



SBERBANK

**Business Terms
and Conditions
for Homebanking**

Effective as of
1 January 2014

BUSINESS TERMS AND CONDITIONS FOR HOMEBANKING

Part I/ Introductory Provisions

- (1) These Business Terms and Conditions for Homebanking (the "**Terms and Conditions**") stipulate binding rules for electronic communication with the bank – Homebanking between Sberbank CZ, a.s., Co. Reg. No. 25083325, registered in the Commercial Register with the Municipal Court in Prague, File No. B 4353 (the "**Bank**") and its clients (the "**Client**").
- (2) The Client is understood to be a person or entity that entered with the Bank into an Agreement on Electronic Communication between Bank and Client – Homebanking (the "**Agreement**"), i.e. the account holder.
- (3) A user is understood to be a person authorised by the Client in the Agreement to access electronically the Client's accounts through Homebanking.
- (4) An active user is understood to be a user authorised in the Agreement to monitor the Client's account balance and to carry out the active operations stated below in Part II/ Paragraph 2 hereof.
- (5) A passive user is understood to be a user authorised in the Agreement to monitor the Client's account balance, i.e. to work with summaries of executed payment transactions and to obtain information on the account balance.
- (6) It is the Client's fundamental obligation to abide by the Agreement and these Terms and Conditions and to ensure that the users fulfil their obligations set forth in the Agreement and these Terms and Conditions.
- (7) The user's authorisation to access the Client's accounts terminates upon the Bank's receiving a written cancellation of the user's power of attorney made by the Client or a written cancellation of the power of attorney made by the user.
 - i) create and submit a request for establishing/changing/cancelling a standing order in CZK;
 - j) create and submit direct debit permission in CZK or its cancellation;
 - k) create and submit a request for establishing/changing/cancelling a SIPO noncash payment;
 - l) create and submit a request for changing a payment card's settings (i.e., settings related to the card's limit, resending the PIN), request for payment card renewal;
 - m) create and submit a request for changing personal information;
 - n) work with summaries of executed payment transactions and obtain information on the account balance;
 - o) receive lists of exchange rates and reference tables;
 - p) communicate with the Bank through an electronic mail message in Homebanking (the "**Mail Message**"); and
 - q) accept electronic documents, especially information about payment orders not executed by the Bank, under the condition that the Client has so agreed with the Bank in the agreement for the relevant current account.

Part II/ Description

- (1) Homebanking is an electronic banking service that provides the Client and Homebanking users with electronic access to the Client's account(s) (the "Account") maintained by the Bank.
- (2) The Client and, on his behalf, the active Homebanking users may carry out the following operations with the Bank using electronic communication by means of Homebanking:
 - a) create and submit to the Bank multiple domestic payment orders (also stating a future payment date);
 - b) create and submit to the Bank urgent multiple domestic payment orders;
 - c) create and submit to the Bank multiple domestic collection orders (also stating a future payment date);
 - d) create and submit to the Bank multiple foreign payment orders (also stating a future payment date);
 - e) create and submit to the Bank multiple intrabank foreign currency payment orders (also stating a future payment date);
 - f) create and submit to the Bank a request for establishing a one-time time deposit;
 - g) create and submit to the Bank a request for establishing a revolving time deposit;
 - h) create and submit to the Bank a request for a changing or cancelling a revolving time deposit;

Part III/ Technical Conditions for Client for Providing Service

- (1) Minimum hardware requirements for the Client, without which the service cannot be provided:
 - a) IBM PC compatible;
 - b) 133 MHz processor or higher;
 - c) 32 MB RAM;
 - d) 150 MB free space on the hard disk; and
 - e) internet connection or connection for modem communication and a modem.
- (2) Software requirements for the Client, without which the service cannot be provided:
 - a) 32-bit operating system – Microsoft Windows 98 SE, ME, NT 4.0 – min. SP 6/2000/XP/Vista.

Part IV/ Rights and Obligations of Parties, Security

- (1) The Bank undertakes to provide to the Client upon signing the Agreement an installation package consisting of:
 - a) Homebanking software on CD-ROM (the "**Application**"); and
 - b) security envelopes with access data (passwords).
- (2) When taking over the security envelopes, the Client has to make sure that they are not damaged. The Client is responsible for handing over the security envelopes to the respective users. In case that the envelopes are physically damaged, the Client or, on his behalf, the Homebanking

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users have to report this fact immediately to a person representing the Bank.

