



**This English version of the contractual document is for information only and is not legally valid. In the event of any discrepancies between the Czech and English versions, the Czech version shall prevail.**

These terms and conditions describe in detail the rights and duties arising from the Contract for the Provision of Expresní linka KB. Please read this document thoroughly. We shall gladly answer any of your questions.

## Article 1. Terms and Conditions of the Provision and Use of the Service

- 1.1 Expresní linka KB (hereinafter the "Service") can be used in the Czech Republic or from abroad at the telephone number +420 955 559 559 or at another telephone number we communicate to you, or in another manner we may specify. The User shall pay all telephone charges specified in the tariff of the particular telecommunication service provider.
- 1.2 You hereby acknowledge that, due to the nature of the Service, separate transactions can only be monitored by voice recording and each call made over the telephone line reserved for the Service shall accordingly be voice recorded. Such records shall serve as evidence and shall be used in case of any complaints.
- 1.3 The Service is available on Business Days from 8:00 to 20:00 hrs. We reserve the right to block access to the Service, to change or suspend the provision of the Service for as long as necessary (i) if this is required for serious reasons, in particular of a security nature, or (ii) if there is an increased risk that you shall not be able to repay the loan you are entitled to draw on using Orders submitted via the Service. We shall inform you in advance of this fact and the reasons for it, or if this is not possible, immediately afterwards by telephone, fax, email or registered letter, unless this is at variance with law. We shall be entitled to block access to the Service or suspend the provision of the Service in cases envisaged by law. We shall also be entitled to cancel or block User's access to the Service if it has been proved beyond all doubt that the given User is nor more entitled to act on your behalf.
- 1.4 We reserve the right to refuse to provide the Service to your legal representative or caretaker or, as the case may be, specify the manner in which such individuals may use the Service in your stead.
- 1.5 You may use the Service to access all your accounts we keep for you, unless agreed otherwise in the Contract. We shall provide you with the Service automatically so that you can access your accounts opened in future. You can use the Service through the agency of the Users. If you are the Client- natural person, you can either use the service personally as the User, or a User – Plenipotentiary may use it on your behalf. At the same time, you may use the service to access other Client's account as the User – Plenipotentiary or User – Statutory Body (in case of a Client – legal person). If you are the Client – legal person, a User – Statutory Body or User – Plenipotentiary may use the service on your behalf. The User – Plenipotentiary and User – Statutory Body have to enter into a separate Contract with us and, simultaneously, must be authorised to handle the funds in the Accounts using the Specimen Signature.
- 1.6 If you are the Client – legal person and your statutory body consists of multiple persons and two or more of its members must act together on your behalf, you shall authorise the User – Statutory Body with an exclusive power of attorney to use the Service separately in your stead. The power of attorney shall become effective for us by the third Business Day from the receipt (at the latest).
- 1.7 You cannot cancel or alter the power of attorney given to the Plenipotentiary or to the Statutory Body anywhere else but at the Point of sale that keeps the account from which we debit the fees for the use of the Service. The cancellation/alteration of the power of attorney shall become effective for us by 8:00 hrs of the Business Day after the day of the receipt (at the latest).
- 1.8 If the User confirms the inputted data during the telephone call while utilizing the Service, the request shall be irrevocably processed. We shall not assume any responsibility for faults and errors in the inputted data identified later.
- 1.9 We shall execute an Order submitted via the Service in accordance with the Contract even if, according to the Specimen Signature pertaining to the given Account, signatures of multiple persons should be annexed to such an Order as a rule so that the Order can be executed.
- 1.10 We shall be entitled to reject a submitted Order in cases envisaged by law.
- 1.11 As part of the Service, you can submit requests and take actions not explicitly enumerated in the Conditions, under special contracts entered into with us, provided that we allow for it as part of the Service and the relevant contracts make it possible. We shall accept the aforesaid actions on the condition that they shall be taken by the User authorised to take such actions in accordance with terms and conditions of the relevant contracts.

