

GENERAL BUSINESS TERMS AND CONDITIONS

1. INTRODUCTION

1.1. Scope and changes in general business terms and conditions

These terms and conditions (hereinafter the "Terms") stipulate the basic rules of any contractual obligations between the Bank and the Client incurred in connection with Banking Services.

- 1.1.1. In addition to the Terms, single contractual obligations incurred in connection with Banking Services are also governed by product terms and conditions issued by the Bank (hereinafter the "Conditions"), which contain specific rules for particular types or groups of Banking Services, Pricelists governing Fees for Bank services in relation to individual Bank services or their groups (hereinafter the "Price List") and specific arrangements contained in the Contractual document. Interest rates are published by the Bank in Notice of interest rates. Exchange rates are announced and published by the Bank in Exchange rate list.
- 1.1.2. The Bank shall notify the Client of any change of the Terms at least two months before the date on which the change shall take effect, in writing or via direct banking services. If the Client does not reject the change to the date of its effectiveness, it stands that he agreed with the change. The Bank shall notify the Client of this consequence in the notice of change.
- 1.1.3. **Interpretation and definitions**
- 1.1.4. To the extent to which (i) the Conditions differ from the Terms, the Conditions shall prevail; (ii) the Agreement differs from the Conditions, Pricelists or the Terms, the Agreement shall prevail.
- 1.1.5. The capitalized terms used in these Terms shall have the meaning set out in Article 19 below, unless hereof set otherwise.

2. CONTRACTUAL RELATIONSHIP

2.1. Conclusion and modification of agreement

- 2.1.1. The Bank and the Client shall enter into a contractual relationship upon the conclusion of Agreement. Unless specified otherwise, the Agreement is concluded for an indefinite period.
- 2.1.2. The Agreement is concluded in writing, either in paper form or using means of distance communication, especially through Direct banking. The Agreement and its amendment must be in writing only if so stipulated by general law or when expressly agreed in the Agreement.
- 2.1.3. If the Agreement is concluded in writing and its draft is submitted by the Bank, then the Agreement becomes effective upon delivery of the draft Agreement signed by the Client to the Bank; if the Agreement is concluded using the means of distance communication, then the Agreement becomes effective upon receipt of the Client's consent with the draft Agreement by the Bank. The Bank shall notify the Client upon receipt of such consent in appropriate manner. If the proposal for concluding an Agreement is submitted by the Client, then the previous sentence applies appropriately.
- 2.1.4. If the Agreement is concluded otherwise than in writing, than the draft Agreement is submitted by the Client in the form of requests for certain Banking services; the Agreement becomes effective upon notification of request approval sent by the Bank to the Client. Notification of request approval is also regarded as any other act, which states that Banking services referred to in the application are available to the Client.
- 2.1.5. Unless later effective date specified in the Agreement, it is effective on the date of its conclusion.
- 2.1.6. The mediators, couriers or other third parties, whose services are used by the Bank in connection with the conclusion of an Agreement, are not fundamentally entitled to act on behalf of the Bank, hence to receive any mail or notifications, unless expressly authorized in writing by the Bank.

2.2. Termination of Agreement

- 2.2.1. The Agreement expires at the end of the period for which it was agreed (if it has not been concluded for an indefinite period), upon agreement between the Bank and the Client, upon termination or resignation, unless in the Agreement set otherwise.
- 2.2.2. Client and the Bank are entitled to terminate the Agreement without giving any reason. The notice period shall commence from the date of delivery of notice to other party and, unless specified otherwise, it shall expire within one (1) month from the date of its delivery to other party. The Client is also entitled to terminate the Agreement without giving any reason in accordance with the rules of the Czech Banking Association governing the transition of Clients from one bank to another (mobility client code).
- 2.2.3. If this possibility is explicitly excluded in the Agreement, the Bank is entitled to withdraw from the Agreement in case of occurrence of any of stated Breaches.
- 2.2.4. If the Agreement was concluded using means of distance communication (i.e., primarily through direct banking services), the Client is entitled to withdraw from the Agreement without giving any reason within 14 days of its conclusion; if the Client was not provided with pre-contractual information to the extent required by Civil Code before signing the Agreement, then within 14 days from the day on which this information was subsequently provided by the Bank.
- 2.2.5. The Bank is entitled to withdraw from the Agreement also in cases where in the time between the conclusion of the Agreement and the time when the Agreement is to be fulfilled, there are substantial changes in circumstances that were relevant to the negotiation of the Agreement and its contents, in an event which would otherwise be a circumstance for the exclusion of Bank's liability.
- 2.2.6. By withdrawal from the Agreement, specifically upon receipt of the notice of withdrawal or at a later time specified in the notice of withdrawal, the given Agreement expires. Outstanding claims related to the Agreement shall become due and payable the first Business day following receipt of notice of withdrawal to the other contracting party.
- 2.2.7. Unless agreed otherwise, the Bank and the Client without undue delay after termination of the contractual relationship must settle their obligations existing at the date of Agreement termination, in particular to pay all amounts due, including unpaid

loans. The provisions of § 351 paragraph 2 of the Commercial Code shall not apply. The Bank in such case returns the relative amount of price, charge or other payment for Banking services, only if so expressly stipulated by general law or the Agreement. After the Agreement termination, the Client shall return to the Bank, within the deadlines set by the Bank, all assigned objects, credit cards, unused checks, checkbooks and other forms provided by the Bank or a third party in connection with the provision of Banking services.

2.3. Dependence of contractual agreements

2.3.1. Some Agreement (dependent Agreement) can be arranged as a dependent on another Agreement (main Agreement) and holds good that a condition for commencement of dependent Agreement is conclusion of a main Agreement and, termination of a main Agreement is a cause of extinction of dependent Agreement.

2.4. Assignment of Receivables

2.4.1. The Client shall not be entitled to assign of his receivables from the Bank, including receivables under the Agreement, without the express prior written consent of the Bank.

