged to use only technical device, which is not publicly accessible (e.g. not through a PC in an internet café) or which is not unfamiliar to you. You are obliged to use your own technical device, or a device, which security you have verified in a reliable way. On such device you are always obliged to use updated versions of operational system, security programs (antivirus, firewall) and internet browser supported by the manufacturer. You are allowed to install and launch programs only from safe and verified sources on your technical device. You are not allowed to open e-mails and attachments of e-mails from suspicious senders.

#### **18.3 What to Do When a Payment Card and/or PIN Is Lost, Stolen or Abused?**

For us to be able to minimise potential damage arising from unauthorised use of the payment card it is necessary for you to report its loss, theft or suspected payment card or PIN abuse immediately. You can do so 24 hours a day by calling our toll-free info line at 800 207 207 (+420 956 777 956 when calling from abroad), or personally at any of our points of sale, or through [internet-electronic](#) banking. The report should include any circumstances associated with the loss, theft or suspected payment card or PIN abuse. If you report by phone, we will give you a blocking code for you as evidence of such report. In the case of suspected payment card abuse, we [may lower limits for payment card usage or we](#) may ask you to return the card to us immediately.

#### **18.43 What Is Payment Card Blocking?**

After you report the loss, theft or suspected payment card or PIN abuse, we will immediately block your payment card. If we reasonably suspect that your payment card has been abused, we can block your payment card even without your notification. We will inform you to this effect in advance or as soon as practicable after the blocking is executed. If we assume that the reason for blocking the card no longer exists, we will enable its further use as soon as possible or we will issue a new payment card.

#### **18.54 How Do We Ensure Security for Payments Made by Card on the Internet?**

~~If you want to pay on the internet, in order to increase the security of card payments made via the internet, you can~~ [must register yourself](#) in the 3D Secure system free of charge. When using this system, you will confirm your internet payments at secured merchants ~~(marked with logos Verified by Visa or MasterCard SecureCode)~~ using a one-time password which will be sent to you in an SMS message, or in other agreed way. For security reasons we may suspend the execution of your card payments via the internet:

- a) if we ask you to register in the 3D Secure system but you fail to do so;
- b) upon repeated, incorrect entry of the password;
- c) in internet shops which do not use the 3D Secure system.

We will always inform you of such restrictions.

### **19. Contactless Payment Instruments**

#### **19.1 What Are Contactless Payment Instruments?**

A contactless payment instrument is a contactless payment card or other contactless payment instrument (such as a contactless label or chip in a mobile phone). You can use the contactless payment instrument to pay for goods and services by placing it over the relevant device. ~~When-While~~ making ~~some-a~~ payments via a contactless payment instrument you may also be asked to enter your PIN [for security reasons](#). Contactless payment instruments which are not a credit card are subject to the provisions of these Business Terms and Conditions for Payment Cards except that such means may be used only with devices which allow for contactless payments and on the internet. [Provisions of these terms and conditions applicable to payment cards are applicable similarly also to other contactless payment instruments, unless such application is excluded by their nature.](#)

### **~~INTERNET-ELECTRONIC AND TELEPHONE BANKING~~**

### **20. Basic Provisions for SERVIS 24 Services**

#### **20.1 What Are SERVIS 24 Services?**

SERVIS 24 is a suite of [internet-electronic](#) and telephone banking services which ~~will enable you or persons appointed by you~~ to administer accounts, make payments and investments, ~~and communicate with us~~ [and utilise our other services we provide via the internet, telephone, mobile phone or another means of remote communication](#). [We provide services of electronic banking through our internet and mobile applications. Only those application are the components of SERVIS 24 which you may use with the security elements according to these terms and conditions. Via SERVIS 24 we enable you to use all of our services which you contracted for and which are accessible via SERVIS 24.](#) For details on using SERVIS 24, including technical background and security ~~instruments~~[elements](#), please refer to the User Manual at [www.csas.cz/priruckaSERVIS24-en](#). [If you have earlier in a contract arranged for the use of our internet banking, it is considered to be the use of our electronic banking.](#)

[We are continuously improving and developing our electronic banking services, so we may add new applications into our electronic banking and conversely we may discard current applications from the electronic banking. The current list of our internet and mobile applications is available at \[www.csas.cz/naseaplikace\]\(#\).](#)

~~You can use SERVIS 24 only if we maintain at least one payment account for you. Although you can use several of our services via SERVIS 24, you will always pay one price for it only and we will debit this price from the account you determine (main/primary account). You can use SERVIS 24 — Start without a payment account, or if you have a payment account for persons under 15 years of age. SERVIS 24 — Start enables using internet and telephone banking in a limited scope. If you use a third party application in connection with using electronic banking, we are responsible neither for the usage of such application, nor for information you receive through such application.~~

#### **20.2 Can Someone Else Use Your SERVIS 24?**

[Certain services of SERVIS 24](#) may be used also by other persons ~~if they are specified on the specimen signature form for your account and~~ if you authorise them to this effect ~~in the internet banking system~~ (users). It is necessary for you to inform each user of the terms and conditions of the SERVIS 24 services. ~~You can cancel the user authorisations at any time via SERVIS 24 services or by cancelling their authorisation in the specimen signature form. The users themselves may also ask at our point of sale to have their authorisation cancelled.~~

#### **20.3 How Is SERVIS 24 Available to You?**

[Services of SERVIS 24](#) ~~is-are~~ usually available to you 24 hours a day, 7 days a week. We will inform you in advance in a suitable manner about any planned shutdown of SERVIS 24. In justifiable cases, however, we can also interrupt the provision of SERVIS 24 for the required period of time even without prior notice. We will inform you of such interruption as soon as possible.

