

## GENERAL BUSINESS TERMS AND CONDITIONS OF EQUA BANK A.S.

### 1. INTRODUCTORY PROVISIONS

#### 1.1. Scope and changes to the General Business Terms and Conditions

- 1.1.1. These General Business Terms and Conditions (hereinafter "T&C") govern the general terms of all contractual obligations between the Bank and the Client arising from the provision of Banking Services.
- 1.1.2. Besides the T&C, individual contractual obligations arising from Banking Services are also governed by the Product Terms and Conditions issued by the Bank (hereinafter "PTC"), which contain specific rules for individual product types or groups of Banking Services, by Price Lists specifying the Fees for Banking Services in relation to individual Banking Services or their types (hereinafter "Price Lists"), and by specific arrangements included in a Contractual Document. Interest rates are announced by the Bank in the Interest Rate List. Exchange rates are announced by the Bank in the Exchange Rate List.
- 1.1.3. The Bank shall communicate the Customer every Amendment to the BTC no later than two months before the day on which such Amendment shall become effective, in writing or by e-mail and through Direct Banking. The Customer shall be entitled to reject the Amendment to the BTC no later than prior to the day on which such Amendment shall become effective and to cancel the respective Agreement in writing, with immediate effect as of the day of delivery of the cancellation to the Bank. Should the Customer reject the Amendment in writing and should the Customer fail to cancel the Agreement, the Bank shall consider such rejection to be a draft agreement to terminate the Agreement as of the day preceding the day on which the Amendments shall become effective; the Bank shall terminate all services concerned by the proposed change as of such day. Should the Customer not reject the Amendment until the day on which the Amendment to the BTC shall become effective, the Amendment shall be deemed to be agreed to by him/her. The Bank shall specifically inform the Customer of such consequence in a notification of the Amendment to the BTC.
- 1.1.4. The Bank shall introduce changes to the PTC only in justified cases and within the necessary scope (e.g. legislative or regulatory changes which have an impact on the functioning of the Bank or the Client's co-operation or increasing the efficiency of procedures related to the provision of Banking Services).
- 1.1.5. The Client acknowledges and agrees that the Bank may announce changes to the T&C, PTC, Terms and Conditions of Payment Services or Price Lists made to the benefit of the Client (i.e. especially the introduction of a new Banking or Payment Service which the Client may request, reduction or cancellation of a Fee) in a manner specified in Art. 1.1.3 hereof even with a shorter notice.

#### 1.2. Interpretation and definition of terms

- 1.2.1. If any provision of the PTC differs from the T&C, the differing provision shall prevail over the wording in the T&C. If any provision of a Contractual Document differs from the PTC, Price Lists or T&C, the differing provision shall prevail over the wording in the PTC, Price Lists or T&C.
- 1.2.2. Unless indicated otherwise in these T&C, capitalised terms contained in these T&C shall have the meaning defined in chapter 19 below, in the PTC or Terms and Conditions of Payment Services.

### 2. ESTABLISHMENT AND TERMINATION OF CONTRACTUAL RELATIONSHIP

#### 2.1. Execution of Agreement

- 2.1.1. The Bank and the Client enter into their mutual contractual relationship by executing the Framework Agreement on Provision of Banking and Payment Services of Equa bank a.s. (hereinafter "Framework Agreement"). The Framework Agreement shall be governed by provisions applicable to the Agreement unless expressly stipulated otherwise in the T&C, PTC or Terms and Conditions of Payment Services. The Agreement is concluded for an indefinite term unless stipulated otherwise therein.
- 2.1.2. The Agreement shall be executed either in writing in printed form or using means of distance communication, especially through a Direct Banking service. The Agreement and its amendments must be made in writing only if so required by a general legal regulation or if expressly agreed in the Agreement.
- 2.1.3. If the Agreement is executed in writing and its draft is prepared by the Bank, the Agreement is deemed executed upon delivery of the draft Agreement signed by the Client to the Bank; if the Agreement is executed using means of distance communication, the Agreement is deemed executed when the Bank receives the Client's consent to the draft Agreement. The Bank shall inform the Client about the receipt of the consent in a suitable manner. If the draft Agreement is prepared by the Client, the previous sentence shall apply analogously.
- 2.1.4. If the Agreement is executed otherwise than in writing and unless explicitly agreed otherwise, the draft Agreement shall be presented by the Client by means of a request for a certain Banking Service; in that case, the Agreement is deemed executed when the Bank notifies the Client of approval of the request. Any other act implying that the Banking Services listed in the request are available to the Client or may be used by the Client is also deemed a notice of approval of the request.

- 2.1.5. The Agreement becomes effective on the date of its execution unless a later effective date is stipulated in the Agreement.
- 2.1.6. If the Client delivers a signed draft Agreement to the Bank or if the Bank receives the Client's consent to the draft Agreement with any additions, objections, limitations or other changes, this shall be deemed a rejection of the Bank's draft Agreement and a new draft Agreement presented by the Client, even if the addition, objection, limitation or another change in question does not imply a material change to the draft Agreement presented by the Bank. In that case, the Agreement will be executed only if this new draft Agreement is confirmed in writing and delivered to the Client by the Bank.
- 2.1.7. As a rule, brokers, couriers or other third parties whose services are used by the Bank in connection with execution of the Agreement are not authorised to act on behalf of the Bank and, consequently, to accept any deliveries or notifications on behalf of the Bank unless explicitly authorised to that effect by the Bank in writing.
- 2.1.8. The Bank also provides Banking services for individuals aged 15 until 18 (hereinafter "Minors") in the scope stipulated below.

Minors:

- i) may arrange only one current account in Czech crowns
- ii) may arrange only one current account in USD and EUR
- iii) may arrange a savings account in all variations in the Bank's current portfolio
- iv) may use only the standard, no-cost variation of the debit payment card
- v) may not arrange any products other than those listed above, in particular may not purchase loan products (including overdraft), investment products or auxiliary services, particularly insurance products

On the day upon which the Client turns 18 years old, the Bank shall make its complete portfolio of Banking services (loans, investments, insurance and other auxiliary services) available to the Client.

In the event of a discrepancy between this provision and other provisions of the Agreement, including the Product Terms and Conditions and other contractual documentation, this provision shall take precedence in relation to Minors.

## 2.2. Termination of Agreement

- 2.2.1. The Agreement terminates upon expiry of the term for which it was concluded (unless concluded for an indefinite term), based on agreement between the Bank and the Client, unilateral termination or withdrawal, unless defined otherwise in the Agreement.
- 2.2.2. Both the Client and the Bank may terminate the Agreement unilaterally without giving a reason. In that case, the notice period commences on the date of delivery of the notice to the other party and, unless a longer notice period is given in the notice, ends one month after the date of delivery of the notice to the other party.
- 2.2.3. Unless this option is expressly excluded from the Agreement, the Bank may withdraw from the Framework Agreement in case of any Event of Default.
- 2.2.4. If the Agreement was executed using means of distance communication (especially via a Direct Banking service), the Client may withdraw from the Agreement without giving a reason within fourteen days from execution of the Agreement. If the Client was not provided with information within the scope set by the Civil Code before execution of the Agreement, the Client may withdraw from the Agreement within fourteen days from the date when such information was subsequently provided to the Client by the Bank.
- 2.2.5. The Bank may also withdraw from the Agreement in case of a major change in the circumstances relevant for the execution of the Agreement and its contents occurring at a time between the execution of the Agreement and the time when the Agreement is to be performed due to an event which could otherwise be a circumstance excluding the Bank's liability. The Client and the Bank agree to disapply Sections 1764 to 1766 of the Civil Code.
- 2.2.6. The Agreement terminates in case of withdrawal upon delivery of the notice of withdrawal or at a later time set in the notice of withdrawal from the Agreement. Any outstanding claims related to the Agreement shall fall due on the first Business Day following the delivery of notice of withdrawal to the other party.
- 2.2.7. Unless agreed otherwise, the Bank and the Client are obliged to settle their mutual obligations existing on the date of termination of the Agreement without undue delay after the termination of their contractual relationship; they are obliged, in particular, to pay all amounts owed including any outstanding loans. In that case, the Bank shall refund the proportional part of the price, Fee or any other payment for Banking Services only if this is expressly required by a general legal regulation or the Agreement. After termination of the contractual relationship, the Client is obliged to return to the Bank, within deadlines set by the Bank, all things, payment cards, unused checks, check books and other documents and means which the Bank or a third party provided to the Client in connection with the provision of Banking Services.

## 2.3. Dependence of Agreements

- 2.3.1. An Agreement (dependent Agreement) may be arranged as dependent on some other Agreement (main Agreement); in that case, execution of the dependent Agreement is conditional on execution of the main Agreement and termination of the main Agreement results in a termination of the dependent Agreement. The Bank reserves the right to update the offer of Banking or Payment Services (without any impact on previously executed Agreements); information on the Banking or Payment Services which are currently provided is available on the Bank's Homepage or in the PTC, Price List and Interest Rate List.

