

Business Terms and Conditions for Electronic Communication with the Bank – Internet banking



Effective as of 5 February 2010

I. Initial Provisions

- (1) These Business Terms and Conditions (hereinafter just the "Terms and Conditions") form an integral part of the Contract on Electronic Communication between the Bank and Client – Internet banking (hereinafter just the "Contract"). The Contract is governed by Czech law, and in particular the Commercial Code, as amended.

II. Definition of Terms and Product Description

- (1) Internet banking is an electronic banking service that provides the client and Internet banking users with electronic access to the client's account or accounts (hereinafter just the "account") maintained by the bank.
- (2) The client is understood to be the person or entity that concluded the Contract with the bank (i.e., the account holder).
- (3) The user is understood to be a person authorised by the client in the Contract to access electronically the client's accounts through Internet banking.
- (4) User authentication is the verification of the user's identity upon his or her login into Internet banking. It is secured by the so-called access data or by a combination of the access data, PIN and token code.
- (5) Authorisation is the confirmation of operations listed in para. 10 of this Article of the Terms and Conditions by a particular authorised Internet banking user. Operations are confirmed by means of a signature certificate or token, and the selected method of authorising active operations is stated in the Contract. The client can ask the bank to change the method of authorisation by changing the Contract. Both methods of authentication as well as authorisation of active operations are encrypted with the bank's server certificate. More detailed terms and conditions of both methods of authorisation are stipulated below in paragraphs 12 and 13 of this Article of the Terms and Conditions.
- (6) An active user is understood to be a user authorised in the Contract to monitor the client's account balance and to carry out the active operations stated below in para. 10 of this Article of the Terms and Conditions.
- (7) A passive user is understood to be a user authorised in the Contract to monitor the client's account balance and to carry out the operations stated below in para. 11 of this Article of the Terms and Conditions.
- (8) It is the client's fundamental obligation to abide by the Contract and these Terms and Conditions and to ensure that the users will fulfil their obligations set forth in the Contract and these Terms and Conditions and follow the instructions on the bank's website www.volksbank.cz in the Internet banking application and User Manual section.
- (9) The user's authorisation to access the client's accounts through Internet banking terminates at latest on the banking business day following the bank's receiving a written cancellation of the user's power of attorney made by the client or a written notice of cancellation of the power of attorney made by the user.
- (10) The client and, on his or her behalf, the active Internet banking users are entitled to carry out the following operations with the bank using electronic communication by means of Internet banking:
 - a) creating and sending to the bank single and multiple domestic payment orders (also stating a future payment date),
 - b) creating and sending to the bank urgent domestic payment orders with a current payment date,
 - c) creating and sending to the bank domestic collection orders,
 - d) creating and sending to the bank foreign payment orders (also stating a future payment date),
 - e) creating and sending to the bank intrabank foreign currency payment orders (also stating a future payment date),
 - f) creating and sending to the bank requests for establishing/changing/cancelling a standing order in CZK,
 - g) creating and sending to the bank requests for establishing/changing/cancelling a SIPO noncash payment,
 - h) creating and sending to the bank requests for establishing/changing/cancelling an authorised debit in CZK up to a limit that is not limited in time and relates individually for each individual request for executing a debit,
 - i) creating and sending to the bank requests for establishing a one-time time deposit,
 - j) creating and sending to the bank requests for establishing/changing/cancelling a revolving time deposit,
 - k) creating and sending to the bank requests for changing a payment card's settings (i.e., settings related to the card's limit, resending the PIN), request for a payment card renewal,
 - l) creating and sending to the bank requests for changing contact information,
 - m) communicating with the bank through electronic mail messages in the application, i.e. general requests (hereinafter just "mail messages"),
 - n) creating templates for domestic, collection and foreign payment orders,

- o) establishing notification messages in the application, i.e. sending information about the account or available balance at a certain time in the form of an SMS message to the provided telephone number or in the form of an email message to the provided email address,
- p) working with summaries of executed payment transactions and obtaining information on the account balance,
- q) receiving lists of exchange rates and interest rates established by the bank,
- r) working with the register of partners for domestic and foreign payment orders, and
- s) accepting electronic documents by means of the Electronic Archive, in particular an electronic account statement and information about payment orders not executed by the bank, under the condition that the client has so agreed with the bank in the contract for the relevant current account.