#### 20.4 When Is the Provision of SERVIS 24 Services Terminated?

~~You~~ We can may terminate the provision of the SERVIS 24 services for you as well as for all users:

- ~~a) If the account from which you pay the price for SERVIS 24 is cancelled and you do not appoint any other account;~~
  - ~~a) b) If you or any other user fails to use these services within the period of 120 days of the allocation of the respective security data elements for SERVIS 24 (if only a certain user does not use SERVIS 24 services within this period, only his/her authorisation to use SERVIS 24 will expire);~~
  - ~~b) e) As soon as we learn from a credible source about the death of the account owner whose account is administered via application SERVIS 24 Internetbanking; and~~
  - ~~c) d) If we are obliged to do so in compliance with legal regulations.~~
- If a contract on banking services is a condition for the usage of certain services of SERVIS 24 and if such a contract is terminated, then we terminate also the provision of the respective service of SERVIS 24.

#### 20.5 What Is e-invoicing/e-document?

~~Within In certain applications of electronic banking the scope of this service~~ we will enable you and all of the users to receive invoices or other documents in electronic format to the respective application~~your internet banking~~; this applies to invoices and documents from companies the list of which is available in the respective application~~SERVIS 24 internet banking~~. If you activate e-invoicing/e-document, you agree with these companies sending you invoices or other documents electronically, with us informing these companies about your consent and providing them with your identification details, ~~and~~ account number and eventually information about the fact that you received an e-invoice or other document, for the purposes of e-invoicing. You can give your consent to issuing electronic invoices and other documents also directly to a company included in the respective application~~list in SERVIS 24~~. This service may also be activated by us, if it is requested by any of the said issuers. If you do not use this service, you may cancel it any time. The issuing company shall be liable for the correctness of the content of the delivered invoices or other documents and for any complaints.

### 21. Security in Using SERVIS 24

~~We will allocate security data or security instruments to you and to any other SERVIS 24 user for~~ You may use services of SERVIS 24 only through security elements serving for your identification and authentication of the authority to use SERVIS 24. When using the services of SERVIS 24 you are obliged to adhere to the ~~laid down~~ security rules specified below. Their breach may lead to your liability for the damage incurred by you.

#### 21.1 Why Is It Necessary to Follow the Security Rules?

Adherence to security rules regarding usage of services of SERVIS 24 specified below is absolutely essential to allow us to prevent, or mitigate their unauthorized misuse, especially rendering unauthorized payments from your account. Unintentional breach of these security rules is a breach of your duty to use the payment instrument, i.e. electronic banking, in compliance with the agreed conditions due to gross negligence and we will not be liable for damage caused by the misuse of the payment instrument in such case.

#### 21.2 What Are the Security Data Elements for SERVIS 24?

Security elements are unique elements which enable access to services of SERVIS 24 and their usage. The security elements are especially the following ones: password, activating code, authorisation SMS message, security application for smartphone or tablet, electronic certificate, payment cards issued by us or your PIN code in combination with the mentioned elements. Security elements are non-negotiable and they may be used only by the person to whom we assigned them. ~~The security data are unique elements which enable access to SERVIS 24. These are allocated solely to you and to the users authorised by you.~~ If we agree to hand over the security ~~data elements~~ by mail, we will send the data to you ~~or to another authorised user~~ to the address provided by you for this purpose. Should the delivery be damaged in any manner, please do not accept it, ask the delivering person to draft a damaged delivery protocol, and inform us without any delay. You can also collect the security ~~data elements~~ in person at the relevant point of sale. We issue the security elements solely for the purposes of their use in relation to services of SERVIS 24. If you use them for another purpose, we decline any responsibility for such usage. List of security elements offered by us is available at [www.csas.cz/bezpecnostniprvky](http://www.csas.cz/bezpecnostniprvky). ~~In order to increase the security of access to internet banking, you can also arrange for access SMS messages to be sent to you.~~

#### 21.2 What Are the Security Instruments for SERVIS 24?

~~The security instruments are the authorisation SMS messages, security application for smartphones, technology for voice recognition (voice biometry) or an electronic certificate. The security instruments may also be the payment cards issued by us or your PIN code.~~

If you ~~or any user authorised by you~~ arrange for an electronic certificate, you undertake to observe the licence and other terms and conditions of its use. Following issuance of the electronic certificate, please check immediately whether it is completely consistent with your data. If not, please inform us to this effect immediately. ~~You can use the electronic certificate for any account assigned under SERVIS 24. The electronic certificate~~ It is valid for the period of one year. Upon your request we can terminate the validity of the certificate even sooner. The validity of the electronic certificate then expires no later than on the first business day following the receipt of your request. If you or any user authorised by you conclude a contract on an electronic certificate, you can no longer use telephone banking.

We can also prematurely terminate the validity of the electronic certificate if:

- ~~t) The electronic certificate has been issued on the basis of false data or these data are no longer valid;~~
- ~~y) You breach any obligation implied by using the certificate;~~
- ~~y) You notify us of an actual or suspected loss, theft, abuse or any other unauthorised use of your electronic certificate;~~
- ~~w) We learn from a credible source about the death of the person to whom it has been issued;~~
- ~~w) We are obliged to do so pursuant to a legal regulation or an effective administrative or court ruling.~~

You will be charged the price specified in the current price list for the issue and use of the electronic certificate (please refer to [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en)). If the electronic certificate prematurely expires, we do not provide any compensation for the remaining period for which the electronic certificate would have been valid.