## 2.4. Contract receivables

- 2.4.1. The Client may not assign any receivable under the Agreement to any third parties without prior written consent of the Bank.

## 3. BANK SECRECY, PERSONAL DATA PROTECTION

- 3.1. All Banking Services are subject to banking secrecy pursuant to general legal regulations. The Bank shall provide information that is considered a banking secrecy to third parties without the Client's consent only in cases stipulated by general legal regulations and within the scope laid down by general legal regulations. The Client agrees that the Bank may provide information on the amount of a Bank's secured claim to the persons securing the claim.

- 3.2. Personal data processing on the basis of law

The Bank shall process the personal details of Clients in a manner in accordance with and within the scope of its activities. When processing personal details, the Bank shall consistently comply with all the requirements as set out by general law. The principles of the processing of personal details by the Bank, including the definition of purposes, legal bases, and rights of the Client in relation to the protection of his/her personal details, are described in greater detail in the document entitled

## 4. BANK'S LIABILITY

- 4.1. The Bank is liable to the Client for any damage the Client incurs as a result of breach of the Bank's obligations arising from general legal regulations or contractual arrangements made with the Client, excluding situations described further in this part of the T&C.
- 4.2. If the Client's culpable acts contributed to the damage (e.g. by breach of the Client's obligation under the Agreement), the Bank is not liable for the damage to the extent corresponding to the Client's contribution.
- 4.3. If the Bank performs its contractual obligations in accordance with the Client's instructions in that it forwards an instruction obtained from the Client to a third party so that the latter performs on its own behalf and on the Client's account, the Bank is liable for the damage incurred in connection with acts of such third party to the Client if the Bank did not choose the third party with professional care; however, if the third party was chosen by the Client, the Bank shall not bear any liability whatsoever.
- 4.4. The Bank's liability for damage shall not arise if the damage resulted from a circumstance excluding liability pursuant to Section 2913 (2) of the Civil Code; a circumstance excluding liability is also an unexpected development in financial markets, defective means of distance communication used by the Client or the Bank (e.g. defective internet connection or software), and failure of any other technical means not caused by the Bank.
- 4.5. The Bank is entitled to refuse the provision of a Banking Service if such provision could result in a conflict of interest between the Bank and the Client or among various Clients of the Bank, a breach of the Bank's statutory duty to act prudently or any other breach of a general legal regulation.
- 4.6. The Bank is entitled to postpone provision of a Banking Service for a time necessary to verify data and facts set out in documents submitted to it by the Client for this purpose.
- 4.7. The Bank is liable to the Client for damage resulting from a breach of the Bank's obligations arising from the general legal regulations or a contractual arrangement made with the Client. The Bank is also not liable for damage to the extent to which it was not foreseeable; in this respect the Client's lost profit or damage which has not directly resulted from a breach of the Bank's legal obligation (consequential damage) is deemed unforeseeable.
- 4.8. The Bank is not liable for any damage incurred by the Client as a result of execution of an instruction submitted by the Client or in connection with relying on some other Client's communication. The Client shall compensate the Bank for any damage, liability, claim raised or costs (including costs of legal assistance) incurred by the Bank as a result of the Bank's due conduct based on the Client's instruction.
- 4.9. Unless otherwise explicitly stipulated, the Bank shall not be liable for any loss incurred by the Client as a result of the movement of exchange rates and interest rates, as well as the prices of investment instruments, during the provision of banking products and services.
- 4.10. The Bank is not liable for any loss, damage, costs or expenses incurred by the Client as a result of the fact that the Bank follows an instruction submitted using the Client's access features (regardless of whether the instruction was submitted by the Client him/herself or whether it was submitted with the Client's consent or authorisation or without such consent or authorisation). The Client shall indemnify the Bank for any loss, damage, costs, expenses and fees (including costs of legal representation to the full extent) incurred by the Bank in connection with such an instruction; this does not apply instructions in the form of Payment Orders.
- 4.11. If the Bank acts according to an Instruction whose nature typically requires that the Bank use services of a third party for its performance, the Bank is liable for damage incurred by the Client as a result of such an act of the third party if the Bank did not proceed with professional care within choice of the third party; if the third party was chosen by the Client, the Bank shall bear

no liability whatsoever for the damage incurred. In that case, if this contributes to a better position of the Client in recovering damages from the third party, the Bank shall assign relevant rights towards the third party to the Client.

- 4.12. Beyond the scope of the Bank's duties to provide information laid down by general legal regulations and obligations expressly assumed by the Bank in a contract, the Bank is not obliged to inform the Client of usual risks associated with the requested banking service or banking product (e.g. the risk of loss) or any other facts which may be relevant for the Client's decision as to whether or how the Client will request the respective service or product.
- 4.13. Should the Bank determine that any notification or confirmation delivered to the Client was incorrect as of the date of its issue, the Bank shall inform the Client of this fact without undue delay; should this occur after the deadline for the provision of information to the Client, the Client may request that the Bank document that the notification or confirmation was incorrect.

## 5. CLIENT'S ACTS, REPRESENTATION, SIGNING

- 5.1. The Client shall undertake legal obligations vis-à-vis the Bank in person or through a Representative or another individual other than the Client, as duly stated by the Client. The Client may not be represented by another individual when concluding a contractual relationship with the Bank. The model of authorised person shall not apply in this case; thus, only single acts may be performed based on a power of attorney. In particular, the Representative may not be issued a payment instrument or may not log in to direct banking.
- 5.2. The Representative is obliged to prove his/her authorisation to act for the Client by presenting the original power of attorney with the Client's authenticated signature, a court decision or some other document which the Bank considers sufficient; this shall also apply in relation to the Client's spouse.
- 5.3. A power of attorney for the purposes of acts made by the Client towards the Bank must be individual, written, sufficiently specific and executed personally by the Client. The signature attached by the Client or individuals who act on the Client's behalf to the power of attorney must be authenticated or verified by other usual means (e.g. by a Bank employee within negotiation on a Banking Service). If the power of attorney fails to meet these requirements or if the Bank doubts the existence, authenticity or validity of the power of attorney, the Bank may reject the power of attorney.
- 5.4. If the Representative demonstrated his/her authorisation to represent the Client to the Bank, the Bank shall also be discharged from any of its obligations towards the Client by providing the relevant performance to the Representative on the Client's account if the performance corresponds to the extent of his/her authorisation; in case of doubt, it is deemed that the authorisation covers all Banking Services.
- 5.5. The Client may revoke or change the Representative's authorisation at any time and shall inform the Bank of such step without delay by a written notice. The revocation of or change in the scope of authorisation becomes effective vis-à-vis the Bank when the Bank reliably learns about the change.
- 5.6. If the Agreement is concluded with the Bank by several persons on the part of Client or security provider and unless expressly stated otherwise in the Agreement, these persons shall be obliged by and entitled under the Agreement jointly and severally. In that case, the Bank shall be also discharged from its obligation to perform the Agreement if the performance is provided to its full extent to any of these person, even if it is a divisible performance; this also applies in relation to any other obligation of the Bank (e.g. information duty). The jointly obliged persons undertake to inform each other without undue delay of all facts relevant for the contractual relationship with the Bank.
- 5.7. The Bank may always require that the signature of the Client or his/her Representative be authenticated if it was not made in the presence of a Bank employee.
- 5.8. Should the Bank and the Customer conclude an Agreement concluded remotely, the Customer may express his/her will to conclude such an Agreement
- Through Authorisation pursuant to Article 14.3. of BTC; for the purposes of such method of conclusion of Agreements, the Customer shall explicitly agree to the form of his/her Authentication and Authorisation specified in Article 14.3. of BTC or
  - To the use of electronic signature provided by the provider of identification services pursuant to the Act on Banks, should such option be offered to the Customer by the Bank.

## 6. CLIENT'S CO-OPERATION

- 6.1. Before concluding an agreement with the Bank, the Client shall be obliged to prove his/her identity (if an individual is concerned) at any time that the Bank requests him/her to do so. Furthermore, the Client or his/her Representative shall be obliged to prove his/her identity (if an individual is concerned) during the agreement or to provide any additional information and documents as required by the Bank in particular in compliance with the Anti-Money Laundering Act. The Bank may in particular request a valid identity document and also evidence of the origin and the source of funds as well as the purpose and the nature of the intended or performed transaction.