3. BANK SECRECY ACT, PERSONAL DATA PROTECTION AND CLIENT CONSENTS

- 3.1.** All Banking services are subject to banking secrecy in accordance with general laws. Information to be characteristic of banking secrecy, the Bank provides to third parties without the consent of the Client only if and to the extent determined by general laws. Client agrees that the Bank is authorized to provide information on the amount of the secured claims of the Bank to persons who provide security of such claims.
- 3.2.** The Bank is in line with general legislation required for the provision of Banking services to gather and process information about Clients, including personal data. The Bank will work with the information provided in compliance with laws and other general laws binding on the Bank and as an administrator of the Client's personal data will store and process the personal data in accordance with the Consent received from the Client. The Bank will maintain the confidential nature of the information even after termination of the contractual relationship between the Bank and the Client.
- 3.3.** Client agrees that the Bank verify the information obtained about the Client, especially in the courts, state authorities or the Client's employer, if maintained confidentiality of information provided.
- 3.4.** If the Client refuses to provide the Bank with information which the Bank is obliged to gather about the Client in accordance with the general legal regulations, the Bank is entitled to refuse the provision of Banking services to the Client.
- 3.5. Client consent to the collection and processing of personal data (LPDP – the Law on Personal Data Protection)**
- 3.5.1. Client signing the Agreement granted the Bank (hereinafter the "Administrator") with consent to the collection and processing of personal data, including the use of personal identification number and other data relating to his person (hereinafter the "Consent") which he communicated or which are to be acquired by another way in terms of LPDP, in accordance with the Act 21/1992 Coll. on banks (hereinafter the "Act on Banks") and Act No. 513/1991 Coll. Commercial Code, all as amended, for the following purposes:
- To which the Client has given explicit consent
 - To ensure protection of rights and legally protected interests of the Bank;
 - For purposes connected with banking and business services;
 - For the performance of the Bank's legal obligations arising from special regulations;
 - For internal purposes, particularly for the analysis and assessment of potential risks, operational management, strategic planning, and
 - To be informed about new products and services.
- 3.5.2. Client's Personal data are processed for the period of:
- Four years from the granting of such personal details for the negotiation of a contractual relationship with the Bank, or
 - For the duration of the contractual relationship to four years from the termination of the contractual relationship with the Bank, if not for a particular purpose by the applicable law or this agreement set otherwise.
- 3.5.3. Client's Personal data are processed to the extent that they were provided in relation to:
- Application for a contractual or other legal relationship or otherwise assembled by Administrator and processing them is in accordance with applicable laws and regulations, or
 - Any contractual or other legal relationship established between a natural person, if necessary, legal entity for which the person signing this Consent acts, and the Administrator;
- 3.5.4. Personal data are processed directly by the Administrator or other specialized external subject, both in the Czech Republic and abroad (e.g. a person commissioned by the Bank for the performance of their contractual or statutory obligations, including the realization of the rights of contractual relationships with Clients, or a person with whom the Bank deals on the assignment of receivables from Clients or the assumption of liabilities of the Bank to the Client or the person with whom the Bank acts in connection with the provision of Banking products to Clients which also provides sufficient and credible assurances about the technical and organizational security of personal data protection. Processing takes place in technically and physically secure electronic information systems.
- 3.5.5. List of persons with whom the Bank deals in connection with the provision of Banking services to Clients, always stating the proper purpose for the transfer and processing of personal data, as well as change of such a list, the Bank publishes through its Branches and Home page. Liability of the Bank to Clients in connection with the processing of personal data by third parties referred to in this document is not affected. Personal information may be disclosed under certain conditions to state institutions (courts, police, notaries, tax offices, etc., in the exercise of their statutory powers), or the Administrator may provide such an information directly to other Banks within the range stipulated by a special law, or through third parties set up for management of client registers.

- 3.5.6. The Client also declares that:
- (i) Is hereby properly and timely informed, that the Bank collects, processes and verifies his or her personal data to the extent and purposes, as mentioned above, as well as the fact that these data may be disclosed to third parties listed above;
 - (ii) Is aware that providing their personal data is voluntary
 - (iii) and is hereby informed of his right of access (for a fee listed on the website of the Bank) to their personal data collected by the Bank, as well as other rights provided for in § 21.

3.6. Banking and Non-Banking Registry of Client Information (BRKI A NRKI)

- 3.6.1. The Client in connection with the conclusion of the Agreement grants the Bank with consent to gather, process and keep personal data, including personal identification number, in a way, in the extent and under the conditions specified in the Information Memorandum of Banking Registry of Client Information (BRCI) and Non-Banking Registry of Client Information (NRKI) and to send queries to the appropriate credit register and verify the creditworthiness of the Client, or verify the correctness or accuracy of the information provided by the Client in connection with a contractual relationship with the Bank.
- 3.6.2. The purpose of processing Client's personal data pursuant to this Consent is to ensure the mutual information of authorized users of the Banking registry of client information (hereinafter the "BRCI") and Non-Banking Client Information Register (hereinafter "NRKI") on the Client's creditworthiness, credibility and payment morale and allow (and even repeated) assessment of Client creditworthiness, credibility and payment morale by authorized users of BRCI and NRKI. The method, extent and conditions of mutual information to authorized users BRCI and NRKI are listed in the Information Memorandum.
- 3.6.3. The Client grants this Consent for a period of 4 years. If there has been or will be an Agreement concluded between the Client and the Bank, the Client grants this Consent to its duration and for a further 4 years after meeting all its financial obligations from the concluded Agreement, if these obligations will be met or in a way replacing their fulfillment, respectively from the termination of an Agreement, if the financial obligations from the Agreement expire otherwise.
- 3.6.4. Before signing this Consent, the Client acquainted himself with the Information Memorandum, which includes advice on his rights in relation to the processing of personal data in the BRCI and for the purposes of mutual information to users of BRCI and / or NRKI on the creditworthiness, credibility and payment morale of their clients. Before signing this Consent, the Client was also informed that the current wording of the Information Memorandum can be obtained at any time in the Client Centre of BRCI (www.cbcb.cz, e-mail: klient@cbcb.cz, tel 222 811 055) or on the Bank's Homepage (www.equabank.cz). Article 3.5.6.above in relation to credit registers shall apply adequately.