~~We issue the electronic certificate solely for the purposes of its use in relation to SERVIS 24. If you use it for another purpose, we decline any responsibility for such usage.~~

### **21.3 How ~~Are to Protect the Security Elements~~Data and Security Instruments Protected?**

Carefully protect the security ~~data elements~~as well as the security instruments from loss, theft, and any use by ~~third other person~~parties. The security elements may not be provided to another person in any circumstances and in any way. At the same time we ask that you prevent any change or any other unauthorised intervention which would alter the nature, purpose or characteristics of the issued security ~~feature~~element.

In your own interest please inform us without delay of any loss, theft, abuse or unauthorised use of the security ~~data elements~~or security instruments. You can do so via our free info line at 800 207 207 (+420 956 777 956 when calling from abroad) or at any of our points of sale.

We will of course issue a confirmation of your notification of the loss, theft, abuse or unauthorised use of security ~~data elements~~or security instruments. It is important for you to include all the important information related to the situation in your report. Following your report, we will adopt any necessary measures, including blocking SERVIS 24, to prevent abuse by unauthorised persons.

We will also limit SERVIS 24 if we reasonably suspect that your security ~~elements~~data or security instruments have been abused or used in a non-authorised manner. We will immediately inform you thereof in a suitable manner.

### **21.4 What Further Security Rules for Using of ~~Internet~~Electronic Banking are Applicable?**

In your own interest you are obliged to always carefully adhere to ~~these the following security~~ rules, which are absolutely necessary to protect you against misuse of electronic banking. ~~Without adherence to them we are not able to sufficiently protect you against unauthorized fraudulent payments from your accounts.~~

You are obliged to access the ~~internet electronic~~ banking through technical device, which is not publicly accessible (e.g. not through a PC in an internet café) or which is not unknown for you. You are obliged to use your own technical device, or a device, which security you have verified in a reliable way prior use. Never use technical device, if there are any doubts about its security. The chip card with the electronic certificate is only for login and transaction authorization purposes, in other cases do not leave it in your device. Do not use program changes in your smartphone allowing full administrator access and do not access the electronic banking through an account with administrator rights. You are always obliged to use on ~~such your~~ device only updated, by manufacturer and by us supported versions of operational system, security programs (antivirus, firewall etc.) and internet browser (the list of programs supported by us is in the user guide of SERVIS 24 service, which is available at [www.csas.cz/priruckaSERVIS24-en](http://www.csas.cz/priruckaSERVIS24-en)). ~~If we offer a mobile application for access to internet banking (e.g. SERVIS 24 Mobilní banka) suitable for your mobile device (e.g. tablet, or smartphone), you are obliged to use it.~~ You are obliged ~~allowed~~ to install and launch only programs from safe and earlier verified sources on your technical device, which may not contain harmful codes. You are ~~not~~ allowed to open neither e-mails and nor attachments of e-mails from suspicious senders nor messages with suspicious names or content. Neither answer nor react in other way to such e-mails. Do not access risky web pages through device you are using for access to the electronic banking. You are obliged to regularly change your access password (at least once per three months) and ; protect it against disclosure ~~and enter it only in a safe environment~~. For your e-mail box use protection against spam.

Your security elements enter always only at web pages [www.servis24.cz](http://www.servis24.cz), [www.bezpecnost.csas.cz](http://www.bezpecnost.csas.cz) or into our applications. Prior entering them always verify that you are at these web pages, or that it is our application (the list of our applications is available at [www.csas.cz/naseaplikace](http://www.csas.cz/naseaplikace)). You are obliged to open the internet banking always only from our websites or by typing [www.servis24.cz](http://www.servis24.cz) or [www.bezpecnost.csas.cz](http://www.bezpecnost.csas.cz) into the address bar of the browser. Do not search this address by search engine, neither launch from your favourite sites bookmarks. After login, you are always obliged to carefully acquaint yourself with our warnings on current threats and risks first. If after studying them you identify any threatening risk regarding security of your electronic banking, immediately interrupt your access to the application and contact us at the below specified telephone number. Similarly proceed in any other case when you have any suspicion that the security of your electronic banking is in danger. Prior to login and during the whole time of login into the ~~internet electronic~~ banking you are obliged to continuously check that the following address appears: <https://www.servis24.cz> or <https://www.bezpecnost.csas.cz> in the address bar and to check by clicking on the icon of lock that the security access certificate is issued for [www.servis24.cz](http://www.servis24.cz) or [www.bezpecnost.csas.cz](http://www.bezpecnost.csas.cz).

~~In case of any suspicion that the security of your internet banking is jeopardized you are obliged in your own interest to immediately call the number 800 207 207 (for calls from abroad +420 956 777 956). If you notify us that your internet banking has been misused, you are obliged to allow us to perform an inspection of the device through you have accessed the internet banking; the device must be in unchanged state.~~

### **21.5 How to Proceed in Case of Misuse of Electronic Banking?**

You are obliged immediately notify any suspicion regarding misuse of your electronic banking at telephone number 800 207 207 (for calling from abroad +420 956 777 956). Since such moment, or since the moment when we notify you about our suspicion, you may not interfere into your technical device used for access to the electronic banking in any way (e.g. format disc, install new programs, uninstall programs, delete files etc.) and you are obliged such device immediately disconnect from the internet (or other network), to avoid further attacks (it may be done also by switching off the device or by removal of batteries or by disconnection from power supply). In case of such suspicion we will provide you with necessary cooperation to verify such suspicion and to avoid further damage. Our experts will provide you with necessary help in this regard. If your electronic banking is misused, you are obliged to allow us to