- 6.2. The Client is obliged to notify the Bank without undue delay of the following facts:
- (a) any change in the Client's name, permanent residence or other data provided to the Bank in connection with the Agreement or any change to it or within the provision of any Banking Service;
  - (b) termination of or change in the Representative's authorisation or any authority granted by the Client which may be applied when dealing with the Bank; this obligation also applies to the authorisation to represent the Client which has not yet been entered in the Commercial Register, some other public register or a similar foreign register;
  - (c) any facts and changes which may be reasonably assumed to have a significant impact on Banking Services (e.g. loss or theft of personal documents, Means of Payment etc.);
  - (d) any events or changes which may be reasonably presumed to adversely affect the Client's ability to perform obligations to the Bank (e.g. the existence of the Client's due obligations, insolvency proceedings etc.);
  - (e) any fact which would result in the Client having a special relationship with the Bank pursuant to the Banks Act.
- 6.3. The Client must become familiar without undue delay with the contents of each and every message delivered to the Client by the Bank (including messages sent by a Direct Banking service). In case of bank statements, credit account statements, payment confirmations, and similar messages, the Client shall check the information contained therein as to their correctness and completeness, and shall notify the Bank immediately of any identified inconsistencies. The Client shall also notify the Bank without undue delay if a regular Account statement or other similar periodic communication was not delivered to the Client by the usual deadline.
- 6.4. For the purposes of the International Co-operation in Tax Administration Act is the Client obliged, upon execution of the Framework Agreement, to inform the Bank whether Client's Account is an "American Account" (i.e. the Client is a citizen or resident of the USA, was born in the USA, has been granted residence on the basis of a Green Card, or has a correspondence address or contact phone number there, alternately if the Client has established permanent payment orders to transfer funds to an account in the USA) The term "USA" also covers other territories under the administration of the United States of America, which are published in the FAQ section on the Homepage of the Bank. If the Client meets any of the above-specified American Indications during the term of the Framework Agreement, he/she is obliged to inform the Bank accordingly without undue delay. By the execution of the Framework Agreement, the Client expressly represents that he/she had the opportunity to become acquainted with the Foreign Account Tax Compliance Act (FATCA) on the webpage of the Internal Revenue Service of the United States of America [www.irs.gov](http://www.irs.gov), as well as the documents published on the webpage of the Tax Administration of the Czech Republic <http://www.financnisprava.cz/cs/mezinarodni-spoluprace/mezinarodni-zdanovani-prime-dane/fatca> and that the Client is familiar with these documents.
- 6.5. As of the date of every single banking transaction performed with the Bank, the Client declares that he/she is not a politically exposed person within the meaning of the Anti-Money Laundering Act. If the Client's position changes in this respect during the term of the Framework Agreement, the Client shall be obliged to inform the Bank thereof without undue delay.
- 6.6. Unless the Client states otherwise in the Framework Agreement, the Client declares that he/she is a tax resident of the Czech Republic or another EU Member State or another country of the European Economic Area or another country or jurisdiction with which the Czech Republic has concluded a valid and effective international double taxation treaty governing taxation and elimination of international double taxation of all possible types of income, a valid and effective international agreement or treaty on information exchange in taxation matters for the field of income taxes or a multilateral international agreement containing provisions on the exchange of tax information in the field of income taxes which is valid and effective for such country and the Czech Republic. The Client is obliged to present a confirmation of his/her tax residency issued by the competent governmental authority on the Bank's request, including after termination of the contractual relationship with the Bank.
- 6.7. If the Client as a tax non-resident of the Czech Republic requests that his/her claim for a more favourable taxation mode arising from a double taxation treaty binding for the Czech Republic be taken into account, the Client is obliged to provide the Bank with a confirmation of tax residency from the respective contracting State; the competent tax authority of that State shall confirm his/her tax residency for the purposes of the respective double taxation treaty between the respective State and the Czech Republic. If a high amount of interest is paid or in case of any doubt, the Bank may also request a declaration of the Client that he/she is the beneficial owner of the interest revenue and that this interest revenue paid to the Client by the Bank is considered his/her income according to the tax laws of the respective contracting State.
- 6.8. The Client is obliged to inform the Bank without delay in writing if he/she fails to comply or has ceased to comply with his/her declaration of tax residency specified in paragraph 6.6. or if the Client has changed his/her tax residency documented to the Bank pursuant to paragraph 6.7.
- 6.9. The Client is liable for any damage incurred by the Bank due to the application of a wrong mode of the withholding tax based on false, incomplete or invalid information on the Client's tax residency provided by the Client or due to a failure to comply with any obligation of the Client specified in this Article.
- 6.10. If the Client is not a tax resident of the Czech Republic or is considered a notified person on some other grounds based on the International Co-operation in Tax Administration Act, the Client acknowledges that the Bank is obliged to report information on the Client's Accounts to the competent tax authorities of the Czech Republic (including, but not limited to, information on the balance and the total amount of interest revenues together with identification details on the Client) with a view to provision of this information to tax authorities of the country where the Client is or, according to available information, is likely to be the tax resident. This provision does not apply to tax residents of non-EU Member States with which the Czech Republic has not entered into the relevant treaty or agreement enabling international exchange of information for tax purposes.

- 6.11. The Client is obliged to properly store all the forms, data carriers and communication means provided by the Bank and treat them with due care. If the Client ascertains an extraordinary event, such as theft or misuse of forms, data carriers or communication means or unauthorised use thereof, he/she is obliged to notify the Bank accordingly, doing so immediately in writing. The Client is responsible for any damage and other consequences arising from unauthorised use of forms, data carriers or communication means until the first business day following the date of delivery of the aforementioned notice to the Bank. Any Bank forms which the Banks provides to the Client in electronic form must not be modified by the Client without the consent of the Bank (except for filling out the required information inside the designated space in the form). The Bank shall be entitled to update personal data based on the information received from the National Identification and Authentication Point or the public administration information systems pursuant to the Act on Banks. The Bank shall be obliged to use updated data when providing its services.
- 6.12. The Client is obliged to properly archive all forms, data carriers and means of communication provided to him/her by the Bank, and handle them with due care. If the Client determines an extraordinary event such as loss, theft or abuse of forms, data carriers or means of communication or their unauthorised use, the Client is obliged to inform the Bank of this fact without delay in writing. The Client is liable for any damage and all other consequences resulting from the unauthorised use of forms, data carriers or means of communication until the Business Day following the day on which the Bank receives said notification from the Client. The Client may by no means modify any Bank's forms provided by the Bank to the Client electronically without the Bank's consent (except for filling requested data in specified parts of the forms).

## 7. MUTUAL COMMUNICATION

- 7.1. All instructions, orders and notifications (messages) addressed by the Client to the Bank must be legible and must unambiguously indicate their contents. If the Bank agreed specific requirements for certain messages with the Client, these requirements must be met.
- 7.2. The Client and the Bank shall use the following means of communication for mutual communication: consignments delivered by postal service providers, personal or e-mail delivery, fax, SWIFT, and Direct Banking and Client Centre services; the Bank shall also use courier services. Based on a mutual agreement, the Customer and the Bank may also use available interpersonal communication platforms, should legal and technical parameters be fulfilled. In the Agreement, the Client may agree with the Bank on the use of other appropriate means of communication.
- 7.3. The Bank shall also communicate with the Client by electronic means (including telephone and SMS) to the extent and in the manner specified in the Agreement. To facilitate mutual communication, especially in relation to the provision of information concerning, in particular, the Client's account balance and Client's liabilities to the Bank, the Bank may request that the Client use Personal security features to authenticate the Client (e.g. One-off SMS codes, PIN, E-PIN, Biometric Data etc.); Personal security features shall be assigned to and subsequently set up by the Client using Direct Banking services. The Client is responsible for the protection of authentication features. The Bank is not liable for any loss or damage resulting from misuse of assigned Personal security features. The Client acknowledges that the communication between the Bank and the Client is not encrypted or otherwise secured against disclosure to third parties unless stated otherwise in the Agreement.
- 7.4. Unless expressly agreed otherwise by the Client and the Bank, the Bank and the Client shall communicate in Czech. In justified cases, the Bank may agree to communicate in another language without prior agreement, but always only to the extent set by the Bank.
- 7.5. The Bank is entitled to request that communications provided by the Client in a form other than in writing be confirmed in writing to the Bank to the address specified in Article 8.2 within an additional period of time. If the Client fails to send such written confirmation to the Bank, the Bank is not obliged to proceed in accordance with such communication.
- 7.6. If a communication provided by the Client does not meet the requirements on its form or contents stated in the Agreement, the Bank need not proceed in accordance with such communication and may, instead, address the Client with a request for proper confirmation or provision of additional information; the Bank is not liable for any damage resulting from any ensuing delay.
- 7.7. The Bank shall be entitled to contact the Client by telephone between the hours of 08:00 and 22:00. In cases arising from general binding law or in the case of a legitimate interest by the Bank, the Bank shall record any communication between the Bank and the Client using any available technical means and shall archive these records for an adequate period of time, not less than the duration of any agreement between the Client and the Bank. In doing so, the Bank shall be obliged to protect the recorded data against misuse.

## 8. NOTICES

### 8.1. Notices to the Client

- 8.1.1. The Bank shall send all notices and documents via a Direct Banking service or to the Client's address specified in the Framework Agreement (or any address subsequently notified by the Client in accordance with paragraph 8.1.2). The Client's mailing address must be in the Czech Republic.
- 8.1.2. The Client may agree with the Bank that the Bank's notices and other documents may also be sent to the Client to an address other than the address specified in the Agreement. If the Client fails to take over documents at these addresses, the Bank may use the address specified in the Agreement or some other address of the Client available to the Bank for their delivery.