3.7. Association for the protection of leases and loans to consumers (SOLUS)

- 3.7.1. The Bank is authorized to gather process and keep personal data of the Client, to the extent specified in the Advice on SOLUS registry (also called "Advice"). The Bank is authorized to provide personal data for further processing to SOLUS, to the association of legal entities, registration No. 69346925 (also referred to as "SOLUS"), which is the administrator of "SOLUS Positive registry" (also referred to as "Positive registry") and FO SOLUS registry (also referred to as "FO registry") and the ID SOLUS registry (also referred to as "ID registry") for further collection, processing and storage in the Positive registry, FO registry and ID registry. SOLUS is authorized to use the services of processors for data processing. The Bank is entitled to obtain information about the Client's credibility, payment morale and creditworthiness from the Positive registry, FO registry and ID registry.
- 3.7.2. The Bank and "SOLUS" are entitled to process Client's personal data contained in the insolvency register maintained under the Act No. 182/2006 Coll. Insolvency Act, as amended; SOLUS when processing personal data of Clients is entitled to use the services of processors and thus processed personal data including personal identification number make accessible directly or through the processor to its members, solely for the above purposes.
- 3.7.3. SOLUS is authorized to create an information file of the Client's personal data from all member companies, possibly also together with other publicly available personal data of the Client (e.g. personal data of the Client contained in Insolvency Registry), and within this information file of the Client's personal data may perform statistical evaluations of creditworthiness and credibility.
- 3.7.4. SOLUS is entitled to make personal data of the Client (in the form of an information file including information on statistical evaluations of Client's creditworthiness and credibility) accessible in form of on-line queries to all authorized users (members of SOLUS) Positive Registry, FO Registry and ID registry, including the Bank, always to the extent and under the conditions specified for each of these registry in the Advice.
- 3.7.5. Client grants this consent for a period of 6 months. If an Agreement is concluded with the Bank within this period, the Consent is granted for its duration and for 3 more years from meeting all its obligations to the Bank.
- 3.7.6. The Client expressly declares that before signing this Consent he had the opportunity to get acquainted in detail with the Advice, whose contents are: (i) an explanation of the term information file, separately for the Positive registry, FO Registry and ID Registry, (ii) the definition of other personal data of the Client that may arise during processing, (iii) a description of the operation of Positive Registry, FO Registry and ID Registry, (iv) the identification of subjects or persons who may have access to his personal data for processing and (v) instruction on the rights of the Client (§ 11 § 12 of the Act on Personal Data Protection No. 101/2000 Coll.) and claims (§ 21 of Act No. 101/2000 Coll.) related to the processing of personal data within the SOLUS Positive Registry.
- 3.7.7. Client further confirms that he was given access to and provided with the current version of the Advice on the Bank's Home page and SOLUS information line 840 140 120 and on www.solus.cz

3.8. Withdrawal of consent

- 3.8.1. The Client is entitled to withdraw given consents at any time by written withdrawal provably delivered to the address of the Bank, provided on the Home page or by personal delivery of a written withdrawal to the Bank's Point of sale.
- 3.8.2. Provision of Client's personal data to the Administrator is voluntary, but due to the fact that the Administrator is required to provide and process Client's personal data for purposes of banking business and its realization without undue legal and material risks to the Bank, their provision is a necessary condition for closing a business deal or a provision of Banking

services. Client acknowledges that any withdrawal of consent in this document may prevent the Bank to provide some of the Banking Services and can be considered a breach of commitments or obligations of the Client to the Bank in connection with a Banking service.

4.	BANK'S LIABILITY
4.1.	The Bank is liable to the Client for any damage he suffers as a result of breach of obligations of the Bank deriving from the general law or under contract with the Client, subject to the situations described further herein.
4.2.	If the Client with their actions contributed to damage occurred (e.g. breach of its obligations under the Agreement), the Bank is not responsible for damage to the extent to which the client is involved in its cause.
4.3.	If the Bank fulfills its contractual obligations in accordance with Client's instruction so that it passes a particular order received from the Client to any third party acting in its own name, the Bank is responsible to the Client for damage incurred in connection with activities of such third party, unless when selecting the third party it acted with due diligence; if the choice of a third party was made by the Client, the Bank shall not be responsible at all.
4.4.	The Bank's liability for damages shall not arise, if it occurred as a result of circumstances excluding liability under § 374 of the Commercial Code, and the circumstance excluding liability is also regarded as unexpected development in financial markets, a defect means of distance communication used by the Client or the Bank (e.g. defect Internet connection or software) and the failure of any other technical means, where the Bank is not at fault.
4.5.	The Bank is entitled to refuse the Banking services in the event that it could be a conflict of interest between the Bank and the Client or between different Clients, breach of legal obligation of the Bank to act cautiously or other violation of common law.
4.6.	The Bank is authorized to postpone the implementation of Banking services for the period necessary to verify the data and facts stated in the documents submitted by the Client in this context.
5.	CLIENT ACTIONS, REPRESENTATION, SIGNING
5.1.	The Client in relation to the Bank acts himself or through a Representative.
5.2.	The Representative is obliged to prove their authority to act for the Client by presenting the original power of attorney with notarized signature of the Client, certificate of incorporation or other public register or other similar foreign register, proof of the existence of legal entity, judicial decision or other document which the Bank considers sufficient; it also applies in relation to the Client's husband.
5.3.	Power of Attorney for the purpose of acting for the Client to the Bank must be individual, written, sufficiently specific and personally signed by the Client. Signature of Client or persons acting on its behalf should be officially validated by power of attorney or other usual means (e.g. by a Bank employee when discussing Banking services). If the power of attorney does not meet these requirements, or if the Bank doubts the existence, authenticity or validity of the power of attorney, the Bank shall be entitled to reject it.
5.4.	If the Representative demonstrated to the Bank its authority to represent the Client, the Bank shall release any of its obligations towards the Client also by fulfillment to the Representative on the Client's account, if it is a fulfillment of the scope of his authority; in doubt, it is considered that the mandate applies to all Banking services.
5.5.	The Client is entitled to the authority of the Representative at any time revoke or change, of such step the Client shall immediately inform the Bank in written notice. Revoke or change of the scope of power of attorney to the Bank is effective at the time when such a change reliably learns
5.6.	If an Agreement is concluded between the Bank and, on the Client's or provider's part, more people and unless in the Agreement stated otherwise, these persons are entitled to and bound by the Agreement, jointly and severally. In this case, the Bank shall release from its obligation to also provide fulfillment, if the fulfillment is provided in its entirety by any of these people, even if it is a fulfillment, which is divisible; this applies also in relation to any obligation of the Bank (e.g. IOs). Together obliged undertake to inform each other without undue delay of all facts essential to the contractual relationship with the Bank. The Bank may always require that the signature of the Client or his Representative, which was not made in presence of the Bank employee, was officially certified.
5.7.	If the Bank concludes with the Client an Agreement by means of distance communication, the Client expresses his will to conclude this Agreement through the Authorization under Article 14.3 of the Terms. Client for the purposes of this way of concluding Agreements hereby expressly agree to the form of its Authentication and Authorization set out in Article 14.3 herein.
6.	COOPERATION OF THE CLIENT
6.1.	The Client or his Representative are before the conclusion of the Agreement with the Bank, and thereafter for the duration of the Agreement and at any time of the Bank's request, obliged to prove their identity (if a natural person), provide the Bank with proof of the founding and the legal existence (if legal entity), or provide additional information and documents, according to the Bank's requirements set out in particular in accordance with Act No. 253/2008 Coll., on some measures against money laundering and terrorist financing. The Bank may in particular require a valid identity card, documents certifying a business license or certificate of incorporation, but also proof of origin and source of funds or justifying the purpose and nature of transactions undertaken or planned.
6.2.	The Client is obliged to notify the Bank without undue delay of the following facts:
(a)	Any change in his name, permanent residence or in other data provided to the Bank in connection with the Agreement or any of its change, or when providing any Banking services;