[carry out an expert review of your technical device. If a criminal proceeding is commenced as a result of your electronic banking misuse and the Police of the Czech Republic ensures execution of an expert opinion, you are obliged to provide us with such an opinion without delay.](#)

## 22. ~~Contract Conclusion~~ **Communication** via SERVIS 24

~~22.1 Is It Also Possible to Conclude Contracts via SERVIS 24?~~ **In cases when we offer it to you, you can may** use SERVIS 24 to conclude contracts on banking services with us or on third-party financial services offered by us, to make changes, or for other communication [with us](#). For this reason you can use [services of SERVIS 24 internet banking](#) to comfortably submit a request or offer for contract conclusion or accept our offer, where applicable. ~~Where it is necessary to sign a document electronically in SERVIS 24, the following will apply: the electronic signature of the person authorised to act on behalf of Česká spořitelna is generated using data for the generation of an electronic signature on the basis of a certificate issued by the internal certification authority of our bank. You can sign electronically either using the authorisation code sent to you by us in an authorisation SMS message or using your electronic certificate.~~

~~We have agreed that electronic signatures mentioned in this article are considered to be electronic signatures referred to in the Electronic Signature Act.~~

### 22.2 **Can We Provide Information to You via SERVIS 24?**

In SERVIS 24 we can provide information including our business communications to you. If you do not wish to receive business communications in this manner, you can decline them at any time directly in SERVIS 24 or at any point of sale.

## PAYMENT SERVICES

### 23. General Rules for Cash Payments

#### 23.1 What Types of Cash Payments Do We Carry out?

Pursuant to your payment account contract, we will enable you to:

- a) ~~m~~**M**ake cash deposits at the cash-desks of our points of sale in determined currencies to accounts [maintained by us in any bank in the Czech Republic](#);
- b) ~~m~~**M**ake cash deposits [in Czech crowns](#) via our deposit ATMs [using cards issued by us](#); ~~our videobanker equipment, or our~~
- b)c) ~~m~~**M**ake deposit of coins of Czech currency through our automatic coin-counting machines;
- e)d) ~~m~~**M**ake cash withdrawals from the account at cash-desks of our points of sale in determined currencies using our form;
- d) ~~Make cash withdrawals from our ATMs or our videobanker equipment;~~
- e) ~~m~~**M**ake cash withdrawals from [our ATMs and](#) ATMs of other banks in the Czech Republic and abroad, if your card allows it;
- f) ~~m~~**M**ake cash withdrawals from the account via a card ~~at our points of sale, or, if applicable,~~ in other banks in the Czech Republic as well as abroad which are technically equipped for this service, so-called cash advance;
- g) ~~m~~**M**ake cash withdrawals from the account via a card when paying at selected shops where "Visa Cash Back" or "MasterCard/Maestro Cash Back" is displayed.

We execute cash transactions in CZK and in currencies specified in our exchange rate list. We are not obliged to execute any cash payment without verification of identity of the other party.

#### 23.2 How Should You Announce Large-Sum Withdrawals?

For your safety as well as the safety of our employees, we keep only a certain volume of cash at our points of sale. For this reason it is necessary to announce cash withdrawals which exceed a certain amount several days in advance. If you plan to withdraw a large sum of money in cash, please notify us in advance using the printed above-limit cash withdrawal notice form, via the electronic form available on our website [www.csas.cz/nadlimitnivyber](http://www.csas.cz/nadlimitnivyber), or in another manner agreed in advance. The current information on limits and periods is available from individual points of sale or from our website at [www.csas.cz/pobocky](http://www.csas.cz/pobocky). If you fail to notify us of a large-sum withdrawal, we may not have the required volume of cash available at the given moment.

If you do not notify us of a withdrawal of money in a specific foreign currency in advance, we may, in case of exceptional shortage of banknotes in this currency, offer the disbursement of the required amount or part of it in another (replacement) currency.

### 24. General Rules for Non-cash Payments

#### 24.1 On the Basis of What Payment Orders Are Non-Cash Payments Performed?

Non-cash payments are conducted on the basis of:

- a) ~~s~~**S**ingle orders:
  - ~~s~~**S**ingle payment orders in the form of individual [orders \(including foreign payments and SEPA payments\)](#) or multiple orders;
  - ~~Single foreign payment orders (including SEPA payments);~~
  - ~~s~~**S**ingle cash disbursement orders (e.g. the payee receives cash via type-B postal order);
- b) ~~s~~**S**tanding orders:
  - ~~s~~**S**tanding payment [orders \(including foreign payments and SEPA payments\)](#); ~~or~~
  - balance regulation (so-called sweep) orders;
  - ~~Standing foreign payment orders;~~
  - ~~s~~**S**tanding cash disbursement orders (e.g. the payee receives cash via a type-B postal order);
- c) ~~single orders; Direct debits;~~

- ~~s~~Single direct debits in the form of a single [order \(including SEPA direct debit\)](#) or multiple [direct debits](#) orders;
- d) ~~s~~Standing direct debit orders.

