



SBERBANK

Business Terms and Conditions for Multicash

Effective as of
1 January 2014

BUSINESS TERMS AND CONDITIONS FOR ELECTRONIC COMMUNICATION WITH BANK – MULTICASH

Part I/ Introductory Provisions

- (1) These Business Terms and Conditions for Multicash (the “**Terms and Conditions**”) stipulate binding rules for electronic communication with the bank – Multicash 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) These Terms and Conditions correspond to the Czech National Bank’s model business terms and conditions for issue and use of electronic payment instruments, dated 4 December 2002, with the following differences:

When the Client notifies the Bank by telephone about loss/theft of software, discovery of an unauthorised operation, mistake, or any other discrepancy in account maintenance, the Bank does not provide the Client with a proof of notification. Telephone notifications may be made only during the business hours of the Bank’s headquarters.

The Bank does not take responsibility automatically for a non-executed or improperly executed transaction without prior investigation of a submitted claim.

Part II/ Description

- (1) Multicash is an electronic banking service providing the Client with electronic access to his account(s) (the “**Account**”) maintained by the Bank.
- (2) The Client may use electronic communication with the Bank by means of Multicash for submitting domestic payment orders, direct debit requests, foreign payment orders, requests for opening a time deposit and requests for transacting with a time deposit, for working with account statements, and for receiving information on the account balance, lists of exchange rates, reference tables, and text messages from the Bank.

Part III/ Technical Requirements

- (1) Minimum required hardware for the Client:
 - a) PC with Pentium 75 MHz processor or higher;
 - b) 16 MB RAM;
 - c) at least 20 MB free space on the hard disc (depending on the number of installed modules);
 - d) 1.44 MB floppy disc drive;
 - e) CD drive;
 - f) colour monitor;
 - g) mouse;
 - h) printer; and
 - i) modem – analogue/ISDN.
- (2) Client’s software:
 - a) Windows operating system.

Part IV/ Application Software

- (1) The application software includes:
 - a) Multicash software installed on the Client’s technical equipment;
 - b) floppy disc(s) for electronic communication with the Bank (including a BPD file = file containing banking parameters storing the key data for access to the Bank)

enabling sending of payment orders and receiving of information about the Client’s accounts (account statements, preset account operations) and exchange rates;

- c) floppy disc for user “admin2” – primary user in the software installation; user with unlimited authorisation with the exception of authorisation for electronic communication with the Bank; and
- d) user manual on CD.

Part V/ Rights and Obligations of Parties, Security

- (1) The Bank undertakes to supply the Client with the appropriate application software for electronic communication with the Bank, including installation on the Client’s technical equipment corresponding to the Bank’s specified requirements, after signing the Agreement.
- (2) Together with the application software, the Bank provides the Client with identification code(s) enabling access to and use of the Multicash system.
- (3) All such data is strictly confidential. The Client has to make sure that confidential data is not disclosed to any unauthorised third party.
- (4) The Client has to use the application software solely for electronic communication with the Bank and in accordance with the instructions described in the User Manual.
- (5) The Bank reserves the right to change the User Manual at any time and agrees to inform the Client immediately about any such change by means of a message sent through the program.
- (6) The Client may not copy the application software or provide it to any third party.
- (7) The parties immediately inform each other about any loss or cause for suspected disclosure of confidential data to a third party that could enable the party’s unauthorised use of the Client’s account by phone during the business hours of the Bank’s headquarters and subsequently confirm the information in writing. The Client may also make the notification by email to multicash@sberbankcz.cz.
- (8) In addition, the Client has to notify the Bank about any transaction for which he did not submit the order as well as about any errors or discrepancies in account maintenance immediately after their discovery.
- (9) The Bank blocks electronic access to the account based on the Client’s instruction or on its own initiative in the case of justified suspicion of misuse.
- (10) Potential costs incurred in connection with blocking electronic access to the account are covered by the Client. If the reason for blocking electronic access is the Bank’s negligence, then the costs are covered by the Bank.
- (11) For security reasons or due to system maintenance, the Bank may interrupt access to Multicash in urgent cases or suspend the provision of certain or all Multicash services without prior notice. The Bank has to inform the Client of such circumstance without undue delay by means of a message sent through the program.
- (12) The Bank takes responsibility for potential damage incurred by the Client in connection with using the Multicash system in cases when the damage ensued from a violation of the Bank’s obligations.

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- (13) The Bank takes no responsibility for potential damage incurred by the Client resulting from the Client's gross negligence, breach of his obligations established in the Agreement and the Terms and Conditions, or fraud.