- (b) the termination or change in person of Representative or any authority, which he granted and which can be applied in dealing with the Bank, this obligation also applies to the authority to act on behalf of the Client, which have not been entered in the Commercial Register, a public register or other similar foreign register;
 - (c) Any facts and changes of which can be reasonably assumed that they can have a significant impact on Banking services (e.g. loss of personal documents, means of payment, etc.);
 - (d) any change or event about which we can reasonably suppose that could adversely affect the Client's ability to fulfill its obligations to the Bank (e.g. the existence of Client's accounts payable, insolvency proceedings, enter into liquidation, etc.);
 - (e) an emerging fact which would make him the person who has, within the meaning of the Banking Law, a special relationship with the Bank.
- 6.3.** The Client must always, without undue delay, become familiar with the content of each message delivered to him by the Bank (including messages sent through Direct banking services). In the case of bank statements, credit account statements, confirmation of payments and similar messages, the Client shall check the information contained in them as to their accuracy and completeness, and identified deficiencies promptly notify the Bank. Client without undue delay notify the Bank also that it was not delivered within the usual period the account statement or other similar periodic communication.
- 6.3.1.** The Client is obliged to properly archive all forms, data carriers and means of communication, the Bank provides to him, and treat them with due care. If the Client finds an extraordinary event such as loss, theft or misuse of forms, data carriers or means of communication, or unauthorized use, is obliged to inform the Bank immediately in writing. Until the Business Day following the date on which the Bank receives from the Client such notification, the Client is liable for damages and any other consequences arising from the unauthorized use of forms, data carriers or means of communication. Any form of the Bank, the Bank will provide to the Client in electronic form, must not modify without the consent of the Bank (in addition to completing the required data in the space provided on the form).

7. MUTUAL COMMUNICATION

- 7.1.** All instructions, orders and notifications (messages) that the Client addresses to the Bank must be legible with clearly arising content. If the Bank has negotiated with Client specific requirements of certain messages, the message must have these requirements.
- 7.2.** The Client and the Bank use for mutual communication the following means of communication: mail delivered by postal service providers, personal delivery, and fax and SWIFT; the Bank also uses the services of couriers. The Client may in the Agreement with the Bank agree to use other appropriate means of communication.
- 7.3.** To the extent and manner specified in the Agreement the Bank communicates with the Client by electronic means (including telephone and SMS). In order to facilitate mutual communication, especially in relation to the provision of information concerning in particular the state of the Client's account and states of liabilities to the Client to the Bank, the Bank may request from the Client using authentication features to authenticate Client (e.g., password, electronic certificate, PIN, etc.) assigned. The Client is responsible for protecting the authentication features assigned. The Bank is not responsible for any loss or damage resulting from misuse of assigned authentication features. The Client acknowledges that unless otherwise stated in the Agreement, the communication between the Bank and the Client is not encrypted or otherwise protected against disclosure to third parties. Client acknowledges and agrees that the Bank is not responsible and assumes no liability for any damages incurred as a result of unauthorized access to electronic communications by third parties.
- 7.4.** Unless the Client and the Bank expressly agree otherwise, the communication with each other is in the Czech language. In justified cases, the Bank may agree to communicate in another language without prior agreement, but always only to the extent that the Bank may determine.
- 7.5.** The Bank may require that communications provided by the Client in a form other than writing, has been confirmed to the Bank in additional time in writing to the address specified in Article 8.2. If the Client does not send written confirmation to the Bank, the Bank might not proceed in accordance with such notice.
- 7.6.** If communication provided by the Client does not meet the requirements on its form or content stated in the Agreement, the Bank does not have to proceed in accordance with such communication and may instead turn to the Client with requests for a proper confirmation or provision of additional information; the Bank is not liable for damages resulting from the delay thus established.
- 7.7.** The Client expressly agrees that the Bank contacted him by telephone at a time from 8.00 am to 22.00 pm. The Client further agrees that the Bank is entitled to record any communications between the Bank and the Client through any technical means available. The Client also agrees that the Bank will for a reasonable period of time, but at least for the duration of any Agreement between the Client and the Bank, archive all records of communication, which the Bank performs. The Client further agrees that the Bank carried out records of communication with the Client even without prior notice. The Bank had committed to protect recorded data against misuse.

8. DELIVERY

8.1. Delivery to the Client

- 8.1.1.** The Bank shall send all notices and documents via Direct banking services or to the address of the Client provided in the Agreement (or the address subsequently notified by the Client in accordance with paragraph 8.1.2).
- 8.1.2.** The Client can agree with the Bank, that the Bank's notice and other documents may also be sent to the Client to a different address from the address specified in the Agreement. If the Client the documents at the following addresses does not take over, the Bank is entitled to use the address specified in the Agreement for the delivery or even a different address of the Client available to her.

8.1.3. In cases where it is customary, the Bank is entitled to replace the signature of persons authorized to act on behalf of the Bank by mechanical means, especially in case of a merged correspondence or in case of correspondence, which is generated by the Bank automatically (e.g., account statements, credit card statements, reminders and notices to the Client).

8.1.4. The Bank is entitled to send notices and documents to the Client also through fax, e-mail or other technical means.

8.2. Delivery to the Bank

8.2.1. The Client sends to the Bank all notices and documents by registered mail to the address of the Bank given on the Home page, or personally to the Point of sale of the Bank, unless by the Bank in the Agreement specified otherwise.