#### 24.2 What Is Consent to a Direct Debit?

On the basis of consent to a direct debit, the payee will request reimbursement (collection) of an amount from your account and we will send the amount to them. The direct debit ~~has to~~[may](#) be granted

##### a) [in case of domestic direct debit payments in Czech crowns](#)

- [directly](#) to us or;
- to the payee for whom we maintain an account and with whom we have agreed on the conditions of making collections to be credited to the payee ([we will perform such direct debit only if its performance is not in conflict with other consent to direct debit you have granted directly to us](#));- ~~if~~ you grant the direct debit to another payee or their bank and you do not notify us to this effect, the direct debit will be ineffective towards us and we will not execute the collection; ~~or~~

##### b) [in case of direct debit payments within the European Economic Area in euro \(SEPA direct debit\) – you may grant a general consent to perform SEPA direct debits for any payee \(or you may certain payees exclude\) or you may grant single consent for a specific payee.](#)

Unless we agree otherwise, all of your direct debits also have to specify the maximum amount which may be collected from your account within a predefined period of time (e.g. within a calendar month). We can inform the payee or the payee's bank about your direct debit and changes thereto.

#### 24.3 When May We Modify the Consent to a Direct Debit or a Payment Order?

In order to ensure smooth execution of payments we may, on the basis of the payee's request, execute a multiple change of the payee's account bank details as well as other payment identifiers. If you become our client in compliance with the rules ~~for payment account change of the Czech Banking Association governing the transfer of clients from one bank to another~~ (so called ~~client mobility~~[switching](#)), we may in connection with your standing orders and direct debits modify the payee's account bank details, provided we agreed on this with such payee. We will always inform you about such modification.

### 25. Payment Order Completion and Submission

#### 25.1 How Can You Complete a Payment Order?

To complete a payment order, please proceed in compliance with the rules specified in the Information on Payment Services – Private Clients available on our website at [www.csas.cz/platebnisluzby-en](http://www.csas.cz/platebnisluzby-en) or at our points of sale. Please note that we do not verify the accuracy of data provided in payment orders.

#### 25.2 How Can You Submit a Payment Order?

You can submit a payment order to us in any of the following ways:

- ~~u~~Using our form or another printed form with payment order particulars by:
  - ~~Submission~~[submission](#) at a point of sale;
  - ~~Insertion~~[insertion](#) in a collection box;
  - ~~Postal~~[postal](#) or courier delivery;
- ~~u~~Using a card at an ATM or ČS Payment ATM;
- ~~p~~Paying by card at a merchant or via the internet;
- ~~v~~[via telephone banking SERVIS 24](#)~~SERVIS 24 – internet and telephone banking services;~~
- ~~d~~[via applications of electronic banking SERVIS 24](#)~~Through videobanker;~~
- ~~i~~n another manner based on our offer which you have agreed with us.

#### 25.3 What Are the Payment Conditions for Accepting Payment Orders?

We will accept your payment order provided:

- it is specific, clear and contains all the mandatory details;
- you submit it within the required time limit;
- there is enough money on the account to cover the payment;
- the amount of the payment does not exceed the agreed upper limits;
- it complies with other legal and agreed conditions.

### 26. Security Limits for Payments and Withdrawals

The security limits for payments and withdrawals are specified in the Information of Česká spořitelna, a.s., on Payment Services – Private Clients, which is available on our website at [www.csas.cz/platebnisluzby-en](http://www.csas.cz/platebnisluzby-en) or at our points of sale.

### 27. Payment Order Approval and Cancellation

#### 27.1 How Can You Grant Your Consent to Execute Payment Transaction?

To execute a payment transaction, we need to obtain your consent in an agreed manner no later than upon the payment order delivery, unless we agree otherwise. By granting your consent, we consider your payment order authorised.

You can grant your consent to execute a payment order as follows:

- ~~i~~n writing – we will execute the payment order if the signature on the order is identical to the specimen signature. If the specimen signature is not available to us or if the signatures are not identical, we will not execute the payment order except when it is evidenced to us in another manner that it is a signature of a person who is authorised to grant consent to execute the payment order;
- ~~v~~[Via internet electronic](#) or telephone banking – by using or providing the allocated security ~~elements~~[data and/or security instruments](#) (e.g. [by entering the authorisation SMS message into the application of electronic banking.](#)

[logging into the application of electronic banking with the security elements and entering a payment order into such application, or in other way of using the security elements as specified in the respective application of electronic banking](#)). You can also use this method to express your consent to execute a payment order for which the payment order has been submitted to us in a different way than via [services of SERVIS 24](#) (e.g. initiated by or via the payee). In respect of telephone banking, your oral expression of consent or confirmation of the option in the automatic voice response system will be considered as granting your consent to execute the payment transaction. Granting consent to a payment is also your oral expression of consent if you are entering a payment for selected services via the telephone banker and you are not a user of [internet-electronic](#) or telephone banking;

c) ~~w~~When using a payment card:

- ~~b~~By entering your PIN or signing the receipt issued by the disbursement or sales point upon making the payment or by placing a contactless card over the relevant device, or a combination of these methods;
- ~~i~~n an ATM or Payment ATM by entering your PIN;
- ~~w~~When paying by card via the internet, ~~you grant your consent to the execution of the payment execution~~ by entering the required data specified on your card to the relevant website. If the payment execution also requires entry of certain generated data (3D Secure system), your consent will be expressed by the entry of the card details together with such data;
- ~~w~~When executing a payment initiated by the payee, e.g. in order to pay for services or goods ordered by you from the payee, ~~you grant your consent to reimbursement of the price, and hence to the execution of payment transaction,~~ by providing the relevant details specified on your card to the payee;

d) ~~w~~When using other contactless payment instruments (such as a contactless label, contactless chip in a mobile phone) ~~you express your consent to execute the payment transaction~~ by placing the contactless payment instrument over the relevant device and, where applicable, also by the entry of your PIN;

e) ~~i~~n case of cash withdrawal from ATM without using a payment card (if we provide this service) by entering a one-time and temporary code provided by us upon request;

f) ~~i~~n the case of direct debits, also by the granting your consent to the payee for whom we maintain an account and with whom we have agreed on the conditions of executing direct debits to be credited to the payee.;