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- 1.12 As part of the Service, you can enter with us into contracts for the provision of Banking Services, or enter into contracts with other Bank's Financial Group Members through our mediation, provided that we allow for it. We shall specify the manner of entering into such contracts, depending on a specific kind of each contract and technical features of the Service. If you are the Client – legal person and we make it possible for you to enter into such a contract, it shall suffice that it is entered into by any of the Users – Statutory Bodies, notwithstanding the manner in which it represents you externally, unless we require otherwise in a specific case. To this end, you shall give to the User – Statutory Body a special power of attorney. The above provisions of this Article shall accordingly apply to executing amendments to existing contracts and submitting requests for entering into contracts. We reserve the right to limit the availability of the above actions taken via the Service to certain Clients and-or Users.

## Article 2. Contract

- 2.1 The Contract under which you use the Service shall be governed by the law of the Czech Republic, in particular by the Civil Code<sup>1</sup> starting from its effective date, even in case of Contracts entered into before that date. However, the execution of the Contract, as well as any and all rights and duties arising under the Contract before the effective date of the Civil Code, shall be judged based on previous law.
- 2.2 We may enter into a Contract with if we keep least one CZK current account for you. You shall pay fees for the Service depending on the type of the account from which the fees for the Service should be debited. We shall charge you with the fees for the use of the Service and other fees as per the Contract and Tariff of Fees, including fees for the use of the Service by Users, and shall debit them from the CZK current account specified in the Contract.
- 2.3 If you are the Client – consumer below 18 years of age, the special module Expresní linka KB – Pro nezletilce (telephone banking for minor clients) shall be automatically assigned to you upon your entering into the Contract. As soon as you attain 18 years of age, it shall be automatically changed to the Expresní linka KB – Standard module. You may not choose another type of the Service while you are below 18 years of age.
- 2.4 The mobile telephone number agreed upon for your identification can only be changed via the Service.
- 2.5 If you are the Client – natural person, you may choose in the Contract a specific security type (so-called security elements), in particular: namely a PIN code combined with a password and verifying questions. If you are the Client – Customer and, at the same time, a natural person (business), you shall use the same security elements in respect of your non-business and business Accounts when using the Service. The security type shall remain in force with respect to a newly established Service even in case that a previously executed Contract, in which the security type had been agreed, expires or is terminated. If you wish to choose another security type when entering into a new Contract, the security type agreed in such a Contract shall be also automatically applied to a Service provided on a basis of the previously executed Contract as soon as the new Contract becomes effective.
- 2.6 If you are the Client – consumer and natural person (business) at the same time, the security type associated with the use of the Service provided under previously executed Contracts shall always be altered, too, with the coming into the effect of an amendment to the Contract by which your security type is altered.

## Article 3. Limits

The following limits shall apply to Orders submitted via the Service:

### Service Limits

- 3.1 If you are the Client – natural person, The Service Limit shall not be decreased by payments made between your accounts kept with the Bank, with the exception of cases where funds are transferred:
- Between your accounts, of which one is intended for business and the other for non-business purposes;
  - Between several of your business accounts kept under different Company IDs (IČO).
- 3.2 If you are the Client – legal person, Orders to the debit of your Accounts shall decrease the Service Limit of the User who has submitted the particular Order.
- 3.3 The Service Limit shall not be decreased by instructions pursuant to a Contract on Procurement of Securities.

<sup>1</sup> Act No. 89/2012 Coll., the Civil Code, as amended.

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## Account Limits

- 3.4 The Account Limit is specified in the power of attorney by which you authorise the Plenipotentiary to use the Service with respect to your Accounts.
- 3.5 The Account Limit shall be decreased by all Orders submitted by the Plenipotentiary to the debit of the relevant Accounts.

## Joint Provisions for Limits

- 3.6 Both the Service Limit and Account Limit shall always be renewed (set to the agreed value) at 0:00 hrs (12:00 midnight).
- 3.7 The Service Limit and Account Limit shall be decreased at the moment at which an Order is submitted, regardless of the required date of payment (due date) of the respective order.
- 3.8 In case of a foreign currency Order, the Service Limit and Account Limit shall be decreased by an equivalent of the foreign currency amount expressed in CZK.