8.3. The time of delivery

8.3.1. Shipments are delivered the moment they get into the sphere of the addressee with the disposition by:

- (a) a written statement in paper form delivered through the post office (mail), unless proven or agreed otherwise, shall be deemed delivered if it is a domestic shipment the third (3rd), if it is a shipment to the European States, the tenth (10th) and if the shipment to non-European countries the fifteenth (15th) Business Day after the date of dispatch; it also applies to items that are returned as undeliverable;
- (b) written communication in paper form delivered through another messenger (courier service) or employee of the Bank, unless proven or agreed otherwise, shall be deemed delivered the moment of acceptance or unjustified rejection of the shipment; If the Client agreed on delivery through Point of Sale, then the consignment is considered delivered on time of its deposition in the Point of sale;
- (c) communication of the Bank sent in electronic form through the Direct banking services is considered to be delivered by inserting messages into the data box of the Client intended for communication under the terms of the direct banking; Communication of the Bank sent in the form of SMS or other data message is deemed received notification of their acceptance of the system or provider of communications service provider.

8.3.2. Banks communication sent by SMS or other data message is deemed to be delivered at the moment of receipt of notification of their acceptance of the system or provider of communications service provider.

8.3.3. For the purposes of communication with the Bank, the Client is obliged to provide full functionality of all the technical tools of communication, email addresses, as well as their names visibly marked in the mailing address for the whole duration of the Agreement.

9. SUBMISSION AND STORAGE OF DOCUMENTS

9.1. Where contractual document, the Terms, the Conditions, or other arrangement between the Bank and the Client requires that the Client submitted a document to the Bank, the Bank is not obliged to accept a document prepared in another than Czech language, unless in the Agreement agreed otherwise. In other cases, the Bank may require the Client when submitting a document in other than Czech language to also submit a certified translation of that document into Czech.

9.2. The Bank is also entitled to request the officially verified copy of the original document submitted to the Bank matching its original.

9.3. The Bank reserves the right to purchase in accordance with the general laws for its own needs copies of the provided documents and store these in accordance with general laws.

9.4. If the Client submits to the Bank any documents issued abroad, the Bank reserves the right to require that these documents were provided at the expense of the Client by higher authentication (super legalization) or apostil clause (under the Hague Convention Abolishing the Requirement of Legislation for Foreign Public Documents, 1961) and / or be officially translated into Czech.

9.5. Client and the Bank shall, if in doubt assume that records and documents held by the Bank and emerged in normal operation during the provision of Banking services are crucial for the determination of mutual rights and obligations and have a crucial evidentiary value; this does not apply if the Bank was clearly demonstrated their inaccuracy.

9.6. The Client hereby agrees, that the Bank may these recordings or their transcripts or records use for purposes it deems appropriate, even as evidence in proceedings against the Client or any other person.

10. SET-OFF AND LIMITATION OF RIGHTS

10.1. The Client hereby agrees that the Bank may at any time to set off its receivables from the Client, irrespective of whether they are due or not, regardless of the currency in which they are denominated and the legal relationship from which they arise, against any claims of the Client for the Bank, whether they are due or not, maintained by the Bank on any of the accounts. About this step, the Bank shall notify the Client in an appropriate manner. Unless expressly agreed otherwise, the Client is not entitled unilaterally to set off its receivables from the Bank against any of its debts to the Bank.

10.2. The Client and the Bank extend the limitation period relating to any claims arising from the Agreement, the Terms, the Conditions or other arrangement between the Client and the Bank, to a period of ten (10) years from the beginning of the limitation period; extended limitation period always refers to each individual case.

11. FEES AND EXPENSES

11.1. The Client is obliged to pay for Banking services Fees according to the Pricelist valid on the day of the provision of the Bank services, unless provided in the Price List or in the Agreement otherwise.

11.2. The Client shall pay to the Bank in addition to Fees also:
(a) Cost assessment;

- (b) All costs and expenses incurred in connection with any breach of obligation of persons other than the Bank arising from the Agreement and / or;
- (c) Any extraordinary costs and expenses reasonably incurred to the Bank in connection with Banking services and whose emergence was caused by the Client.

12. INTEREST RATES

- 12.1.** The Bank announces the actual interest rates by publishing Notice of interest rates. The Bank is entitled to change the announced interest rates depending on the development of money market and with regard to its trade policy. Change of interest rates is always effective from the date published in the Notice of interest rates with the fact that unless this Notice indicates otherwise, it replaces any prior notifications. Changes in interest rates The Bank shall notify the Client of interest rates changes in appropriate manner.
- 12.2.** If the Client is past due with a payment of any amount to the Bank, the Client shall pay debit interest in the amount provided in the Price List, otherwise in the amount under the general law.
- 12.3.** Bank's calculation of interest is based on the length of the calendar year three hundred sixty-five (365) days and the actual number of days. For selected loan Banking Services the calculation of interest is based on the length of the calendar year three hundred sixty (360) days and the actual number of days or number of days in the month thirty (30) and number of months in the year twelve (12).
- 12.4.** Unless in the Agreement stipulated otherwise, the interest is calculated by the Bank continuously with the fact that interest is paid at the end of each relevant interest period.

13. CURRENCY RATES

- 13.1.** Currency exchange rates are made available to Clients in the Exchange rate list. The exchange rate is given to the Client on the account statement. The amount and changes of exchange rates are set unilaterally by the Bank without prior notice to the Client under the situation on financial markets. For conversion of funds, unless agreed otherwise, the following rules shall apply:
- a) for conversion from foreign currency into the Czech currency, the Bank will use its spot rate "FX buy";
 - b) for conversion from the Czech currency to foreign currency, the Bank will use the its spot rate "FX sell";
 - c) For conversion from foreign currency to another (purchase or sale of foreign currency / foreign exchange), the Bank will use its spot exchange rates defined in the provisions of point. a) and b) hereof, or individual rate;
 - d) spot rate is the rate according to the Bank's exchange rate list valid at the time of payment transaction;
 - e) for the above mentioned types of conversions at higher amounts is possible to arrange with the Bank an individual rate, which is determined on the basis of current market conditions for the given currency in the financial markets where the currency is quoted.

14. DIRECT BANKING SERVICES

14.1. GENERAL PROVISIONS

- 14.1.1. Direct banking services have been established and provided under a written Agreement between the Bank and the Client.
- 14.1.2. For the use of Direct banking services the Client pays Fees according to the Price List. Fees for use of Direct banking services are charged by the Bank to the debit of current Account in CZK, or any other account of the Client if no current account in CZK has been set up.
- 14.1.3. For Direct banking services may apply only the Client.
- 14.1.4. In the event of Agreement termination, cancellation or blocking of access to Direct Banking Services of the Client, the Direct banking services will be automatically cancelled or blocked.
- 14.1.5. When providing Direct banking services, the Bank shall proceed in accordance with relevant legislation, in particular the Law on Payment Services. All matters not stipulated by the Agreement or in the Terms are governed by the provisions of this Act.