8.1.3. In cases where this is a usual procedure, the Bank may replace the signature of individuals authorised to act for the Bank by mechanical means, especially in case of a bulk correspondence with Clients or in case of correspondence which is automatically generated by the Bank (e.g. Account statements, Card statements, reminders, notices of failure to perform an order, requests addressed to the Client).

8.1.4. The Bank shall be entitled to send the Client notifications and documents (including documents concerning a change in or a termination of the agreement) by fax, e-mail or any other technical means.

## 8.2. Notices to the Bank

8.2.1. The Client shall send all notices and documents to the Bank in a demonstrable manner by registered mail to the Bank's address specified on the Bank's Homepage or by e-mail or by personal delivery to the Bank's Point of Sale unless specified otherwise in the Agreement.

## 8.3. Time of delivery

8.3.1. Consignments are deemed delivered once they come under the addressee's control:

- (a) unless the contrary is proven or unless agreed otherwise, written communications in printed form delivered by a postal services licence holder (post) shall be deemed delivered on the third Business Day after the dispatch date in case of a domestic consignment, on the tenth Business Day after the dispatch date in case of a consignment sent to European countries and on the fifteenth Business Day after the dispatch date in case of a consignment sent to non-European countries; this also applies to consignments which are returned as undeliverable;
- (b) unless the contrary is proven or unless agreed otherwise, written communications in printed form delivered by some other carrier (courier service) or employee of the Bank shall be deemed delivered at the time of acceptance or unjustified refusal to accept the consignment;
- (c) In the case of a notification by the Bank sent electronically using an e-mail message, the message shall be deemed delivered by sending it to the electronic mailbox of the Client that is intended for communication.
- (d) a communication sent by the Bank electronically via a Direct Banking service shall be deemed delivered once the message is placed in the Client's data box intended for communication;
- (e) a communication sent by the Bank in the form of an SMS, push notification or some other data message shall be deemed delivered upon receipt of notification that the message was accepted, generated by the recipient's communication services device or provider.

8.3.2. For purposes of communication with the Bank, the Client is obliged to ensure full functionality of all technical means of communication and e-mail addresses as well as visibly specify his/her name in the mailing address during the entire term of the Agreement.

8.3.3. The Client acknowledges that in cases where the Bank sends consignments in printed form to the Client by means of a postal services licence holder (post), regular (not registered) mail is usually used.

## 9. SUBMISSION AND STORAGE OF DOCUMENTS

9.1. Where the Agreement, a Contractual Document, T&C, PTC, Terms and Conditions of Payment Services or any other arrangements between the Bank and the Client require that the Client submit a certain document to the Bank, the Bank is not obliged to accept the document in any language other than Czech, unless agreed otherwise in the Agreement. In other cases, the Bank may request that, upon submission of a document in a language other than Czech, the Client also submit a certified translation of the document into Czech.

9.2. Furthermore, the Bank may request that any copy of an original document submitted to the Bank along with its original be authenticated.

9.3. The Bank reserves the right to make copies of the submitted documents for its own needs in accordance with the general legal regulations and file them in accordance with the general legal regulations.

9.4. If the Client submits to the Bank any documents issued abroad, the Bank reserves the right to request that these documents be provided with a higher authentication (superlegalisation) or an apostille (under the Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, 1961) and/or be officially translated into Czech at the Client's expense.

9.5. In case of any doubt, the Client and the Bank shall assume that records and documents held by the Bank and generated in usual operation within the provision of Banking Services are crucial for determination of mutual rights and obligations, and have a decisive evidentiary value; this does not apply if their inaccuracy has been unambiguously proven to the Bank.

9.6. The Bank shall be entitled to record or otherwise note all the instructions of the Client at its discretion. The Bank shall be obliged to do so in the case of a legal obligation. The Client agrees to the Bank being entitled to use these recordings or accounts, including their transcriptions, which the Bank has made for any reason, for any purpose that the Bank considers appropriate, including as evidence in a procedure against the Client or another individual.

## 10. SET-OFF AND LIMITATION OF RIGHTS

- 10.1. The Client hereby agrees that the Bank is entitled to set off its receivables, whether they are due or not, from the Client at any time, regardless of the currency in which they are denominated and the legal relationship from which they arise, against any Client's receivables from the Bank, whether they are due or not, recorded by the Bank in any of the Client's Accounts. The Bank shall notify the Client about this step in due course. Unless expressly agreed otherwise, the Client is not entitled to unilaterally set off the Client's receivables from the Bank against any of the Client's debts to the Bank.
- 10.2. The Client and the Bank hereby agree on a limitation period of three years from the commencement of the limitation period in which they are entitled to mutually set off claims arising from the Agreement, T&C, PTC, Terms and Conditions of Payment Services or any other arrangement between the Client and the Bank.

## 11. FEES AND EXPENSES

- 11.1. The Client is obliged to pay Fees for Banking Services according to Price Lists effective on the day of provision of a Banking Service that is subject to a fee unless the Price List or Agreement specifies some other decisive date for determining the amount of the Fee, as well as other fees stipulated in the Agreement.
- 11.2. In addition to Fees, the Client is also obliged to pay to the Bank:
- (a) the costs of Assessment;
  - (b) all costs and expenses incurred in connection with any breach of obligation arising from the Agreement on the part of individuals other than the Bank; and/or
  - (c) any extraordinary costs and expenses reasonably generated to the Bank in connection with provision of a Banking Service and incurred by the Client.

## 12. INTEREST RATES

- 12.1. The Bank shall announce valid interest rates in the Interest Rate List. The Bank shall be authorised to change the size of the interest rate also to a zero or negative value. The Bank and the Customer have agreed to the Bank, should it change the size of the interest rate in connection with the reference interest rate, announcing such change in form of a notification in the Interest Rate List on the Homepage of the Bank, by e-mail, through Direct Banking or in any other suitable manner. The change of the interest rate which is rather positive for the Customer may also be implemented without a notification. For the Accounts maintained in Czech crowns, the reference interest rate shall be the two-week REPO rate, announced by the Czech National Bank and published at [www.cnb.cz](http://www.cnb.cz), and for the Accounts maintained in Euro, the rate shall be the "deposit facility rate", announced by the European Central Bank and published at [www.ecb.europa.eu](http://www.ecb.europa.eu). Should the change of the interest rate not be based on the change of the reference interest rate, the Bank shall notify the Customer of the proposed Amendment to the Interest Rate List no later than two months prior to the day on which such Amendment shall become effective, in writing or by e-mail and through Direct Banking. The Customer shall be entitled to reject the Amendment to the Interest Rate List no later than prior to the day on which such Amendment shall become effective and to cancel the respective Agreement in writing, with immediate effect as of the day of delivery of the cancellation to the Bank. Should the Customer reject the Amendment in writing, while not cancelling the Agreement, the Bank shall consider such rejection to be a draft agreement to terminate the Agreement as of the day preceding the day on which the Amendments shall become effective; the Bank shall terminate all services concerned by the proposed change as of such day. Should the Customer not reject the Amendment as of the date specified above, the Amendment shall be deemed to be agreed to by him/her. The Bank shall specifically inform the Customer of such consequence in a notification of the Amendment to the Interest Rate List.
- 12.2. If the Client is in delay in paying any amount to the Bank, the Client is obliged to pay default interest in the amount set in the Price List, or otherwise in an amount stipulated by the general legal regulations.
- 12.3. The Bank's calculation of interest is based on a calendar year of three hundred sixty-five (365) days and the actual number of days. For certain interest products and deposit services, interest is calculated based a calendar year of three hundred sixty (360) days or the number of days in a month – thirty (30) – and the number of months in a year – twelve (12).
- 12.4. Unless stipulated otherwise in the Agreement, interest is calculated by the Bank continuously and credited at the end of the respective interest period.

## 13. CURRENCY RATES

- 13.1. The currency exchange rates are made available to Clients in the Exchange Rate List. The Client shall also be informed about exchange rates in the Account statement. The Bank shall set the exchange rates and changes therein unilaterally without prior notice to the Client based on the situation on financial markets. Unless agreed otherwise, the following rules shall apply for conversion of money:



Pursuant to the Regulation of the European Parliament and the Council (EU) 2019/518, the Bank shall inform the Customer of a discrepancy (difference) between the exchange rate of the Bank and the reference exchange rate of the European Central Bank (ECB) in the Exchange Rate List. The Bank shall inform the Customer without undue delay after performing a card Payment Transaction in a currency of the EU other than the currency of the Account of the Customer (except for USD) of a deviation (difference) relating to the performed Payment Transaction by use of an e-mail message or in another manner agreed between the Bank and the Customer.

- (a) For a conversion from a foreign currency to the Czech currency, the Bank shall use its "foreign exchange buy" spot rate;
- (b) For a conversion from the Czech currency to a foreign currency, the Bank shall use its "foreign exchange sell" spot rate;
- (c) For a conversion from a foreign currency to another foreign currency (purchase or sale of foreign currency), the Bank shall use its spot exchange rates for currencies defined in subparagraphs a) and b) above or an individual rate;
- (d) Spot rate is a rate specified in the Bank's Exchange Rate List effective at the time of Payment Transaction;
- (e) The rules for a Payment Transaction with conversion made using a Card are defined in the PTC;
- (f) For the above types of conversion, an individual rate may be arranged with the Bank for conversion of major amounts of money; this rate shall be based on current market conditions for the respective currency on financial markets where the currency is quoted.