- (3) All access data of the Homebanking users contained in the security envelopes is strictly confidential. The Client and users have to make sure that the data are not disclosed to any unauthorised third party.
- (4) The Bank does not provide any user's access data to any person other than the respective Homebanking user.
- (5) The Client may install Homebanking by himself, unless he requests the Bank to do so. In such case, Homebanking installation and training for the Client and users are provided, on behalf of the Bank, by an Electronic Banking Specialist (the "**Bank Staff**") or an external company. The Client appoints a person in the Agreement who has to be present at the installation and to provide required assistance to the Bank Staff or of the external company providing the installation and training. In particular, such person provides for inspection of the Agreement, thus allowing setting up and activating the Homebanking service correctly.
- (6) The Client and Homebanking users have to use the application solely for electronic communication with the Bank and in accordance with the instructions described in the User Manual.
- (7) The Client and Homebanking users may not copy the application or provide it to third parties.
- (8) In case of loss or theft of passwords or other access data, or if there is a reasonable concern that a third party may have learned of access data that could allow him to misuse the Client's Account, or if any other concerns regarding misuse of the Account arise, the parties notify one another about such situation without delay. The Client or, on his behalf, the Homebanking user has to report the aforementioned fact immediately to the Bank in one of the following manners
 - a) at the internet banking help line (tel.: 800 133 144, ext. 6), Monday–Thursday 8 am – 6 pm, Friday 8 am – 4 pm; or
 - b) in writing at any time to the email address homebanking@sberbankcz.cz; or
 - c) during the Call Centre's hours of operation at Infoline 800 133 444; or
 - d) in person at any Point of Sale of the Bank.

Immediately after making the report in accordance with the preceding provisions of this paragraph, the Client has to confirm the notification by submitting a written Request for Blocking Electronic Access

- (9) The Bank may also block the access on its own initiative for reasons of security of the electronic access, especially given suspicion of its unauthorised or fraudulent use. The Bank informs the Client of the blocking and the reasons for doing so before blocking the electronic access, or, if that is not possible, immediately thereafter (this does not apply, however, if providing this information could impede the purpose of the blocking or would contradict other legal regulations). The notification is carried out by telephone. The Bank unblocks the electronic access as soon as the reasons for blocking subside. The Client may request unblocking in writing at any Point of Sale of the Bank.
- (10) On the day of blocking the electronic access to the Accounts, the Bank verifies with the Client's cooperation all electronic transactions that have not been processed.

- (11) For security reasons or due to system maintenance, the Bank may interrupt the user's access to Homebanking in urgent cases without prior notice or suspend the provision of certain or all Homebanking services. The Bank has to inform the Client of such circumstance without undue delay by means of the Mail Message in the application.
- (12) The Client bears any loss from unauthorised payment transactions up to a total amount of EUR 150 (one hundred fifty) if such loss was caused by the use of lost or stolen access data in a case that the Client did not ensure its protection in the agreed manner.
- (13) The Client fully bears any loss from unauthorised payment transactions if such loss occurred in association with the Client's fraudulent activity or because he, intentionally or from gross negligence, breached any of the obligations stipulated in Section 101 of Act No. 284/2009 Sb., governing the payments, as amended.
- (14) With the exception of when the Client acts fraudulently, he bears no loss from unauthorised payment transactions if the loss occurred after the Client had notified the Bank of a loss, theft, misuse or unauthorised use of access data, or if the Bank did not ensure that the Client had at his disposal adequate means enabling him at any time to report its loss, theft, misuse or unauthorised use.

Part VI/ Processing Terms and Conditions

- (1) The Client and the active Homebanking user may submit a payment order to the Bank pursuant to Part II hereof no earlier than 90 (ninety) days before the payment date. Standing orders must be submitted at the latest 2 (two) banking business days before the first payment date.
- (2) Unless the Client or the user specifies a later payment date, the Bank processes payment orders on the day of a payment order's submission, assuming it is submitted to the Bank within the agreed times, the so-called cut-off times, which are stated in the General Business Terms and Conditions. The Bank processes payment orders that it receives after the aforementioned time limits on the following banking business day, unless the Client and the user specify a later payment date.
- (3) The Bank credits and debits the funds to and from the Client's Accounts during the banking business day.
- (4) The Bank informs the Client of payment transactions executed through Homebanking in a summary of executed payment transactions, which the Client and users can download through Homebanking from the Bank's communication server always on the banking business day following the day of the Bank's execution of the payment transaction.
- (5) Any order submitted electronically through Homebanking can be retracted until the time that it is received pursuant to the General Business Terms and Conditions. In agreement with the Bank, the Client may retract a payment order (with the exception of an authorised debit) even after its receipt by the Bank, but solely on the condition that the payment has not yet been sent from the Bank, or, in the case of a transfer within the Bank, it has not yet been executed. A request for retracting a payment order must be made in the form of a mail message in the Homebanking application or a written request submitted to the Bank's branch. Only an active Homebanking user may submit a request.