14.2. USE OD DIRECT BANKING SERVICES

- 14.2.1. Direct Banking services are available to Users 24 hours a day, 7 days a week. The Bank reserves the right to block access to the Direct banking services or modify or suspend the provision of Direct banking services for the period strictly necessary, if needed so for security or technical reasons. The Bank is also authorized to suspend the provision of Direct banking services in the event of insolvency proceedings relating to the assets of the Client, indefinitely for the duration of the insolvency proceedings.
- 14.2.2. The language used for the operation of Direct banking services is Czech or English, according to the current User's choice.
- 14.2.3. The bank uses to ensure safe access to Direct banking services in particular the verification of identity of each User through the signing of such user as a means of ensuring consistency of data. The Bank also evaluates in particular the access of each User to the Direct Banking Services. Ensuring security is described in the Principles of the safe use of Direct Banking Services.
- 14.2.4. The User is required to authorize Active operations with one-time Authorization SMS code, which is generated by the Bank upon request of the User. Authorization SMS code has limited validity in time and is bound to user-specified mobile phone number.
- 14.2.5. The User acknowledges and agrees that Authorization SMS codes are sent in a form of regular unencrypted SMS message.
- 14.2.6. The Bank is not responsible for the cases where the use of Direct Banking Services is disabled for reasons beyond the control of the Bank or its partners (for example, interruption of electricity supply, disconnection with the Bank via the public Internet network, problems at the mobile operator, strike, etc.) .

- 14.2.7. Electronic communications networks used for communication between the Bank and the Client under these Terms are not under the direct control of the Bank and the Bank is not liable for damage caused to the Client by their potential misuse. The protection of these networks and their services are obliged to provide relevant providers of electronic communications (especially in terms of Act No. 127/2005 Coll., on electronic communications, as amended).
- 14.2.8. The Bank establishes for Users a customer support which can be contacted by phone or via e-mail. The contacts are listed on the Bank's web pages www.equabank.cz
- 14.2.9. The language used within the customer support is Czech language or English, according to the current client's choice.
- 14.2.10. The Bank is obliged to ensure safe operation of the Direct banking services in accordance with the Agreement and wording of these Terms. The Bank undertakes to provide the Client with personalized security features such way that it can be used only by authorized User.
- 14.2.11. The means of communication to Direct banking services in terms of these Terms shall apply:
- The signature,
 - Personal computer meeting the minimum technical requirements specified in the Manual for Direct Banking Services and the Bank's website www.equabank.cz,
 - Mobile phone activated in the network of any operator in the Czech Republic.
- 14.2.12. The client is obliged to use direct banking services in accordance with the Agreement, Principles of safe use of Direct Banking Services and Manual for Direct Banking Services and any other instructions of the Bank. The Bank is responsible for the functionality of Direct Banking Services, subject to compliance with the Agreement, the Technical Conditions, and Manual for Direct Banking Services and any other instructions of the Bank.
- 14.2.13. The Client is obliged to continuously check whether notices of payments executions entered by means of Direct banking services are the same with the entered payment instructions, and whether they were accepted or rejected by the Bank.
- 14.2.14. The Client is obliged to immediately notify the Bank of any irregularities and defects in payment execution. Late notification may result in denial of Client's (User's) claim for an indemnity.
- 14.2.15. The client is obliged to immediately inform the Bank in case of suspicion of any programming error of Direct Banking Services, or error, loss, theft or abuse with respect to personalized security features of the Direct banking services (e.g., destruction, loss, theft of a mobile phone) and / or sending or receiving payments. Such notification shall the Client make through the Bank's Point of sale and / or through the customer support. The Bank is after any such notice entitled to prevent the use of Direct Banking Services. Client further agrees to cooperate effectively with the Bank in implementing the corrective measures proposed by the Bank.
- 14.2.16. The Bank is responsible only for the data received and confirmed by the Bank. The Bank is not liable for any damages caused by incorrect or duplicate entering of data (instructions to execute the payment transaction).
- 14.2.17. All information about the system of direct banking and Direct banking services and its use are confidential and the Client undertakes not to use these in conflict with the purpose for which it was provided.
- 14.2.18. The client is obliged to protect the personalized security features of Direct banking services (especially the client Identification number, Password for access to direct banking and SMS Authorization Code) from loss, theft or misuse.
- 14.2.19. The Client further shall take all other measures proposed by the Bank in the Principles of the safe use of Direct banking services, to avoid misuse of Direct Banking Services.
- 14.3. AUTHORIZATION AND AUTHENTICATION OF CLIENT IN IBS, MB AND TB**
- 14.3.1. Authentication is a clear verification and confirmation of the identity of the Client in IBS and TB. Authentication is different depending on whether the Client uses IBS, TB, or uses IBS at Point of sale.
- 14.3.2. For Authentication of access to IBS is required by the Bank to enter the Username and Password for access to IBS, or one-time Authorization SMS code. The Client is entitled to change the Username and Password through IBS.
- 14.3.3. For Authentication of access to TB is required by the Bank to enter a Username and Password for access to TB, or answering control questions.
- 14.3.4. For Authentication of access to MB is required by the Bank to enter a Username and Password for access to the MB.
- 14.3.5. By Authorization is meant consent of the Client with the specified operation entered in IB, MB, or TB. Client's operation and its Authorization are archived by the Bank.
- 14.3.6. Authorization in IBS is by entering the Authorization SMS and/or confirmation of the operation by pressing "Yes" / "I agree".
- 14.3.7. Authorization in TB is by entering the confirmation PIN code and / or verbal granting of the consent by the Client.
- 14.3.8. Authorization in MB is by entering the confirmation PIN code
- 14.3.9. Authorization at the Point of sale is by entering the Authorization SMS

15. PAYMENTS

15.1. Execution of payments

- 15.1.1. Bank's obligation to pay any payment to the Client is satisfied by crediting the amount to the bank account held by the Bank for the Client, unless expressly in the Agreement agreed otherwise.
- 15.1.2. Client's obligation to pay any payment to the Bank is satisfied by debiting funds in the relevant amount from a bank account held by the Bank for the Client, unless expressly in the Agreement agreed otherwise.
- 15.1.3. Unless in the Agreement agreed otherwise, applies that the Bank credits and debits the amount on the Client's account also in the days that are not Business Days. The Client is obliged to ensure that the due date the debt is to be paid by debiting of his bank account; the bank account has sufficient balance for the payment of debt.