## 14. DIRECT BANKING SERVICES

### 14.1. GENERAL

- 14.1.1. Direct Banking services are established and provided under the Agreement concluded between the Bank and the Client.
- 14.1.2. The Client shall pay Fees for the use of Direct Banking services according to the Price List. Fees for the use of Direct Banking services shall be charged by the Bank to the debit of a current Account in CZK or some other Account opened by the Client with the Bank if the Client has not opened a current Account in CZK.
- 14.1.3. Direct Banking services may only be established on request of the Client.
- 14.1.4. A Direct Banking service will automatically be cancelled or blocked if the Agreement is terminated, if access is cancelled or if the Client's Direct Banking services are blocked.
- 14.1.5. Within the provision of Direct Banking services, the Bank shall proceed in accordance with the applicable legal regulations, especially the Payment Services Act. Any and all matters not regulated by the Agreement, T&C, PTC, and Terms and Conditions of Payment Services shall be governed by the provisions of the Act.

### 14.2. USE OF DIRECT BANKING SERVICES

- 14.2.1. Direct Banking services are available to Clients 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 necessary period of time if this is required for important, especially security or technical, reasons. The Bank may also suspend the provision of Direct Banking services if insolvency proceedings are initiated in respect of the Client's assets, without any limitation for the duration of the insolvency proceedings.
- 14.2.2. The language used for the operation of Direct Banking services shall be either Czech or English, based on the Client's choice made on each occasion.
- 14.2.3. To grant safe access to Direct Banking services, the Bank shall use, in particular, verification of every Client's identity by means of the Client's signature, as a means ensuring data coherency. Furthermore, the Bank shall evaluate especially the access of individual Clients to the Direct Banking services.
- 14.2.4. The Customer shall be obliged to authorise some requests using a Password and a single Authorisation SMS Code, generated by the Bank based on a request of the Customer. The Authorisation SMS Code shall have a limited time validity and shall be bound to a telephone Number given by the Customer. To Authorise requests to be performed in IB, the Customer may also use MB.
- 14.2.5. The Client acknowledges and agrees that Authorisation SMS Codes are sent as regular, unencrypted SMS messages.
- 14.2.6. The Bank is not liable for cases when Direct Banking services cannot be used for reasons beyond control of the Bank or its partners (e.g. due to interruption of power supply, disconnection of the Bank from the public internet network, breakdowns on the part of mobile services provider, strike etc.).
- 14.2.7. Electronic communications networks used for communication between the Bank and the Client under these T&C are not directly controlled by the Bank and the Bank is thus not liable for any damage caused to the Client by their possible misuse. The obligation to protect these networks and ensure the credibility of messages sent via these networks is borne by relevant providers of electronic communication services (especially pursuant to Act No. 127/2005 Coll., on electronic communications, as amended).

- 14.2.8. The Bank has established a point of customer support for Clients – the Client Centre – which may be contacted by telephone or e-mail. The current contact details are listed on the Bank's Homepage.
- 14.2.9. The language used in the Client Centre shall be either Czech or English, based on the Client's choice made on each occasion.
- 14.2.10. The Bank is obliged to provide for the operation of Direct Banking services in accordance with the Agreement and the wording of these T&C. The Bank agrees to provide the Client with Personal security features in such a way that these data may only be used by the respective Client.
- 14.2.11. The means of communication for Direct Banking services pursuant to these T&C are as follows:
- signature,
  - a personal computer meeting minimum technical requirements specified in the Direct Banking Services Handbook and on the Bank's Homepage,
  - mobile phone (or other similar communication device) activated within the network of any service provider within the Czech Republic (hereinafter the "Phone").
- 14.2.12. The Client is obliged to use Direct Banking services in accordance with the Agreement, Direct Banking Services Handbook and any other instructions of the Bank, as appropriate. The Bank is responsible for the functionality of Direct Banking services subject to compliance with the Agreement, Terms and Conditions of Payment Services, Direct Banking Services Handbook and any other instructions of the Bank, as appropriate.
- 14.2.13. The Client is obliged to check from time to time whether notifications of executed instructions entered by means of Direct Banking services conform to the orders entered and whether the orders entered were executed or rejected by the Bank.
- 14.2.14. The Client is obliged to immediately notify the Bank of any inconsistencies and defects in execution of payment orders (at a Point of Sale or via the Client Centre).
- 14.2.15. The Bank is responsible only for data received and confirmed by the Bank. The Bank is not liable for any damage caused by incorrect or duplicate data entry (instructions to execute a Payment Transaction).
- 14.2.16. Any and all information about the Direct Banking system and Direct Banking services and their use is confidential; the Client agrees not to use such information at variance with the purpose for which it was provided.

### 14.3. EQUA IDENTITY

- 14.3.1. The Equa Identity shall be provided based on the Agreement concluded between the Bank and the Customer, based on which Direct Banking Services are provided.
- 14.3.2. Should the Equa Identity of the Customer be registered at the National Identification and Authentication Point, the Equa Identity may also serve to perform Customer identification vis-à-vis public authorities as well as third persons beyond the framework of qualified system of electronic identification pursuant to the Act on Electronic Identification, when using the services of such entities, should this be enabled to the Customer by them. Identification through the Equa Identity may be performed vis-à-vis third parties pursuant to the previous sentence only with consent of the Customer and within its scope breaching the bank secrecy, including the identification data approved by him/her, unless otherwise stipulated by legal provisions, in particular for the following identification services:
- The identity of the Customer shall be confirmed to a third party;
  - The personal details of the Customer shall be provided or confirmed to a third party;
  - The information on the Customer and services provided to him/her shall be provided to a third party;
  - Registration and login on websites or in applications of third parties shall be enabled to the Customer;
  - Legal steps in electronic form by use of the electronic signature shall be enabled to the Customer; or
  - The Customer shall be enabled to create and store electronic documents;
- and the Bank shall provide information to third parties directly or through an information services provider pursuant to the Act on Banks. The Customer may use only the offered services of Equa Identity and only vis-à-vis third parties in a respective contractual relationship with the Bank or with the identification services provider pursuant to the Act on Banks. The consent shall not necessitate the provision of the data to the administrator of the National Identification and Authentication Point pursuant to Sections 14.3.6 and 14.3.7 of the BTC.
- 14.3.3. When the Equa Identity is provided to the Customer, he/she shall receive an electronic identification means, fulfilling technical specifications, standards, and procedures for a guarantee level "significant" pursuant to the eIDAS Regulation. The use of the electronic identification means requires a Customer authentication in Internet Banking (hereinafter "IB") or Mobile Banking (hereinafter "MB") pursuant to Art. 14.4 of the BTC. Selected services of the Equa Identity may require an authorisation of a respective transaction pursuant to Art. 14.4 of the BTC.

- 14.3.4. The Bank shall issue the Customer an electronic identification means should
- The Customer not reject the issuance of the electronic identification means pursuant to Art. 14.3.5 of the BTC;
  - The Bank verify the identity of the Customer by use of a method set out by the Act on Banks for the electronic identification means; and
  - The Bank verify the identity of the Customer through the National Identification and Authentication Point pursuant to the Act on Electronic Identification.
- 14.3.5. The Bank shall not issue the Customer the electronic identification means, should the Customer inform the Bank that he/she is not interested in the Equa Identity when arranging the Agreement or one month from the notification of the Bank to issue an electronic identification means through IB or MB. The Customer may subsequently request the Equa Identity and the issuance of an electronic identification means to be issued him/her by the Bank upon fulfilment of terms and conditions pursuant to Section 14.3.4 of the BTC.
- 14.3.6. The Bank shall enter the issued means into the National Identification and Authentication Point. The Bank shall provide the administrator of the National Identification and Authentication Point with the data on the type and number of the identity card of the Customer. The Bank shall inform the Customer of the entry through Direct Banking.
- 14.3.7. The Bank shall transmit the National Identification and Authentication Point the directional identifier for electronic identification.
- 14.3.8. The electronic identification means is non-transferable, it may only be used by the Customer for whom it has been issued, and it may in no way and under no circumstances be provided to a person other than the Customer. The Equa Identity may be provided on the condition that security rules are adhered to pursuant to Art. 14.5 of the BTC.
- 14.3.9. The Bank shall terminate the validity of the electronic identification means:
- Should the Customer have breached any of his/her obligations related to the use of the Equa Identity;
  - Should the Bank suspect the electronic identification means to have been misused or imminently misused or should the Customer inform the Bank of the misuse or an imminent misuse hereof;
  - Should the electronic identification means have been issued based on false or outdated personal data;
  - Should the Bank become reliably informed of the decease of the Customer for whom the electronic identification means have been issued; or
  - Should a legal standard or a final decision of a public authority oblige the Bank to terminate the validity of the electronic identification means.
- 14.3.10. Furthermore, the Customer may request that the validity of the electronic identification means be terminated. Based on a request of the Customer, the Bank may subsequently issue the Customer a new electronic identification means.