## Article 4. Modules of the Service

- 4.1 We provide the Service under the following modules that include, without limitation to them, the services listed below:
- **Expresní linka KB – Standard**
    - Automated voice system;
    - Payment Orders;
    - Standing Orders;
    - Direct debit mandate;
    - Delivery of mini-statements;
    - Provision of a debit card;
    - Provision of a credit card;
    - Notices;
    - Information about the balance in Accounts;
    - Transaction history of current Accounts for a given period of time;
    - Blacklisting of a debit/credit card; complaints related to the card;
    - Change of the PIN code or password;
    - Temporary blocking of access to the Service;
    - Identification/change/cancellation of the mobile telephone number agreed upon for the identification;
    - Services offered by the Bank's Financial Group Members.
  - **Expresní linka KB – Pro nezletilce (for minor clients)**
    - Automated voice system;
    - Payment Orders;
    - Standing Orders;
    - Delivery of mini-statements;
    - Notices;
    - Information about the balance in Accounts;
    - Transaction history of current Accounts for a given period of time;
    - Blacklisting of a debit card; handling of complaints related to this card;
    - Change of the PIN code or password;
    - Temporary blocking of access to the Service;
    - Identification/change/cancellation of the mobile telephone number agreed upon for the identification.
- 4.2 **Information about services and products provided via Expresní linka KB.** An overview of all services and products currently provided as part of the separate modules of the Service are available at our Internet pages or points of sale in a document titled "An Overview of Services and Products Provided via Expresní linka KB".

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## Article 5. Selected Services Delivered

### Automated Voice System

- 5.1** The automated voice system is part of the Services provided via the telephone lines we shall communicate to you. Any User may use this service.
- 5.2** The automated voice system allows for the following operations, without limitation to them, without an assistance of a telephone banker, by dialling numbers on a touch tone telephone keypad:
- Getting information on balances in current Accounts, including the option of being sent a notice;
  - Getting information on the transaction history of current Accounts, including the option of being sent a notice;
  - Getting information from our current exchange-rate list;
  - Being put through to a telephone banker.
- 5.3** Before getting access to the main menu of the automated voice system, the User may be identified and recognized by the system. The User shall be identified:
- By entering the identification number and PIN; or
  - Automatically, if a call is made from the recognized mobile telephone number agreed upon for the identification.

After the User is put through to the telephone banker, the telephone banker shall complete the verification of the User's identity by asking for the password or PIN code and password. Subsequently, the User may use the Service.

### Payment Services

- 5.4** You can use the Service to make payments through payment orders to the extent and under the terms and conditions set forth in the Notice on the Payment System.
- 5.5** In particular, you can submit Orders for outgoing payments denominated in CZK or a foreign currency, standing Orders, and direct debit mandates. Outgoing payment orders including currency conversion and should be executed at a given Business Day must be submitted on that Business Day by 17:00 hrs.

### Delivery of Mini-Statements

- 5.6** Any of the Users may request the mini-statement delivery.
- 5.7** A mini-statement is a shortened history of transactions of any of your current or saving Accounts.
- 5.8** Deliveries of these statements may be provided upon the User selection only for the period of 10, 20 or 30 days, and this only if at least one transaction has been made within the required period and the total number of transactions has not exceeded 60.
- 5.9** This statement can be sent to the User even to a specific address agreed to this purpose.

### Debit Cards

- 5.10** You may ask, via the Service, for entering into a contract, based on which he/she shall receive a debit card associated with your current Account. The Plenipotentiary cannot ask for entering into the contract. We reserve the right to refuse to enter into the contract even without giving a reason.
- 5.11** We shall hand over the debit card to the cardholder at the Bank's point of sale that keeps the current Account in association with which the debit card has been issued. An envelope with the card PIN code shall be delivered by post at the address provided upon the execution of the Contract.
- 5.12** You shall be entitled to use the Service, without limitation, in order to:
- Ask for changing the agreed terms and conditions of the contract based on which the debit card has been issued to the holder;
  - Ask for the activation/deactivation of the debit card via Internet;
  - Ask for the blacklisting of the debit card;
  - Lodge a complaint related to the debit card;
  - Ask for a repeated delivery of the debit card PIN code.

The Plenipotentiary shall have the following rights, provided that he/she is a debit card holder at the same

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time:

- Alter the card limit.

Otherwise the Plenipotentiary shall not have this right.