(11) The client and, on his or her behalf, the passive Internet banking users are entitled to carry out the following operations with the bank using electronic communication by means of Internet banking:

- a) working with summaries of executed payment transactions and obtaining information on the account balance,
- b) receiving lists of exchange rates and interest rates established by the bank,
- c) working with the register of partners for domestic and foreign payment orders, and
- d) accepting electronic documents by means of the Electronic Archive, in particular an electronic account statement and information about payment orders not executed by the bank, under the condition that the client has so agreed with the bank in the contract for the relevant current account.

(12) **Authorisation by means of a signature certificate** – The security of operations in Internet banking is ensured by the access data that the user shall receive from the bank and the passwords that the user chooses in the application. The access data is issued in security envelopes.

- a) The signature certificate is a 1,024-bit digital certificate, which is protected by a password.
- b) To access Internet banking, an active user who will use the signature certificate shall use the login name and password that are received in security envelopes from the bank.

The user cannot himself or herself change the login name in the Internet banking application. Only the bank is entitled to change the login name on the basis of an authorised request from an Internet banking user or a written request signed by the user.

The user creates a signature certificate, which will be protected by its own password, based on the access data for the signature certificate. Using the signature certificate, the user can

carry out the active operations listed in para. 10 of this Article of the Terms and Conditions. The signature certificate is valid for 365 days. Thirty days before its expiration, the user is asked in the Internet banking application to renew it. Neither the password to the created signature certificate nor the certificate itself can be changed. The user can create a new certificate with a new password in the section "Certificates" on the basis of a valid certificate.

The password to Internet banking, which is generated by the bank and which the user shall receive in a security envelope, is valid for 3 months from the day of activating the user's access in the bank's server (hereinafter just "user activation"). If the password is used for the first time after the aforementioned time limit, Internet banking is automatically blocked for reasons of security.

The password to Internet banking must be changed by the active user after the first login within 3 months from the date of user activation and at least once per year thereafter. The password created by the user is valid for 365 days, after which begins a 3-month period in which it is necessary to change the password, otherwise Internet banking will be blocked for security reasons.

The user will be provided with new access data upon the client's request. The fee for creating new access data is stipulated by the valid List of Fees.

- c) A passive user does not create the signature certificate. Such user can use Internet banking for the passive operations listed in para. 11 of this Article of the Terms and Conditions. To access Internet banking, the passive user shall use the login name and password that are received in security envelopes from the bank.

The user cannot himself or herself change the login name in the Internet banking application. Only the bank is entitled to change the login name on the basis of a written request signed by the user.

The password to Internet banking, which is generated by the bank and which the user shall receive in a security envelope, is valid for 3 months from the day of the user's activation. If the password is used for the first time after the aforementioned time limit, Internet banking is automatically blocked for reasons of security.

The password to Internet banking must be changed by the passive user after the first login within 3 months from the date of user activation and at least once a year thereafter. The password created by the user is valid for 365 days, after which begins a 3-month period in which it is necessary to change the password, otherwise Internet banking will be blocked for security reasons. The user will subsequently be provided with new access data upon the client's request. The fee for

creating new access data is stipulated by the valid List of Fees.

- (13) **Authorisation by means of the token** – Another type of security is a combination of the access data handed over to the user by the bank in a security envelope and working with a token according to the User Manual. The user shall receive the token in person from the bank, and a fee according to the valid List of Fees will be charged for its issuance.
- a) The token is a generator of one-time authorisation keys, so-called token codes.
 - b) The token serves for authenticating a user in the application, authorising active operations listed in para. 10 of this Article of the Terms and Conditions, and monitoring passive operations listed in para. 11 of this Article of the Terms and Conditions.
 - c) Entering the login name, PIN (except for the first login, which is carried out by entering the login name and the token code), and the token code serves for user authentication. The user cannot himself or herself change the login name in the Internet banking application. Only the bank is entitled to change the login name on the basis of a previous authorised request of the Internet banking user or a written request signed by the user.
 - d) The procedure for the first and each subsequent login of an active or passive user by means of a token is described in the User Manual on the bank's website www.volksbank.cz.
 - e) The token is the property of Volksbank CZ, a.s. The token is handed over to each user in person at a branch of Volksbank CZ, a.s. or in a Volksbank SHOP. The user does not become the owner of the token upon accepting it.
 - f) The user is entitled to replacement of the token after its expiry date, or at the earliest 30 days before its expiration, pursuant to the valid List of Fees or, if the device does not work properly, free of charge. The client and user are guaranteed use of the token until the end of its service life. The bank settles any claim of the client in accordance with its Claims Code.
- (14) Other procedures (i.e. renewal and creation of a new signature certificate, validity of passwords and certificates, their properties, and use of the token and signature certificate) are presented in the User Manual in accordance with Article IV, para. 10 of these Terms and Conditions.