15.2. No deductions

- 15.2.1. The Client make any payments under the Agreement in full and without any deductions (including tax), unless such deductions are required under general law. If the Client executes, due to the existence of such legal obligation any deduction,

the Client's debt increases so that the Bank has received an amount equal to the original value, thus excluding the impact of tax deductions.

- 15.2.2. All payments to be paid by the Client to the Bank under the Agreement are free of VAT. If the Bank's obligation to pay VAT arises in connection with any payment under the Agreement (including payments designed to pay the costs or damages to the Bank), the Client shall pay to the Bank together with the appropriate payment also a corresponding amount of VAT.
- 15.2.3. Bank as a taxpayer carries out tax deductions (including tax deductions on interest income from Banking services) in accordance with applicable laws and other general laws applicable in the Czech Republic, except where the relevant international treaty for the avoidance of double taxation provides otherwise.

15.3. Claims

- 15.3.1. If the Bank has more receivables to the Client, the funds that the Bank receives or collects from the Client, any third party or which the Bank receives in the proceeds from the realization of collateral, will be used to cover the receivables of the Bank to the Client in the manner and order specified by the Bank.

16. OTHER RIGHTS OF THE BANK

- 16.1.1. With regard to its legal obligation to proceed with caution when providing Banking Services, the Bank is authorized to carry out before the conclusion of the Agreement as well as any time during the contractual relationship Evaluation. The Client undertakes to provide the Bank with all the assistance, of which will be required, especially to communicate information and documents required by the Bank to disclose or otherwise provide the Bank access to necessary information and documents.
- 16.2. The provision of certain Banking services, its extent or other conditions of mutual obligations between the Bank and the Client may be subject to a certain amount of Credit income of one or more accounts held by the Bank for the Client. If this condition is not met, the Bank is entitled to limit or stop providing relevant Banking Services.
- 16.3. The client agrees that the Bank is entitled in the event of a dispute with a Client to use any records, recordings, and copies of documents issued in accordance with the Agreement as evidence.

17. Events of default and their consequences

- 17.1. Where an Event of Default, the Bank in case it decides not to use its authority to withdraw from the Agreement or prior to accede to such a step, is also entitled to:
- (a) Suspend or limit the provision of Banking Services to the Client until the removal of Event of Default and / or eliminate the consequences arising from such violation, or
- (b) Impose a Client take corrective action.
- 17.2. **Events of Default**
- (a) The Client and / or any member of the Client's Group breach its obligations under any Agreement;
- (b) The Client and / or any member of the Client's Group is in default in fulfilling any (monetary or non-monetary) commitment to the Bank or to a third party, including another member of the Client's Group;
- (c) If it appears that the declaration or guarantee of the Client and / or any member of the Client's Group to the Bank was at a time, when it was made, false, incorrect or incomplete in a material respect;
- (d) Funds provided by the Bank are or were used by the Client or a third party contrary to the purpose or manner agreed in the Agreement;
- (e) The Client and / or any member of the Client's Group failed to provide the Bank assistance in Evaluation or Control;
- (f) The Client and / or any member of the Client's Group did not establish or failed to establish required collateral or otherwise failed to complete in the Agreement agreed conditions of collateral;
- (g) The Client has not adopted Corrective Measures or has not fulfilled the obligations contained in the adopted Corrective Measures properly and on time;
- (h) The Client has not fulfilled its informational obligation which he has towards the Bank in connection with any Agreement or arrangement or with general law, or failed to prove the source of funds or the purpose of payment transactions;
- (i) as a result of negotiations of the Client and / or any member of the Client's Group the mutual trust between the Bank and the Client has been substantially undermined;
- (j) The Client and / or any member of the Client's Group is insolvent or imminent bankruptcy or were taken steps to initiate insolvency proceedings or to initiate liquidation or event occurred that would have an effect similar to the effect of any event mentioned in this article according to foreign law, if this law for the assessment of the events decisive;
- (k) The Client and / or any member of the Client's Group announced its intention to stop the fulfillment of any of its obligations or commenced negotiations with its creditor or creditors in respect of postponement of the maturity of any of its liabilities.

18. FINAL PROVISIONS

- 18.1. The Bank holds a banking license under the Banking Act, which was released by the Czech National Bank. Activities of the Bank are subject to supervision of the Czech National Bank, with its seat in Na Příkopě 28, 115 03 Prague 1
- 18.2. If the Terms or the Conditions require the Bank to publish notifications, other communications or documents, the Bank shall publish them on its Home page, unless expressly agreed in the Agreement otherwise.
- 18.3. The Bank provides Banking services in full on Business days. The Bank may take into account local practices to determine some of the other days, on which will not provide Banking services or, conversely, will provide Banking services beyond the commonly prescribed period.

- 18.4.** If the Terms, Conditions, Contractual documents or any other documents are, besides the Czech version, drawn up in another language mutation, or bilingually, the Czech version shall prevail.
- 18.5.** If any provision of the Agreement has become under the current legislation in any respect invalid, ineffective or unenforceable, it will not prejudice or affect the validity, effectiveness, enforceability or legal soundness of the remaining provisions. The Bank and the Client for these cases without undue delay undertake to replace such invalid, ineffective or unenforceable provision with valid, effective and enforceable provision that most closely matches the intent and purpose of the original provision.
- 18.6.** All information meant for the Client relating to Banking Services, including current versions of the Terms, the Conditions and Pricelists are available in public areas of Sales points, on the Home page of the Bank or other appropriate means.
- 18.7.** Legal relations relating to the provision of Banking Services are governed by laws of the Czech Republic.
- 18.8.** Any disputes arising between the Client and the Bank regarding Banking Services are resolved by the relevant courts of the Czech Republic.
- 18.9.** The Client is entitled, if there is between him and the Bank dispute arising in
- (a) the provision of payment services, or
- (b) the offering, providing or brokering of consumer credit in accordance with Act No. 145/2010 Coll. Consumer Credit refer the proposal to resolve the dispute to the Financial Arbitrator - acting under the Act on the Financial Arbitrator.
- 18.10.** The Client may refer its dispute regarding Banking services to the Czech National Bank.
- 18.11.** The Terms are effective as of 15.09.2011.

19. TERMS DEFINITION

Terms with initial capital letters have the following meanings, unless the context hereof requires otherwise

Authorization SMS code - means a set of authorization numbers, by which the User authorizes the Active transactions. Authorization SMS code is sent to User as a text SMS message to mobile phone number

Bank - means Equa bank a.s., ID: 471 16 102, with its registered office at Prague 8, Karolinská 661/4, Postal Code 186 00, registered in the Commercial Register kept by Municipal Court in Prague, section B, insert 1830

Banking services - means all banking services and products provided by the Bank to the Client.