Part VI/ Processing Terms and Conditions

- (1) The Client may submit a payment order to the Bank no earlier than 30 (thirty) days before the payment date. If the payment date falls on a non-working day or holiday, the Bank performs the payment on the next business day.
- (2) Unless the Client specifies a later payment date, the Bank processes payment orders on the same day provided the data are submitted to the Bank within the cut-off times stipulated by the Bank.
These cut-off times are specified on the notice boards in the Bank's business premises and on its website www.sber-bankcz.cz.
- (3) The Bank processes payment orders that it receives after the specified cut-off times on the following banking business day, unless the Client specifies a later payment date.
- (4) The Bank executes a payment order only if the form is correctly filled out and the balance on the account at the time of processing the order is sufficient for completing the transaction. The Client takes responsibility for the correctness of the data provided in payment orders.
- (5) The Bank credits and debits the funds to and from the Client's accounts during the banking business day.
- (6) The Bank informs the Client about the processing of payment orders by means of account statements (and, in the case of foreign payments, by payment notice). The Client can download these statements (notices) from the Bank's communication server on the business day following the day of the Bank's processing of the payment order.
- (7) Any order becomes irrevocable once received by the Bank. Cancellations are only possible in very exceptional cases, on prior agreement with the Bank, and on condition that the Bank has not yet executed the payment.

Part VII/ Execution of Domestic and Foreign Payment Orders

Domestic Payment Orders

- (1) If the Client requires certain domestic payments to be processed as "urgent (express)", in addition to the order a printed payment order form must be sent by fax to fax no. 00420 543 525 507 containing the text "Urgent payment request", indicating the requested payment and date, and bearing the signature according to the signature specimen.

Foreign Payment Orders

- (1) All foreign payment orders must have a payment title entered in the field Statistical code pursuant to Czech National Bank Decree No. 183 from 16 April 2002.
- (2) If the Client requires certain foreign payments to be processed as "urgent (express)", the text "URGENT PAYMENT" must be entered in the field Payment purpose.
- (3) In case of a request for carrying out a payment by cheque, the Payment purpose field must include "PAYMENT BY CHEQUE". The Bank debits all fees from the account of the party submitting the order (the final recipient receives the whole amount by cheque).

- (4) All payment orders, so-called conversions (transfers between accounts maintained by the Bank in different currencies, transfers between accounts maintained by the Bank in the same foreign currency, and payment orders in CZK from foreign currency accounts to Czech banks), must always include the Bank's code 6800 in the field Name of recipient's bank and the recipient's full banking information, including bank code (e.g. 123456789/6800), in the field Recipient's account.
- (5) These payment orders must be submitted using the foreign payment order form.
- (6) The amount in CZK displayed when filling out a foreign payment order is only informative (the system uses the transfer mid-rate for conversion).
- (7) The Bank does not execute the payment unless all of the above requirements are fulfilled and the Client is informed by means of a message sent through the program.
- (8) The Bank takes no responsibility for exchange rates used for processing of foreign payment orders effective at the moment of receiving the order from the Client. The Bank processes the foreign payment order using the exchange rate effective at the time of processing the payment order. For payment transactions exceeding CZK 1 million (or its equivalent in the respective foreign currency), the Bank reserves the right to specify the exchange rate according to the actual interbank rate.

Part VIII/ 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 installation, a one-off fee for activation, and a regular fee for using the Multicash service. Fees for executing a domestic payment or foreign payment, as well as an extra charge for an express payment are debited from the account from which the payment was made.

Part IX/ Claims Settlement

- (1) The Client may exercise his right to file a claim concerning transactions executed through the Multicash system no later than 30 (thirty) days after the transaction settlement date. The deadline for claim settlement depends on the type of transaction and reason for the claim. The Bank informs the Client about the claim settlement in writing.

Part X/ Change in 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 XI/ 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.

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- (3) These Terms and Conditions are effective from 1 January 2014, replacing the Terms and Conditions of 28 February 2013.

Part XII/ Important Agreements

The Client has properly understood the Agreement and the Terms and Conditions and in particular explicitly accepts the arrangements set forth in:

- (1) Part I/ Paragraph 2 hereof, according to which when the Client notifies the Bank by telephone about loss/theft of software or discovery of an unauthorised operation, mistake or any other discrepancy in account maintenance, the Bank does not provide the Client with a proof of notification. Telephone notifications may be made only during the business hours of the Bank's headquarters.

The Bank does not take responsibility automatically for a non-executed or improperly executed transaction without prior investigation of a submitted claim.

- (2) Part VIII/ 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.