III. Technical Conditions for the Client for Providing the Service

- (1) Minimum hardware requirements for the client, without which the service cannot be provided:
 - PC with Pentium 133 MHz processor or higher
 - internet connection
- (2) Minimum software requirements for the client, without which the service cannot be provided:
 - 32-bit operating system – MS Windows platform (W98 SE, ME, NT4.0+SP6, W2000, XP, Vista)

- Internet Explorer 6.0
- support of Java Sun 1.6 (only for signature certificate)

IV. Rights and Obligations of the Contracting Parties, Ensuring Security

- (1) The bank undertakes to provide to the client and the users the appropriate access information to enable them to communicate with the bank electronically. The method of taking over the access information is stipulated in the Contract.
- (2) The client and user install the Internet banking system themselves according to the instructions found on the bank's website www.volksbank.cz.
- (3) The technical equipment upon which Internet banking is installed must comply with the bank's requirements.
- (4) The bank is obliged to activate electronic access to accounts within 3 (three) banking business days from the day of concluding the Contract. Other terms for processing changes are listed in the Contract.
- (5) In the case of using Internet banking for active operations by means of the signature certificate, the bank shall issue to the user in person or by post two security envelopes with the data necessary for accessing the Internet banking system.
- (6) In the case of using Internet banking by means of the token, the bank shall issue the token to the user in person and a security envelope with the data necessary for accessing the Internet banking system in person or by post. The user is obliged to use the token solely for authentication in Internet banking and for authorisation of the active operations under Article II, para. 10 of the Terms and Conditions. The token is powered by a battery which is constructed for the full service life of the token. Neither the client nor the user is entitled to attempt to change the battery or otherwise repair it. In case of any problems with the token, the client and user shall contact a bank employee or Volksbank SHOP staff member and ask for replacement of the token. The client is liable for any damage incurred by the bank due to unauthorised manipulation with the token. The client and user are obliged to return the token to the bank upon the Contract's termination.
- (7) When taking over the security envelopes, the client/user is obliged to make sure that they are not damaged. In case that the envelopes are physically damaged, the client/user is obliged to report this fact immediately to a person representing the bank. If the security envelopes were sent by post, he or she must ask for a receipt of damaged delivery from the post office and present this document to the bank. The bank is then obliged to block the access to Internet banking without delay after receiving the information pursuant to para. 11 of this Article of the Terms and Conditions and subsequently to examine whether there occurred an unauthorised use of funds or disclosure of information accessible in the application.
- (8) All access data of the Internet banking users contained in the security envelopes are strictly confidential. The users are obliged to make sure

that the data are not disclosed to any third person. The Internet banking user shall not disclose his or her PIN set in the Internet banking application to any third person or enable access to such PIN to any third person. Moreover, he or she shall not hand over the token, disclose a token code, or enable access to a token code to any third person.

- (9) The bank will not provide any user's access data to any person other than the respective Internet banking user.
- (10) The client and users are obliged to devote particular care when using the Internet banking system. The client and users are obliged in particular to use Internet banking solely for electronic communication with the bank and in accordance with the instructions described in the User Manual and to observe the rules listed in the "Commandments of Security" section *ibidem*.
- (11) In case of loss or theft of the PIN, passwords, the token 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 or her to misuse the client's account, or if any other concerns regarding misuse of the account will arise, the contracting parties will notify one another about such situation without delay. The client or, in his or her name, the Internet banking user is obliged to report the aforementioned fact immediately to the bank in one of the following manners:
- a) by telephone 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 e-mail address Internetbanking@volksbank.cz, or
 - c) during the Call Centre's business hours at 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 is obliged to confirm the notification by submitting a written Request for Blocking Electronic Access.