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Part VI/ Execution of Domestic and Foreign Payment Orders

Domestic Payment Orders

- (1) To send a domestic urgent payment, the Client and user have to use an electronic domestic express multiple order form.

Foreign Payment Orders

- (1) If the Client and user require certain foreign payments to be processed "urgently" (priority), the Urgent checkbox must be ticked in the payment order.
- (2) In the case of a request for carrying out a payment by cheque, the Information for the Bank field includes "PAYMENT BY CHEQUE". The Bank debits all fees from the Client's Account (the final recipient receives the whole amount by cheque).
- (3) Payment orders for transfers between the Accounts within the Bank in different currencies and for transfers between the Accounts within the Bank in the same foreign currency and payment orders from the Accounts maintained in a currency other than CZK to another domestic bank are made using an electronic intrabank foreign currency multiple payment order form.
- (4) If the above requirements are not met, the Bank does not carry out the payment and the Client is informed accordingly through the Mail Message in the Homebanking application or by telephone.
- (5) The Bank executes currency conversions according to the exchange rate established and announced by the Bank pursuant to Part Four/ Chapter VI/ Article 1 of the General Business Terms and Conditions at the time of executing an order. The Bank may change the Exchange Rate List until the time of processing the payment order. Such change, however, must be executed in a neutral way. Unless agreed otherwise, the Bank executes a foreign payment order or intrabank foreign currency payment order using the transfer buy / transfer sell rate valid at the time of processing the payment order. The exchange rates used by the Bank are available to the Client at the Bank's Points of Sale as well as on the Bank's website at www.sberbankcz.cz. Exchange rates available from the Homebanking application are of an informative character only.

Part VII/ Prices for Services

- (1) For services provided by the Bank, the Client is charged fees stipulated in the valid List of Fees. Unless agreed otherwise, fees are debited from the Account specified by the Client. The Bank nevertheless may debit the fees from any other Account maintained for the Client.
- (2) Fees are understood to include, in particular, a one-off fee for the application, a regular fee for using the Homebanking service, and a fee for resending security envelopes. A fee for executing a domestic payment, a foreign payment, or an intrabank payment, as well as an extra charge for an urgent payment and a fee for retracting a payment order are debited from the Account from which the payment was made.
- (3) The List of Fees is available in the business premises at all the Bank's points of sale as well as on the Bank's website www.sberbankcz.cz.

Part VIII/ Claims Settlement

- (1) The Client (or, on his behalf, an active Homebanking user) may exercise his right to file a claim relating to a defective Homebanking installation and/or training provided by the Bank Staff or external company's staff authorised to provide the same (as regards standard work with Homebanking that permits the transactions described in Part II hereof) and to do so no later than within 30 (thirty) days from the day of such installation and training.
- (2) The Client (or, on his behalf, an active Homebanking user) has without undue delay to check whether the payment transactions stated on an account statement were authorised and charged correctly. If the Client finds discrepancies in the charging of payment transactions, he may, in a verifiable manner, file a claim with the Bank regarding the errors that are found, and has to do so immediately after their finding, but at latest within 13 (thirteen) months after the funds have been debited from the Account. The Bank verifies the claims filed by the Client or Homebanking user within the established time limit. Other terms and conditions are presented in the Bank's Claims Code, which is available in the business premises at all the Bank's points of sale as well as on the Bank's website www.sberbankcz.cz.
- (3) If a complaint regarding an erroneous transaction and filed in accordance with these Terms and Conditions is unsuccessful and the Client is not satisfied with its resolution, the Client may seek redress in court or from the Financial Arbiter that resolves disputes between issuers and holders in relation to issuing and using electronic payment instruments pursuant to Act No. 229/2002 Sb., governing financial arbitration. This does not affect the Client's right also to seek redress in court.

Part IX/ Changes in Agreement/Terms and Conditions

- (1) The Bank may amend these Terms and Conditions pursuant to Part Six/ Article IV of the General Business Terms and Conditions.

Part X/ Final Provisions

- (1) If any of the provisions hereof contradict a provision of the General Business Terms and Conditions, the respective provision hereof prevails.
- (2) The Agreement is governed by Czech law.
- (3) These Terms and Conditions are effective from 1 January 2014, replacing the Terms and Conditions of 28 February 2013.

Part XI/ Important Agreements

- (1) **The Client has properly understood the Agreement and the Terms and Conditions and in particular explicitly accepts the arrangements set forth in Part VII/ Paragraph 1 hereof, according to which for services provided by the Bank, the Client is charged fees stipulated in the valid List of Fees. Unless agreed otherwise, fees are debited from the Account specified by the Client. The Bank nevertheless may debit the fees from any other Account maintained for the Client.**