## Credit Cards

**5.13** You may ask, via the Service, for entering into a contract, based on which you she shall receive a personal credit card. We may issue two credit cards (at a maximum) under one contract. The Plenipotentiary cannot ask for entering into the contract. We reserve the right to refuse to enter into the contract even without giving a reason.

**5.14** You may enter into the contract at the point of sale of the Bank that keeps the Account from which we shall debit regular monthly instalments of the funds (credit) drawn through the credit card. We shall hand over the card to the holder at the aforesaid point of sale. An envelope with the card PIN code shall be delivered by post at the address provided upon the execution of the Contract.

**5.15** You shall be entitled to use the Service, without limitation, in order to:

- Pay a debt incurred with the card;
- Ask for the blacklisting of the card;
- Lodge a complaint related to the card;
- Ask for copies of statements of card transactions;
- Ask for a repeated delivery of the card PIN code.

The Plenipotentiary shall have the following rights, provided that he/she is a card holder at the same time:

- Ask for the activation/deactivation (enabling/disabling) of the use of the card for transactions made via Internet;
- Apply for the cashless drawdown of the credit from the credit card into a current account.

Otherwise the Plenipotentiary shall not have this right.

## Notices

**5.16** You shall be entitled to use the Service to ask for sending one-off notices regarding the actions executed via the Service. The notices shall be sent at one address in the form of a fax, e-mail or by post. The notices requested by an automated voice system shall be sent only in the form of SMS messages. We shall not send the notices repeatedly.

**5.17** You shall be entitled to ask via the Service for the rules to be set which shall govern the sending of regular notices related to your Accounts (e.g., the balance, movements/changes of the balance in the Account, transactions executed by a payment card issued in respect of the Account, due date of a deposit, etc.) or the sending of regular notices not directly associated with your Accounts (e.g., exchange rates, etc.). The Plenipotentiary shall not be entitled to ask for this service.

**5.18** If you should ask for a change or cancellation of a rule for sending regular notices via the Service, your request shall be put into effect at the latest on the Business Day following the date of the placing of the request.

**5.19** In case that, prior to the cancellation of the Service, you had also used another service that can be used for setting parameters of a notice, and you will keep using such a service afterwards, the rules set for sending the notices shall remain in force and may only be changed and/or cancelled via the aforesaid service.

**5.20** Notices dispatched by the Bank shall be considered sent off if they have been:

- Demonstrably sent to a mobile telephone network provider (for notices sent by an SMS message);
- Demonstrably sent at a specified fax number (for notices sent by fax);
- Sent at a specified e-mail address (for notices sent by e-mail);
- Sent at a specified address, i.e., handed over for delivery to the provider of postal services (for notices sent by post).

**5.21** Notices in the form of SMS messages may only be sent at telephone numbers of clients of selected domestic mobile telephone network providers.

**5.22** We shall not be held liable for any non-delivery or late delivery resulting from circumstances beyond our control, especially those caused by a mobile telephone network provider, public telephone lines or the Internet network. We shall not be responsible, either, for the activation and functionality of the service via which the addressee received SMS messages on his/her mobile phone. We shall only charge fees for notices that have been demonstrably sent.



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## Services Designed for Mobile Telephones

- 5.23** The mobile telephone services can only be used in association with services offered by mobile telephone providers in the Czech Republic and, without limitation, to the following extent:
- Recharging of prepaid SIM cards;
  - Mobile telephone bill payment.
- 5.24** The User can only make a mobile telephone bill payment by one-off payment order arranged to the debit of a CZK current. The mobile telephone services shall be available depending on a particular mobile telephone provider accessibility.

## Other Services

- 5.25** The User shall be entitled to ask via the Service for the change of his/her password and/or PIN code he/she uses within the framework of the agreed security type. We shall generate the new PIN code and send it to the User. Until the User receives the PIN code, he/she shall be temporarily denied access to the Service.
- 5.26** The User may use the Service at any time to identify, change or cancel the mobile telephone number agreed upon for the identification for the purpose of the use of the Service, even in case that such mobile telephone number has already been agreed upon in the Contract.
- 5.27** The User may ask via the Service that his/her access to the Service be temporarily blocked. In that case, the Service shall be inaccessible to the given User until they are unblocked. The User may only ask for unblocking of the Service in person at his point of sale.
- 5.28** Any User shall be entitled to get information on current balances in the Accounts and the transaction history with respect to the Accounts for last 30 days. We shall only provide the transaction history on the Accounts for the period the Account has been operated via the Service or any of direct banking services.
- 5.29** Information on Orders with advanced due dates may only be obtained at the point of sale of the Bank that keeps the particular Account in question to the debit of which the respective Order has been submitted.