- (12) The bank may also block the electronic access on its own initiative for reasons of the security of the electronic access, especially given suspicion of its unauthorised or fraudulent use. The bank shall inform the client of the blocking and the reasons for doing so (this does not apply, however, if providing this information could impede the purpose of the blocking or would contradict other legal regulations) before blocking the electronic access, or, if that is not possible, immediately thereafter. The notification will be carried out by telephone. The bank shall unblock the electronic access as soon as the reasons for blocking subside. The client may request unblocking in writing at any branch of the bank.
- (13) On the day of blocking the electronic access to the accounts, the bank will verify all electronic transactions that have not been processed and those that are unauthorised will not be processed. The bank will verify with the client whether a payment order was actually authorised. In the

event that the bank does not manage to verify this fact with the client, the bank will not carry out these transactions until the client enables it to verify the transactions.

- (14) For security reasons or due to system maintenance, the bank is entitled in urgent cases to interrupt the user's access to Internet banking without prior notice or to suspend the provision of certain or all Internet banking services. The bank is obliged to inform the client of such circumstance without undue delay.
- (15) 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.
- (16) 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 or she, intentionally or from gross negligence, breached any of the obligations stipulated in Section 101 of Act No. 284/2009 Coll., on Payment Systems, as subsequently amended.
- (17) With the exception of when the client acts fraudulently, he or she 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 or her disposal adequate means enabling him or her at anytime to report its loss, theft, misuse or unauthorised use.

V. Processing Terms and Conditions

- (1) The client and active Internet banking user may submit a payment order to the bank pursuant to Article II of the Terms and Conditions no earlier than 90 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 will process 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 of Volksbank CZ, a.s. The bank will process payment orders that it receives after the aforementioned time limits on the following banking business day, unless the client and user specify a later payment date.
- (3) Applications pursuant to Article II, para. 10, letters f) through l) of the Terms and Conditions received by the bank after 5:00 p.m. on a banking business day will be processed by the bank on the following banking business day.
- (4) The bank is not liable for the accuracy of data contained in payment and other orders and applications pursuant to Article II of the Terms and Conditions.
- (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 of payment transactions executed through Internet banking in a summary of executed payment transactions, which is available to the client and users through Internet banking (i.e. from the bank's communication server) on the banking business day following the day of the bank's execution of the payment transaction.
- (7) Any order submitted electronically through Internet banking can be retracted until the time that it is received pursuant to the General Business Terms and Conditions of Volksbank CZ, a.s. In agreement with the bank, the client may retract a payment order (the exception being 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 Internet banking application or a written request submitted to the bank's branch, and only an active Internet banking user may do so.

VI. Execution of Domestic and Foreign Payment Orders

Domestic payment orders

- (1) If the client and user require certain domestic payments to be processed "urgently", the *Urgent* checkbox must be ticked in the payment order.

Foreign payment orders

- (1) If the client and user require certain foreign payments to be processed "urgently", the *Urgent (Priority payment)* checkbox must be ticked in the payment order.
- (2) In case of a request for carrying out a payment by cheque, the *Information for the bank* field shall include "TRANSACTION BY CHEQUE". The bank shall debit all fees to the client's account (the final recipient shall receive the whole amount by cheque).
- (3) Payment orders for transfers between accounts within Volksbank CZ, a.s. in different currencies and for transfers between accounts within Volksbank CZ, a.s. in the same foreign currency shall be made using an electronic intrabank foreign currency payment order form.
- (4) The bank executes conversion of currencies according to the exchange rate established and announced by the bank pursuant to paragraph 1 of Article VI ("Exchange rates used by the Bank") of the General Business Terms and Conditions at the time of executing an order. The bank is entitled to 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 will execute a foreign payment order or intrabank foreign currency payment order in accordance with the list of exchange rates for cheques purchase/cheques sale valid at the time of processing the payment order. The exchange rates used by the bank are accessible to the client at all branches of the bank as well as on the bank's website www.volksbank.cz and from the Internet banking application.