~~g) Giving consent to the videobanker.~~

## 27.2 How Can You Cancel or Consent to a Payment Order?

You can cancel or consent to execute a payment order before we accept it in compliance with Article 28.1. The consent with a direct debit or standing order may be cancelled up to the expiry of the operating hours preceding the required date of debiting your account ([in case of SEPA direct debits you may cancel your consent in the time limits specified in the Information of Česká spořitelna, a.s., on Payment Services – Private Clients, which is available at \[www.csas.cz/platbnisluzby-en\]\(http://www.csas.cz/platbnisluzby-en\)](#)). ~~The consent with other payment, when the payment order is given by the recipient, cannot be cancelled by you after the handover of the consent to the recipient.~~ A payment order with postponed due date may not be cancelled by you upon the expiry of the operating hours immediately preceding the due date. A payment order given by you through a recipient cannot be cancelled after you hand it over to the recipient.

If we enable you to cancel a payment order even after the expiry of the relevant cancellation period, we do not guarantee that it will be always possible to cancel the payment and refund the money to you. In these cases we can charge a price pursuant to our price list and third-party fees, including our costs arising from exchange rate differences, even if it is not possible to cancel the payment.

## 27.3 Is it Possible to Refund a Previously Executed Direct Debit?

If at the time of submitting a direct debit no specific payment amount has been determined and at present the payment amount exceeds an amount that you could reasonably expect with regard to the circumstances, you can request a refund of the debited amount within the period of eight weeks from the date on which the money was debited from your account. This does not apply to cases of unexpected changes in exchange rates, if a reference exchange rate has been applied as agreed.

Nevertheless, you do not have this right if you grant your consent to the payment directly and at the same time the information on the exact payment amount has been provided to you by our bank or by the payee or made accessible in an agreed manner for at least four weeks before the payment order was accepted.

If you request a refund of an amount you have approved, we can require any information and documents about compliance with the conditions for refunding the payment from you. We will refund the required amount or decline the refund and inform you of the reasons for rejection within 10 business days of receiving the request. [In case of SEPA direct debit we will always refund the respective amount to you.](#)

If you are the recipient of the collected amount, we may request from you information and documents necessary for assessing compliance with the conditions for refunding the payer. If the conditions for the refund amount are met, we can debit the relevant sum from your account in order to refund it to the payer. If it is not possible to do so because of a lack of money on your account, we can ask you to provide the missing money within a reasonable period. After the expiry of this period we will debit the money from your account, even if a non-permitted negative balance arises (non-permitted overdraft). [We may charge such debt with the respective interest rate and in addition to it we may also charge other payments regarding your delay according to Article 7.3. The interest rate as well as other payments is specified in our price list.](#) ~~This would then be subject to interest as per our price list available at [www.csas.cz/cenik-en](http://www.csas.cz/cenik-en). In the case of a non-permitted overdraft, we can also charge a contractual penalty as specified in our price list.~~

## 28. Payment Execution

### 28.1 When Do We Consider a Payment Order Accepted?

You can deliver payment orders to us within our operating hours on business days. For the definition of business days and operating hours please refer to the Information of Česká spořitelna, a.s., on Payment Services – Private Clients, which is available on our website at [www.csas.cz/platbnisluzby-en](http://www.csas.cz/platbnisluzby-en) or at our points of sale. If you submit the payment

order outside our operating hours, we will accept it for processing at the beginning of the operating hours on the next business day.

A payment order is usually considered accepted at the moment when we receive it during the operating hours. If we are to execute the payment order only after certain conditions are met or at the end of a specific period (deferred due date of the payment order), we will consider the payment order accepted only at that time.

If we receive a payment order and there is not enough money on the account at that time, we will consider the payment order accepted only at the time when the necessary money is on the account. If, however, the money is not available within the end of the period for repeated posting referred to in Article 29.3, we will decline the payment order.

### **28.2 How Long Is the Execution Time for Payment?**

The execution time for your payment orders begins at the time the order is accepted. The execution time is defined in the Information of Česká spořitelna, a.s., on Payment Services – Private Clients, which is available on our website at [www.csas.cz/platebnisluzby-en](http://www.csas.cz/platebnisluzby-en) or at our points of sale.

The swiftness of payment execution is influenced also by public holidays in the Czech Republic or abroad as well as by the method of submission. The final crediting of the payment to the payee's account also depends on the periods for processing and on the operating hours of the payee's bank. Information on the execution of a payment order will be displayed on your account no later than on the following business day.

We may accept for you a payment sent from card to card (P2P payment). If we accept such payment, we will credit your account within 30 minutes.

### **28.3 Can Foreign-Currency Payments from Abroad Be Delayed in the Czech Republic?**

In respect of incoming foreign payments we check the completeness of the payer's data. If the payer's data in the payment order are incomplete, the payment may be delayed because of the need to identify additional details or return the payment to the foreign payment service provider. This delay is not included in the period regarding payment execution.

### **28.4 What Can We Deduct from the Transferred Amount?**

We can deduct our price for executing the payment from the transferred amount, even before it is credited to your account.

### **28.5 How Do We Inform You about Executed Payments?**

Information about executed payments will be provided on account statements which you have arranged for the relevant account. Upon request we will provide information on executed payments for the previous calendar month free of charge at any point of sale.