#### **14.4. AUTHORISATION AND AUTHENTICATION OF The CLIENT IN DIRECT BANKING SERVICES**

- 14.4.1. Authentication is a clear verification and confirmation of the Client's identity within Direct Banking services. Authentication differs depending on whether the Client uses IB, TB or MB and whether the Client uses IB at a Point of Sale.
- 14.4.2. For mobile banking (MB) to function properly, the Client shall be obliged to activate internet banking (IB) and match his/her telephone with the IB. The Client may match several telephones in parallel. To match the telephone with the IB, the user's number to access the IB, the password to access the IB, and the single authorisation SMS code must be entered. Then the Client chooses the MB Application Code (hereinafter "MB Application Code"), which will subsequently be used for authentication of access and authorisation of transactions.
- 14.4.3. The use of biometric data for authentication of access or authorisation of transactions shall be activated by the Client when matching the telephone or in the MB application settings. An image of a face may not be used for these purposes by a Client who has a twin.
- 14.4.4. To authenticate access to IB, the Bank requests entry of the user number and Password for access to IB or a one-off Authorisation SMS Code. The Client may change his/her username and Password via IB.
- 14.4.5. To authenticate access to TB, the Bank requests entry of the identification number (ID) and selected characters of the Password for access to TB, or an answer to control questions. To be able to fully use TB, the Client must enable Account Use through TB in accordance with respective provisions of PTC.
- 14.4.6. To Authenticate access to MB, the Bank requires that the Customer enter the Application Code of MB or perform verification using a biometric scanner built in the Telephone.
- 14.4.7. Authorisation means consent of the Client to the transaction entered by him/her in IB, MB or TB. The Client's transaction and its Authorisation are stored by the Bank.
- 14.4.8. Authorisation in IB shall be performed by (i) entering an Authorisation SMS and/or giving a Password or by (ii) verification using MB or by (iii) confirming the transaction by pressing the button "Yes"/"I agree". To perform verification through MB, only one Telephone may be used, which the Customer has indicated to the Bank as the preferred one as requested.

- 14.4.9. Authorisation in TB is carried out by entering the confirmation PIN code which has been set by the Client in IB.
- 14.4.10. Authorisation in MB is performed by entering the MB Application Code or by using biometric data through a biometric scanner built into the telephone.
- 14.4.11. An agreement on loan product shall be deemed signed by the Client by the entering of the Authorisation SMS code in MB.
- 14.4.12. Authorisation at a Point of Sale shall be performed by (i) entering an Authorisation SMS or by giving a Password or by (ii) verification through MB.
- 14.4.13. If the telephone enables loading of a payment order by means of a QR code and the Client uses it, the Client shall be obliged to check the loaded data for correctness before authorisation. The service of loading the QR code is not provided by the Bank.
- 14.4.14. The Client may set a profile photograph in the MB application. The Client hereby acknowledges that such profile photograph shall be displayed to the Client of the Bank in MB when setting up a payment and displaying the counterparty of the transaction. The Client shall be liable for the content of any profile photograph or photographs in MB not breaching the law, in particular the personal data protection regulations, copyright, principles of morality, public order as well as the rights concerning the status of individuals including the right to personality protection. The Bank shall be entitled to remove profile photographs breaching these rules from MB; this shall be without prejudice to the responsibility of the Client for the choice and the use of such profile photograph or photographs.

## 14.5. DIRECT BANKING SERVICES SECURITY

- 14.5.1. The Bank adopts preventive measure within the sphere of its influence to limit the risk of misuse of confidential information within the Direct Banking services. These measures are described in detail in the Direct Banking Services Handbook (encryption, etc.).
- 14.5.2. The Client shall be obliged to protect the Personal security features of direct banking (in particular the identification number of the Client, the password to access direct banking, the MB Application Code, and the authorisation SMS code sent to the telephone) against loss, theft or misuse. For security reasons, the Bank shall never require the MB Application Code to be communicated to the Bank.
- 14.5.3. At his/her own expense, the Client is obliged to adopt measures aimed at ensuring security of the Personal security features of the Direct Banking services and other confidential information within the Direct Banking services which are technically feasible and reasonable in view of the usual risks of breach of protection of confidential information, and to this end, the Client agrees to comply especially with the following preventive and security measures and procedures to ensure security of confidential information:
- i) not to write down the Personal security features of the Direct Banking services, not to store them on any permanent data carriers, or to store them separately from each other beyond reach of other persons, and not to write them down in a manner enabling their association with the relevant Banking Service;
  - ii) not to enter the Personal security features of the Direct Banking services in front of any other person, not to disclose the Personal security features of the Direct Banking services to any other persons, not even family members and close relatives; furthermore, not to allow automatic saving of the Personal security features of the Direct Banking services for access to the Direct Banking services, especially if the given communication equipment is used by several persons;
  - iii) to set the optional Personal security features of the Direct Banking services based on the rules set out in the Direct Banking Services Handbook, especially without any clear link to him/herself or to his/her close relatives, and to regularly update them;
  - iv) be the sole user of the Telephone Number, used only for the Account held by the Customer. Accounts of two different Customers may not be served by using one Telephone Number.
  - v) to change the Personal security features of the Direct Banking services exclusively at a Point of Sale or via the Client Centre or on the tab IB / MB Settings / Internet banking services. The Telephone number for sending Authorisation SMS can only be changed at a Point of Sale or via the Client Centre;
  - vi) to change the optional Personal security features of the Direct Banking services immediately in case there is any suspicion of their disclosure;
  - vii) not to send the Personal security features of the Direct Banking services, Client's personal data or PIN on any request sent by e-mail, SMS or via social networks, and to notify any such request to the Client Centre without undue delay. The Bank never requests such data in electronic communication with the Client;
  - viii) to always enter the Personal security features of the Direct Banking services exclusively at <https://www.equabanking.cz/>, in a credible browser and check that the browser does not display a security warning, e.g. as to credibility of the SSL server certificate, before entering the Personal security features of the Direct Banking services;
  - ix) to use the Direct Banking services exclusively on devices and in networks that are properly secured against misuse of confidential information. The Client may not use the Direct Banking services especially in internet cafés and on other publicly accessible devices, or on devices where there is not a sufficient degree of certainty that they are secured against misuse of confidential information;
  - x) to legally secure the device for the use of the Direct Banking services by means of anti-virus and anti-spyware protection, as well as a firewall, and to regularly update these protection features, as well as the operating system of the given device. Furthermore, the Client is obliged to update the programmes in a standard way and to regularly check information on new threats, viruses, spyware, etc. and provide for the protection of the device accordingly;

- xi) not to download and install freely accessible programmes in respect of which he/she cannot be sure that they do not contain viruses or spyware on the device used for the Direct Banking services and to secure the device against remote access by other persons;
- xii) in case of insufficient knowledge of the security settings of the device that will be used for the Direct Banking services, to contact the Client Centre or an expert in cybernetic security;
- xiii) to make use of the option of monitoring movements of funds in the Account(s);
- xiv) to protect the Telephone used for receiving Authorisation SMS similarly in terms of technology as the device used for the Direct Banking services (i.e. by means of anti-virus and anti-spyware protection, as well as by a firewall) and to regularly update these protective features and secure the Telephone against remote access by other persons;
- xv) to keep the Telephone Number under control at all times and not to lend it to other individuals without sufficient supervision over their use of the telephone;
- xvi) to only install applications from trusted sources on the phone in the Phone and never to install applications from e-mail or websites other than those of official distributors due to possible virus infection. To only use the official stores: Apple iTunes, Google Play or Windows Marketplace, alternately the Samsung Galaxy Apps. The Client is advised to prohibit the installation of applications from unknown sources and to enable notification before the installation of potentially harmful applications;
- xvii) to inform the Bank immediately at a Point of Sale or via the Client Centre in case of a suspicion of any bug in the Direct Banking services, or an error, loss, theft or misuse in relation to the Personal security features of the Direct Banking services (e.g. destruction, loss or theft of the device used for the Direct Banking services or the Telephone or a virus attack) or in relation to making or receiving Payment Transactions, and subsequently co-operate with the Bank effectively in implementing remedial measures proposed by the Bank. In case of any such notice, the Bank may block the use of the Direct Banking services.
- xviii) Do not use MB on telephones on which a root or a jailbreak or other intervention in the software of the telephone has been made.
- xix) Do not use MB on telephones which run applications allowing screens to overlap (overlay).
- xx) Do not match MB on telephones on which any other individual has saved his/her biometric data. Do not allow another person to register his/her biometric data on a telephone used by the Client for MB.

Non-compliance with these measures and procedures can lead to misuse of confidential information or Personal security features of the Direct Banking services and cause damage to the Client or a third party. The Bank may consider any non-compliance with these measures and rules a gross negligence. As a result of such negligence, the Client is fully liable for any and all damage caused to the Client or a third party until the time when the loss, theft or misuse of the Personal security features of the Direct Banking services or other confidential information within the Direct Banking services is reported to the Bank.