VII. Limits

- (1) An active user who uses a signature certificate for authorisation is entitled to transfer to the bank through Internet banking payment orders for outgoing payment transactions only up to the daily limit agreed in the Contract. In the case of active users with a signature certificate created before the effectiveness of these Terms and Conditions who have no limit agreed in the Contract, the aforementioned provision on the limit is effective from 1 April 2010, from which time these users will be entitled to transfer to the bank on a daily basis payment orders for outgoing payment transactions only up to CZK 20,000 per day.
- (2) An active user who uses a token for authorisation is entitled to transfer to the bank through Internet banking payment orders for outgoing payment transactions without any limit, unless agreed otherwise in the Contract.
- (3) The limit for outgoing payment transactions applies cumulatively to all accounts available to the user in Internet banking and to outgoing transactions made within the period for which the limit is set. The limit does not apply to outgoing transactions presented through Internet banking between accounts maintained at Volksbank CZ, a.s. within a single user access to these accounts and on the basis of standing orders. The limit is established for all accounts cumulatively. The user access is defined by the login name to Internet banking.
- (4) The limit is stated in the Contract in the domestic currency (CZK). If the client has accounts of different currencies available in Internet banking, the transactions from these accounts are for the purposes of the limit calculation converted using the current exchange rate according to the bank's Exchange Rate List.

VIII. Prices for Services

- (1) For services provided by the bank, the client will be charged fees established in the valid List of Fees. Unless agreed otherwise, fees are debited to the account specified by the client. The bank is nevertheless entitled to debit the fees to any other account maintained for the client.
- (2) Fees are understood to include, in particular: a one-time fee for issuing the token, a regular fee for using the Internet banking service, and a fee for reissuing access data. A fee for executing a domestic payment, a foreign payment, or an intrabank payment, as well as an extra charge for an urgent payment, a fee for retracting a payment order and other additional charges relating to payment are preferentially debited to the account from which the payment was made.
- (3) The bank's 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.volksbank.cz, and the client, by concluding the Contract, confirms that he or she has familiarised himself or herself with its content.

IX. Claims Settlement

- (1) The client (or, on his or her behalf, an active Internet banking user) is obliged without undue

delay to check whether the payment transactions stated on an account statement were authorised and charged correctly. Should the client find discrepancies in the charging of payment transactions, he or she is entitled, in a verifiable manner, to file a claim with the bank regarding the errors that are found, and is 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 will verify the claims filed by the client or Internet banking 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.volksbank.cz in the section "The Bank/Business Terms and Conditions".

- (2) 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, he or she shall be entitled to turn to the financial arbitrator that resolves disputes between issuers and holders in relation to issuing and using electronic payment instruments pursuant to Act No. 229/2002 Coll., on the Financial Arbitrator. The motion for proceedings before the financial arbitrator should be sent to Washingtonova 25, Prague 1, Postal Code 110 00.

IX. Changes in the Contract/Terms and Conditions

- (1) The bank is entitled to propose to the client a change in the Contract, including the Terms and Conditions and User Manual, and particularly in connection with changes in the legal regulations, changes in the current situation in financial markets or in the banking services markets. The bank shall notify the client of proposed changes by posting them in the business premises at all the bank's points of sale and on its website at the latest 2 (two) months prior to the date when any change should become effective. Within the same time period, the bank provides information about the changes by stating them in the account statement.
- (2) It is regarded that the client has accepted a proposed change if:
 - a) the bank proposed the change at the latest 2 (two) months prior to the date when it should become effective,
 - b) the client did not refuse the proposal in writing at latest on the banking business day prior to the proposed effectiveness of the changes,
 - c) the bank informed the client in the proposal of the consequences of non-refusal, and
 - d) the bank provided information in the proposal of the possibility to withdraw from the Contract according to the following paragraph of this Article of the Terms and Conditions.
- (3) In case that the client refused the proposal of the change according to this Article, he or she has the right to withdraw by notice from the Contract prior to the day when its change should become effective, without charge and with immediate effect. The notice of termination must be made in writing

and delivered to the bank prior to the date when the changes should become effective.

- (4) If the client refused pursuant to paragraph 3 of this Article of the Terms and Conditions to accept the proposed change in the Contract, then the bank is entitled to withdraw from the relevant Contract with immediate effect.

XI. Final Provisions

- (1) Should any of the provisions of these Terms and Conditions contradict a provision of the General Business Terms and Conditions of Volksbank CZ, a.s., the respective provision of these Terms and Conditions shall prevail.
- (2) These Terms and Conditions become effective from 5 February 2010 and replace the Business Terms and Conditions for Electronic Bank Contact – Internet banking from 31 October 2009.