## **29. Payment Order Rejection**

### **29.1 When Do We Have to Decline the Execution of Your Payment Order?**

In the event that any of the conditions for executing your payment order defined in Article 25.3 have not been met, we have to decline the execution of the order. If you submit a multiple payment order but it is not possible to execute all of the items because of lack of money, we will execute only part of the multiple payment order and we may determine the sequence of the individual payments, and decline the remaining ones. We may proceed in the same way if we receive more than one payment order with the same acceptance point of time.

### **29.2 How Will You Obtain Information on Payment Order Rejections?**

The information on rejection of a payment order in CZK within the Czech Republic will be sent to you in cases and in ways stipulated in the contract on the account; otherwise, you will learn about the non-execution of an order from your account statement.

You can also find out the information as follows:

- a) ~~a~~At our point of sale if you have inserted the order in the collection box or, submitted it at a point of sale (in these cases we also send you a written announcement, if mutually agreed, however such announcement is not sent by us in case of non-execution of the payment due to insufficient funds on the account or in case of exceeding the agreed limits);
- b) ~~a~~At our point of sale if you have submitted the order via ATM or ČS Payment ATM;
- c) ~~b~~By telephone at 956 777 956, if you have entered the order via [telephone banking](#) SERVIS 24;
- d) ~~t~~Through checking individually in [electronic banking](#) SERVIS 24 or another similar service;
- e) ~~b~~By another individually arranged method.

We will inform you ~~of on~~a rejection of a foreign-currency order or foreign order ~~also by means of a notice on payment non-execution, which will be provided to you~~ as follows:

- a) ~~through SMS or e-mail message, if you have specified the mobile telephone number or the e-mail address in the payment order, or if these data are recorded for your account;~~
- b) ~~In the case of a payment order submitted at our point of sale, in other cases~~ we will send ~~the a written~~ notice to the agreed address; if you have not specified any address, we will send it to any of the addresses recorded for the account. If you have arranged for a personal collection of notifications or statements at the point of sale, we will give you the notice at your next visit. ~~If you specify a mobile phone number or an e-mail address in the payment order, we can inform you about the non-execution of the payment also via an SMS or e-mail message;~~
- b) ~~i~~n case of orders submitted via [electronic banking](#) SERVIS 24 we will send the notice in the form which you have selected during the order entry. At the same time you can view it at any time in the list of notices.

### 29.3 How Do We Perform Repeated Posting of Payment Orders in the Case of a Lack of Money?

If you enter a payment order in CZK to accounts in Czech banks, but on the due date there is not enough money on your account we will perform repeated posting of the payment or direct debit order as follows:

- a) for orders and direct debit payments from a personal, sporogiro or similar account, the repetition is carried out on the three subsequent business days after the due date. SIPO payments have only one repetition on the 20<sup>th</sup>–22<sup>nd</sup> day in the month, depending on the business days. No repeated posting is carried out for direct debit payments where the payer's account is a collection account maintained by our bank.
- b) for orders from a current account, the repetition is performed several times on the due date.
- c) for direct debit payments from a current account the repetition is conducted on the three subsequent business days following the receipt of the direct debit request.

If you enter a payment order to be sent abroad and in foreign currencies within the Czech Republic, but there is not enough money on your account on the due date, we will carry out repeated posting several times on the due date.

In the case of repeated posting of a payment we will execute your order with the due date on the date of processing. Should currency conversion be necessary, we will use the exchange rate valid at the time of processing. After the expiry of the agreed timeline we will no longer execute the payment order, but you can enter it again. Repeated posting is not conducted for payment orders executed by cards at points of sale, which means that if the card payment in the shop is not immediately successful; the amount will not be debited from the account later.

## 30. Incorrectly Performed or Non-Authorised Payments

### 30.1 Who Is Responsible for Incorrectly Executed Payments?

If a payment from your account has not been credited to the payee's bank account properly and in time, we will ensure it is executed properly and will adjust your account as if we conducted the payment properly and in time. Before such additional payment is credited to the payee's bank account, you can cancel it and we will adjust your payment account to the original balance.

If we receive a payment to your account and we fail to credit it to the account properly and in time, we will ensure it is executed properly and will adjust your account as if we credited the payment properly and in time.

If you are the recipient of a collected amount, we are responsible for the proper and timely hand-over of the order for its execution to the payer's bank. If you are a direct debit payer, we are responsible for the proper and timely execution of the payment provided that we receive the payment order from the payee's bank properly and in time.

### 30.2 Who Is Responsible for an Unauthorised Payment?

If a payment is executed without your consent, we will refund the money to your account or in cash as soon as possible after you report the unauthorised payment to us.

We are not obliged to refund the full or partial amount of the payment if:

- a) ~~the~~ the loss has been incurred by using your lost or stolen payment instrument or abuse thereof, and protection of its unique security elements has not been safeguarded on your part; in this case you are liable for losses up to the amount equal to EUR 150;
- b) ~~the~~ the loss has been incurred by your or your authorised representative's use of the payment instrument in breach of the obligation to use the payment instrument in compliance with the agreed conditions, particularly the obligation to adopt any adequate measures to protect the unique security elements or the obligation to report the loss, theft, abuse or unauthorised use to us without unnecessary delay, with such breach being intentional or arising from gross negligence; in this case you will be fully responsible for the lost amount. [Unintentional breach of security rules for usage of payment instruments set out especially in Article 18. and 21. is a breach of duty to use the payment instrument in compliance with the agreed conditions due to gross negligence.](#)

Nevertheless, we will compensate the loss to you even in the aforementioned cases if the loss of money has been incurred after the loss, theft, abuse or unauthorised use of your payment instrument has been reported to us or if we failed to provide you with adequate means for reporting such a loss, theft, abuse or unauthorised use of the payment instrument.