- 14.5.4. When using the Equa Identity, the Customer shall furthermore be obliged to handle the electronic identification means with due care, minimising the risk of its misuse. In particular, the Customer shall be obliged to protect the electronic identification means against loss, theft, misuse, and use by a person other than the Customer. The Customer shall also be obliged to prevent an alteration or another unauthorised action which would result in a change of nature, purpose or characteristic of the electronic identification means.
- 14.5.5. The Customer shall be obliged to immediately inform the Bank of a misuse or an imminent misuse of his/her electronic identification means.
- 14.5.6. The Bank shall be liable for the damage incurred as a result of the use of the electronic identification means pursuant to eIDAS Regulation and the Civil Code. The Customer shall be liable for his/her damage and the damage of third parties incurred as a result of breach of security and other rules for Equa Identity pursuant to the BTC, the Agreement, the Direct Banking Manual, and any other instructions of the Bank, which will result in a misuse of the electronic identification means of the Customer, no sooner than at the moment when the Customer informs the Bank of the misuse or an imminent misuse of the electronic identification means.

## 15. DEBITING AND CREDITING OF FUNDS

### 15.1. Time of Execution of Payments

- 15.1.1. The Bank's obligation to make any payment to the Client is deemed to be performed once the respective amount is credited to the Client's Account maintained by the Bank unless expressly agreed otherwise in the Agreement.
- 15.1.2. The Client's obligation to make any payments to the Bank is deemed to be performed once the respective amount is debited to the Client's Account maintained by the Bank unless expressly agreed otherwise in the Agreement.
- 15.1.3. Unless agreed otherwise in the Agreement, the Bank shall also credit/debit amounts to the Client's account on days other than Business Days. The Client is obliged to ensure that the Account has a sufficient balance for payment of his/her debt as of the due date - if the debt is to be paid by its debiting to the Client's Account.

## 15.2. No deductions

- 15.2.1. The Client shall make all payments under the Agreement in full and without any deductions (including tax deductions) unless such deductions are required under the general legal regulations. If the Client makes any deduction on the grounds of such legal duty, the amount of the Client's debt will be increased so that the Bank receives an amount equal to the original value, thus excluding the impact of the tax deduction.
- 15.2.2. All payments to be made by the Client to the Bank under the Agreement are exclusive of VAT. If the Bank becomes liable to pay VAT in connection with any payment under the Agreement (including payments aimed at compensating costs or damage to the Bank), the Client shall be obliged to make the respective payment to the Bank together with the corresponding amount of VAT.
- 15.2.3. As a taxpayer, the Bank makes tax deductions (including tax deductions from interest revenues from Banking Services) in accordance with the applicable laws and other general legal regulations valid in the Czech Republic, except where an applicable international double taxation treaty requires otherwise.

## 15.3. Sequence of payment of receivables

- 15.3.1. If the Bank has several due receivables from the Client, any funds which the Bank receives or collects from the Client or any third party or which the Bank receives as proceeds from the sale of security shall be used to cover due receivables of the Bank from the Client in the manner and order specified by the Bank.

## 16. OTHER RIGHTS OF The BANK

- 16.1. With regard to its legal duty to proceed with diligence in the provision of Banking Services, the Bank may conduct an Evaluation before the execution of the Agreement and also at any time during the contractual relationship. The Client agrees to provide the Bank with all requested collaboration, especially to disclose information and provide documents requested by the Bank or otherwise enable the Bank's access to necessary information and documents.
- 16.2. The provision of certain Banking Services, their extent or other conditions of mutual obligations between the Bank and the Client may be conditional on a certain amount of Credit Income in one or more Client's accounts maintained by the Bank. If this condition is not met, the Bank may limit or discontinue the provision of the relevant Banking Services.
- 16.3. The Client agrees that the Bank in case of a dispute with the Client, the Bank may use any records, recordings and copies of documents made in accordance with the Agreement as evidence.
- 16.4. The Bank shall be authorised to update the data of the Customer provided to the Bank in connection with the Agreement or any of its Amendments or when performing any Banking Service as well as other personal data of the Customer maintained by the Bank based on information provided by the National Identification and Authentication Point or information systems of public administration pursuant to the Act on Banks. When providing Banking Services to the Customer, the Bank shall be obliged to use updated data.

## 17. EVENTS OF DEFAULT AND CONSEQUENCES OF EVENTS OF DEFAULT

- 17.1. In case of an Event of Default, the Bank may, if it decides not to use its entitlement to withdraw from the Agreement or before it makes such step:
- (a) suspend or limit provision of Banking Services to the Client until the Event of Default and/or its consequences are remedied; or
  - (b) impose a Remedial Measure on the Client.
- 17.2. An Event of Default occurs if:
- (a) the Client breaches any of his/her obligations under any Agreement;
  - (b) the Client is in delay in performing any (financial or non-financial) obligation to the Bank or a third party;
  - (c) it is found that a representation or warranty made the Client to the Bank was false, incorrect or substantially incomplete at a time when it was made;
  - (d) funds provided by the Bank are or were used by the Client or a third party at variance with the purpose or manner agreed in the Agreement;
  - (e) the Client has failed to provide the Bank with collaboration in Evaluation or inspection;
  - (f) the Client has failed to provide or complement the required security or has otherwise failed to fulfil conditions of security agreed in the Agreement;
  - (g) the Client has failed to adopt Remedial Measures or has failed to perform obligations comprised in an adopted Remedial Measure properly and in due time;
  - (h) the Client has failed to perform any notification obligation which the Client has towards the Bank based on any Agreement or other arrangements or based on general legal regulations, or has failed to prove the source of funds or the purpose of a payment transaction;

- (i) mutual trust between the Bank and the Client has been substantially undermined as a result of the Client's conduct;
- (j) the Client is insolvent or the Client's insolvency is imminent or steps have been taken to initiate insolvency proceedings or to initiate the process of liquidation or an event has occurred which would have an effect similar to the effect of any of the events mentioned in this article according to laws of some other jurisdiction if such laws are decisive for the assessment of the respective event;
- (k) the Client has announced the intention to cease performing any of his/her obligations or has entered into negotiations with his/her creditor(s) regarding postponement of the due date of any of his/her liabilities;
- (l) the provision of any Banking Service to the Client is at variance with applicable legal or regulatory rules binding on the Bank.

## 18. FINAL PROVISIONS

- 18.1. The Bank holds a banking licence pursuant to the Banks Act issued by the Czech National Bank. The Bank's activities are subject to supervision of the Czech National Bank with its seat at Na Prikope 28, 115 03 Prague 1.
- 18.2. The Bank's activities, when providing Equa identity as the administrator of qualified system according to Act on Electronic Identification, are subject to supervision of the Ministry of the Interior with its seat at Nad Stolou 3, 170 34 Praha 7.
- 18.3. If the T&C, PTC or Terms and Conditions of Payment Services require on the Bank to publish any notifications, other communications or documents, the Bank shall publish them on the Bank's Homepage unless the Agreement expressly stipulates otherwise.
- 18.4. The Bank shall provide Banking Services to the full extent on Business Days. In view of local customs, the Bank may determine certain other days on which the Bank will not provide Banking Services or, on the contrary, provide Banking Services beyond the standard period of time.
- 18.5. If the T&C, PTC, a Contractual Document or any other document are also drawn up in another language version in addition to Czech or bilingually, the Czech version shall always prevail.
- 18.6. If any provision of the Agreement becomes invalid, ineffective or unenforceable in any respect under the applicable law, this shall be without prejudice to the validity, effectiveness, enforceability or legal perfection of the remaining provisions. In these cases, the Bank and the Client agree to replace such invalid, ineffective or unenforceable provision without undue delay with a valid, effective and enforceable provision which most closely matches the intent and purpose of the original provision.
- 18.7. All information intended for the Client concerning Banking Services, including up-to-date versions of the T&C, PTC, the Terms and Conditions of Payment Services and Price Lists will be made available in public areas of the Points of Sale, on the Bank's Homepage or in some other suitable manner.
- 18.8. Legal relationships concerning the provision of Banking Services shall be governed by the laws of the Czech Republic.
- 18.9. Any disputes between the Client and the Bank regarding Banking Services shall be resolved by the courts of the Czech Republic.
- 18.10. In the event of a dispute between the Client and the Bank concerning
- (a) the provision of Payment Services, or
  - (b) an offer, provision or brokering of a consumer loan in accordance with the Consumer Loans Act, the Client may submit the dispute to a financial arbitrator acting under Financial Arbitrator Act.
- 18.11. The Client may also file a complaint concerning Banking Services with the Czech National Bank.
- 18.12. The T&C shall become effective as of 26th March 2021.