Home Page - means the website of the Bank, i.e. www.equabank.cz.

Password - means the access code chosen by the Client, which serves, along with other security features for access to IBS, TB or MB

Password for access to Direct banking - means a set of authentication numbers / letters, which together with the Authorization SMS code forms the signature; it is a safety feature personalized of Direct banking services

Evaluation - means by the Bank provided evaluation of the Client or any member of the Client's Group in terms of ability to pay all Bank's receivables, which had arisen or may arise to the Client or to the members of Client's Group in connection with the conclusion of any Agreement, and also evaluation of the extent and value of collateral receivables from Banking services, including evaluations of such persons providing collateral in terms of their potential ability to meet its obligations of such obligation.

Client - means a natural or legal person who enters into trade negotiations with the Bank with the purpose of provision of Banking services, or the person who entered into Agreement, regardless of whether the person is in the relevant Agreement designated as a Client, or otherwise; to the avoidance of doubt applies that Client also means the municipality or county, as a legal entity (public corporation) under the general law and the state as a legal person.

Credit turnover - means the sum of the amounts attributed for each calendar month to an account held by the Bank for the Client; the calculation of the amount excludes transfers from other accounts of the Client held by the Bank, among which also fall deposit accounts, internal transfers from Bank accounts and credit interest income from the Client's accounts held with the Bank, unless the Bank provides otherwise in its decision to publish.

Exchange rates list – means an overview of the exchange rates used by the Bank, which was published on the Home page of the Bank.

Manual for Direct banking services - means a guide of the Bank to Direct Banking Services, which is available on the Home page of the Bank.

MB - means the application of the Mobile Internet Banking

Business day - means any day on which Business places are open and the settlements of intrabank or interbank transactions are made; for payments in a currency other than Czech crowns this is any day on which banks are open and settlements of foreign exchange transactions conducted in the Czech Republic and the main financial center for the currency in which payments are realized.

Business point - means a branch or other establishment of the Bank within the Czech Republic, which concludes contracts, and provides Banking services.

Civil Code - means Act No. 40/1964 Coll., The Civil Code, as amended

Commercial Code - means Act No. 513/1991 Coll. Commercial Code, as amended.

Cleaned Credit Turnover - means the sum of amounts credited to a Current Account per each calendar month, whose minimum amount is negotiated and / or Published; the calculation of the amount excludes transfers from other accounts of the Client held by the Bank, including Savings and business accounts, internal transfers between Bank accounts and credit interest income from the Client's accounts held with the Bank, cash deposits and withdrawals of the similar amount and transfers from another accounts of the Client's Group, which the Client based on its specific informational obligation communicates to the Bank or shall be in the Evaluation or Control of conditions as accounts of the Client's Group identified, unless the Bank provides otherwise in its decision to publish.

Corrective Measures - means the instruction of the Bank to the Client to adopt a measure that would eliminate or mitigate the consequences of the breach.

Notice of interest rates - is a list of interest rates applicable to the relevant banking service, which was published on the Bank's Homepage.

Written form - means a handwritten signature of acting persons on a contractual document in paper form; the written form also means an Agreement concluded at a distance, when the Bank and the Client conclude this Agreement through the Direct banking, which allow capturing the content of the legal act and determining the person who made the legal act. The Bank implements this through a secured IBS, MB and TB. The Bank designates a person of the Client through Authentication of the Client in IBS, MB and TB. The Client agrees with the conclusion of an agreement by Authorizing this Agreement in IBS, MB and TB. Authentication and Authorization rules are set out in Article 14.3 of the Terms.

Conditions (product business conditions) - means special conditions issued by the Bank for each type of products and services

Direct Banking - Direct Banking services are mainly Internet, Mobile and Phone Banking.

Fees - means charges, fees and other compensations for services provided by the Bank, whose amount and method of determination are set out in the Pricelists.

Events of Default - are facts that are the reason for withdrawal from the Agreement by the Bank pursuant to paragraph 17.2 of the Terms; product terms and conditions or Contractual document can further expand their range.

Pricelists - mean documents containing the current rates of Fees charged by the Bank in connection with the provision of Banking services.

Bank's Group – means a group of legal entities formed by Equa bank a.s., as well as all legal entities that are directly or indirectly controlled by Equa bank.

Client's Group - means a group of people consisting of persons who are controlled by the Client, who control the Client or are controlled together with the Client by third parties, and any guarantor, or a person providing other security over the client and those which are controlled by a guarantor or person providing collateral the guarantor or person providing security or control, together with the guarantor or person providing security controlled by a third person, in all cases, both directly and indirectly, and those of his client or any guarantors or persons providing close security within the meaning § 116 Civil Code or other provisions that the cited provision is replaced, and those who any of the Client or his people any guarantor or person providing close security controls.

Agreement – means agreement on the provision of actual Banking service concluded between the Bank and the Client, which provides the security claims of Banking Services entered into between the Bank and the collateral provider; reference to the Agreement means the reference content to the contractual relationship, including the provision of relevant terms and conditions Pricelists.

Distance contract - contract concluded by means of direct banking services

Contractual document - means the provision containing an adjustment of the contractual relationship, which are arranged specifically for the Agreement (i.e. are not part of the Terms, the Conditions or the Pricelist).

Consent - means voluntary consent of the Client to the collection and processing of personal data of the Client in accordance with Act No. 101/2002 Coll. , on the protection of personal data and amending some laws, granted to the Bank to provide Banking Services. On the basis of consent, the Bank is also entitled to make inquiries on the credit registers in order to verify the creditworthiness of the Client and is also authorized to inform the Client about the Banking services offered through electronic means of communication.

TB – means telephone banking

The Law on Banks - means Act No. 21/1992 Coll., on banks, as amended.

Act on the Financial Arbiter - means Act No. 229/2002 Coll., on the Financial Arbiter, as amended.

Representative - means a person who is authorized to act on behalf of the Client with the Bank to the extent specified by the Client based on the power of attorney, a general law or decision of the competent authority (statutory authority, legal representative, guardian); a person who only delivers communication signed by the Client or his Representative to the Bank is not considered to be representative.

Application - means a document containing the particulars required by the Bank, which was created by (a) completing and sending by the Client on the website, (b) the Client's telephone conversation with the Bank, possibly with an Authorized company, within which the Client provide the necessary data, (c) entering necessary data, which the Client provide to the Representative of the bank.