Should, however, the loss be incurred through fraudulent conduct by you, you will always be fully responsible for the loss.

### 30.3 How Can You File a Complaint concerning an Incorrect or Unauthorised Payment?

A complaint concerning an unauthorised or incorrectly executed payment should be filed as soon as you become aware of it, however, at least within 13 months of the date of debiting the money from your account. After this time, our obligations stipulated by Articles 30.1 and 30.2 of these General Business Terms and Conditions may become extinct.

When filing a complaint, it is necessary that you provide us with any cooperation and that you present the available documents associated with the disputed payment.

Regardless of whether we are responsible for the incorrectly executed payment or not, we will do our best to find the payment if your request us to do so. We will inform you about the result of our investigation.

### 30.4 What if You Specify an Incorrect Account Number or Bank Code?

The payee's payment account and the identification code of the payee's bank are the unique identifiers of the payee. If you specify an incorrect unique identifier of the payee, we will not be responsible for the given payment, which applies also to those cases when you also specify other payee details. Despite this we will do our best to have your money refunded. As this situation did not involve an error on our part, we can charge a price for the refund according to our

current price list. Payments which are sent to a non-existent account number are usually automatically refunded to your account.

### 30.5 What Is Corrective Clearing?

If we do not execute your payment order in CZK within the Czech Republic in the correct amount or to the correct account, we are obliged to correct our error by means of so-called corrective clearing and to adjust the clearing to be consistent with your order.

## FINAL NOTE

### ~~31.1 How Is Your Money Insured?~~

~~Your money in CZK as well as in foreign currencies, including interest on your personal, sporogiro, current, savings, deposit or term deposit account, passbooks maintained in one's name and other deposits maintained in one's name, is insured by law. This insurance is preconditioned by you, as the depositors, being properly identified, i.e. your name, surname, birth number (or date of birth, if birth number has not been allocated) have to be specified.~~

~~Our bank participates in the deposit insurance system operated by the Deposit Insurance Fund (Fond pojištění vkladů). Should we fail to be able to disburse your money to you, the Deposit Insurance Fund will disburse compensation of your insured deposits to you at appointed points of disbursement. The amount of compensation does not exceed an amount equal to EUR 100,000 per one authorised person for all of his/her deposits within a single bank.~~

~~For the purposes of calculating the compensation, all the insured receivables from your deposits will be added up, including your shares in accounts maintained for two or more owners, including interest. The calculation and payout of compensation shall be made in CZK on the date of payment commencement; conversion to CZK shall be conducted according to the foreign exchange market rate published by the Czech National Bank on the date on which the Deposit Insurance Fund has received notification of the bank's inability to fulfil its liabilities.~~

### **31.1.2 When Do These Business Terms and Conditions Take Effect and What is the Governing Law?**

Since 1 January 2014 these Business Terms and Conditions replace the General Business Terms and Conditions of Česká spořitelna, a.s. of July 15 2002, as amended, and the Announcement of Česká spořitelna, a.s., on Payment Services and Accounts - Private clients, in relation to clients who are consumers. This wording of the Business Terms and Conditions comes into effect on 1 July 2016~~1 January 2015~~.

In connection with contracts on our services concluded prior to 1 January 2014 and to which these Business Terms and Conditions apply, we agreed that the rights and obligations implied by such contracts have been governed by Act No 89/2012 Coll., the Civil Code, from 1 January 2014. In case of a contract regarding which earlier business terms and conditions have not been terminated, these Business Terms and Conditions replace Business Terms and Conditions of Česká spořitelna, a. s. for Direct Banking, Business Terms and Conditions for Service SERVIS 24 – START, Business Terms and Conditions for Use of Higher Type of Security, General Business Terms and Conditions for Deposits Maintenance on Passbooks, Business Terms and Conditions of Česká spořitelna, a.s. for Issuing and Using Debit and Prepaid Cards. Contracts to which these Business Terms and Conditions apply are governed by the laws of the Czech Republic and lawsuits arising from them shall be decided by the common courts of the Czech Republic.

*Should you have any questions, we will be happy to help you through our info line at 800 207 207 (+420 956 777 956 when calling from abroad) or at any of our points of sale.*

## Information about the Bank

### **Česká spořitelna, a.s.**

registered office at Prague 4, Olbrachtova 1929/62, PCN: 140 00, incorporated in the Commercial Register of the Municipal Court in Prague, Section B, File 1171  
ID: 45244782  
VAT No: CZ 699001261

### **Contact information:**

Bank information line: 800 207 207;  
for calls from abroad +420 956 777 956  
E-mail: csas@csas.cz,  
Website: www.csas.cz, www.ersteprivatebanking.cz, www.erstepremier.cz

### **Ombudsman of the Česká spořitelna Finance Group:**

Olbrachtova 1929/62, 140 00 Prague 4, ombudsman@csas.cz, tel. 956 717 718

Bank code for the payment system: 0800  
Bank BIC/SWIFT code: GIBACZPX  
Telex: 121010 spdb c, 121624 spdb c, 121605 spdb c  
Reuters: SPOPSp.PR

**Supervisory body:**

Czech National Bank, registered office at Na Příkopě 28, 115 03 Prague 1

**Main line of business:**

Provision of banking services based on the banking licence according to the Bank Act No. 21/1992 Coll. which also contains authorisation to provide investment services according to the Business Activities on the Capital Market Act No. 256/2004 Coll.