## 19. DEFINITIONS

Capitalised terms shall have the following meaning unless these T&C indicate otherwise:

**Account** – means Client's account opened and maintained by the Bank based on the Agreement.

**Adjusted Credit Turnover** – means the sum of amounts credited to a Current Account during every calendar month subject to a minimum amount that has been agreed and/or published; the sum of credited amounts does not include transfers from any other Client's Account including Savings Accounts, transfers from internal Bank's accounts, credit interest income from funds in the Client's Accounts maintained by the Bank, cash deposits and withdrawals in a similar amount, and transfers from other accounts of the Client's Group, which the Client shall communicate to the Bank based on the Client's specific notification obligation or which shall be identified as accounts of the Client's Group within an Evaluation or inspection of conditions unless the Bank determines otherwise in a decision published by the Bank.

**Agreement** – means an agreement on provision of a certain Banking Service or Payment Service concluded between the Bank and the Client or an agreement securing receivables from Banking Services concluded by the Bank and the provider of the security; reference to an Agreement means a reference to the contents of the contractual relationship, including provisions of the relevant business terms and conditions (T&C, PTC, Terms and Conditions of Payment Services) and Price Lists.

**Anti-Money Laundering Act** – means Act No. 253/2008 Coll., on certain measures against legalising the proceeds of crime and financing terrorism, as amended.

**Authorisation SMS Code** – means a set of authorisation numbers used by the Client to authorise his/her instructions. An Authorisation SMS Code is sent as a text message (SMS) to the Client's mobile telephone number.

**Bank** – means Equa bank a.s., Id. No.: 471 16 102, with its registered office in Prague 8, at Karolinská 661/4, Postal Code 186 00, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1830.

**Banking Services** – mean all banking services and products provided by the Bank to the Client.

**Banks Act** – means Act No. 21/1992 Coll., on banks, as amended.

**Bank's Group** – means a group of legal entities formed by Equa bank a.s. and by all legal entities which are directly or indirectly controlled by Equa bank a.s.

**Bank's Homepage** – means the Bank's website, i.e. [www.equabank.cz](http://www.equabank.cz).

**Biometric Data** – may be fingerprints, face or voice recognition saved by a biometric scanner built into the telephone used for direct banking, typical behaviours of the Customer when performing Payment Transactions.. The biometric data used by the biometric scanner are neither saved nor processed in the systems of the Bank nor in MB. The data are in no way processed, but are used by the mobile operating system for the local unlocking of the relevant signature keys from the secure repository of the telephone. The Bank shall not be liable for any incorrect functioning of the biometric scanner on the telephone or any risks arising from possible errors in its functioning.

**Business Day** – means any day on which Points of Sale are open and intra-bank or interbank transactions are settled; for payments in a currency other than Czech crowns, this is any day on which banks are open and foreign exchange transactions are settled in the Czech Republic and in the main financial centre for the currency in which payments are made. A financial centre is a place where interest rates are quoted for the respective currency and payments in such currency are settled.

**Civil Code** – means Act No. 89/2012 Coll., the Civil Code, as amended.

**Client** – means an individual who enters into business negotiations with the Bank with a view to the provision of a Banking Service or a Payment Service, or an individual who has entered into a Framework Agreement regardless of whether the respective individual is designated as a Client or otherwise in the relevant Framework Agreement; for the avoidance of doubt, the Client also means an individual with an access right to the Client's Account – Representative or another Card Holder, as appropriate.

**Client Centre** – means a customer service line which may be used to establish further products or change parameters of the Agreement, conduct Payment Transactions and fulfil other Client's requests, as well as to report a loss, theft or misuse of a Card; the telephone number is listed on the Bank's Homepage and on the rear side of a Card.

**Client's Group** – means a group consisting of persons controlled by the Client, who control the Client or are under common control of third parties together with the Client, and also any guarantor, avalist or a person providing another security for Client's liabilities as well as persons controlled by this guarantor or person providing security, persons who control this guarantor or person providing security and persons who are under control of third parties together with this guarantor or person providing security, in all mentioned cases both directly and indirectly, and furthermore, by persons closely related to the Client or the Client's guarantors or persons providing security pursuant to Section 22 of the Civil Code or some other provision replacing the cited provision, and persons who are controlled by any person closely related to the Client or the Client's guarantor or person providing security.

**Consumer Loans Act** – means Act No. 145/2010 Coll., on consumer loans and amending certain laws, as amended.

**Contractual Document** – means provisions governing the contractual relationship under an Agreement which are arranged specifically for the given Agreement (e.g. they are not included in the T&C, PTC or the Price List).

**Credit Income** – means the sum of amounts credited to an Account maintained for the Client by the Bank during every calendar month; the sum of credited amounts does not include transfers from any other Client's Account maintained by the Bank including term deposit, transfers from Bank's internal accounts and credit interest income from funds in the Client's Accounts maintained by the Bank unless the Bank determines otherwise in a decision published by the Bank.

**Direct Banking** – Direct Banking services include, in particular, internet, mobile, and telephone banking.

**Direct Banking Services Handbook** – means the Bank's handbook for Direct Banking Services, available on the Bank's Homepage.

**Distance Agreement** – an agreement concluded using a remote communication means, in particular direct banking.

**eIDAS Regulation** – shall mean the Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

**E-PIN** – a four-to-eight-digit personal identification code to be selected by the Customer in order to verify his/her identity when performing card Payment Transactions, secured with 3D Secure, as well as authorisations of such payments on the Internet.



**Equa Identity** – shall mean a Direct Banking Service, consisting in provision of identification services pursuant to Section 1(4) of the Act on Banks.

**Evaluation** – means an evaluation of the Client and any members of the Client's Group carried out by the Bank in terms of the Client's ability to pay all Bank's receivables which have arisen or may arise for the Bank from the Client or members of the Client's Group in connection with execution of any Agreement, and also an evaluation of the extent and value of any security provided in respect of receivables from Banking Services, including an evaluation of individuals providing such security in terms of their potential ability to meet obligations arising from such liability.

**Events of Default** – are facts that constitute grounds for withdrawal from the Agreement by the Bank pursuant to paragraph 17.2 T&C; their scope may be further extended by the Product Terms and Conditions or a Contractual Document.

**Exchange Rate List** – means an overview of exchange rates used by the Bank, published on the Bank's Homepage.

**Fees** – mean fees, bonuses and other compensations for services provided by the Bank; the amount and method of calculation of the Fees are specified in the Price Lists.

**Financial Arbitrator Act** – means Act No. 229/2002 Coll., on financial arbitrators, as amended.

**Framework Agreement** – means the Agreement on Provision of Banking and Payment Services of Equa bank a.s.

**IB** – means the internet banking application within Direct Banking.

**Interest Rate List** – means a list of interest rates for products offered by the Bank.

**International Co-operation in Tax Administration Act** – means Act No. 164/2013 Coll., on international co-operation in tax administration and amending other related laws, as amended by Statutory Measure of the Senate No. 344/2013 Coll., as amended.

**MB** – means the mobile internet banking application within Direct Banking.

**National Identification and Authentication Point** – shall mean the National Identification and Authentication Point pursuant to Section 3(1)(c) et seq of the Act 250/2017 Coll., on Electronic Identification.

**Password** – shall mean an access code selected by the Customer, which along with other security features enables Authentication when accessing Direct Banking and Authorisation of requests when using Direct Banking.

**Payment Services Act** – means Act No. 370/2017 Coll., on payment services, as amended.

**Personal Security Features** – personal data which are provided to the Customer by the provider of payment services to verify his/her identity or validity of a specific Payment Means used, e.g. PIN codes, E-PIN, Application Code of MB, gestures, one-off SMS codes sent to a preferred Telephone Number, user number, user name, Biometric Data.

**PIN** – has the meaning defined in the Product Terms and Conditions for Current Accounts, Term Accounts and Debit Cards of Equa bank a.s., or means a four-digit personal identification code for verifying the Client's authorisation to access the MB or TB.

**Point of Sale** – means a branch or other business premises of the Bank in the Czech Republic.

**Product Terms and Conditions (PTC)** – mean special business terms and conditions issued by the Bank for individual product and service types.

**Price List** – means a document containing the current amount of Fees charged by the Bank for the provision of Banking Services and Payment Services.

**Remedial Measure** – means an instruction of the Bank to the Client to adopt a certain measure to eliminate or mitigate the consequences of an Event of Default.

**Representative** – means an individual who is authorised to act vis-à-vis the Bank for the Client within the scope specified by the Client based on a power of attorney, a general legal regulation or a decision of a competent authority (legal representative, guardian); an individual who merely delivers a communication signed by the Client to the Bank is not considered a Representative.

**Request** – means a document containing data required by the Bank which was generated (a) in that the Client filled it in and sent it from the Bank's Homepage, (b) as an output of a telephone call between the Client and the Bank or an Authorised Company within which the Client provided the necessary data, (c) by entering necessary data which the Client provided to the Bank's representative, (d) by means of a request entered in Direct Banking Service.

**TB** – means telephone banking within Direct Banking.

**Telephone** – a mobile telephone or a similar mobile communication device activated in a network of any provider in the Czech Republic.

**Telephone number** – a telephone number to which authorisation SMS are sent to the Customer and which is maintained in the systems as the primary telephone number of the Customer.