## Securities

- 5.30** If you are the Client – consumer and you have entered with us into a Contract for the Procurement of Securities or the Contract for the Procurement of Investment Instruments, you can use this service, which is accessible on Business Days between 8:00 hrs and 18:00 hrs with except on days when the institution through which we would execute your instruction is closed. The Plenipotentiary cannot use this service.
- 5.31** You shall be entitled to submit the following instructions via the Service:
- Instruction for procurement of the purchase of a security;
  - Instruction for procurement of the sale of a security;
  - Instruction for participation in a primary auction upon the issue of a security;
  - Instruction for depositing money into a portfolio account – this concerns the transfer of funds from the current account specified in the Contract for the Procurement of Securities or in the Contract for the Procurement of Investment Instruments (if it is your account kept with us that can be operated via the Service) to the portfolio account;
  - Instruction for money withdrawal from a portfolio account – this concerns the transfer of funds from the portfolio account in to the current account specified in the Contract for the Procurement of Securities or in the Contract for the Procurement of Investment Instruments (if it is Client's account kept with the Bank that can be operated via the Service);
  - Instruction to change the limit price of a non-executed instruction or its non-executed part;
  - Instruction to cancel a non-executed instruction or its part.
- 5.32** We reserve the right to temporarily limit the acceptance of instructions via the Service, especially in the event of suspension of trading on the stock markets or technical unavailability of our system for securities trading.

## Investment Gold

- 5.33** If you are the Client – consumer and you have entered with us into a Contract for the Procurement of Investment Instruments, you can use this service, which is accessible on Business Days between 8:00 hrs and 18:00 hrs, except on days when a relevant institution through which we would execute your instruction

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is closed. The Plenipotentiary cannot use this service.

**5.34** You shall be entitled to submit the following instructions via the Service:

- Instruction for procurement of the purchase of gold;
- Instruction for collection of gold from safekeeping;
- Instruction for procurement of the sale of gold that is kept with the bank in bulk safekeeping;
- Instruction for depositing money into a portfolio account – this concerns the transfer of funds from the current account specified in the Contract for the Procurement of Investment Instruments (if it is your account kept with us that can be operated via the Service) to the portfolio account;
- Instruction for money withdrawal from a portfolio account – this concerns the transfer of funds from the portfolio account in to the current account specified in the in the Contract for the Procurement of Investment Instruments (if it is Client's account kept with the Bank that can be operated via the Service).

**5.35** We reserve the right to temporarily limit the acceptance of instructions via the Service, especially in the event of suspension of gold trading by the relevant counterparty.

## Services Offered by the Bank's Financial Group Members

### Insurance Against the Misuse of the Payment Card

**5.36** The debit/credit card holder may arrange non-life damage insurance coverage of the following, without limitation:

- Certain cases of a theft, robbery, or loss of cash withdrawn from an ATM;
- Theft or robbery of personal items carried around, including a mobile telephone and/or its misuse consisting in calling, sending SMS or MMS messages, and/or accessing the Internet, along with the reimbursement of a purchase price for a replacement mobile telephone, as long as a perpetrator demonstrably overcame obstacles or measures protecting the insured object against theft;
- Theft, robbery, or loss of identity papers and/or keys, if it occurs together with a theft or loss of the payment card;
- Reimbursement of selected bank fees charged by KB in relation to the loss or theft of the payment card – a fee for repeated sending of the PIN code, Emergency Cash Advance fee, fee for the issuance of a replacement card after blacklisting, fee for sending the card and PIN code abroad. More detailed information can be found in the relevant insurance terms and conditions.

## Article 6. English-Language Service

**6.1** The English-language version of the Service can be used in the Czech Republic or from abroad at the telephone number +420 955 551 551 or at another telephone number communicated by us, or in another manner specified by us. The User shall pay all telephone charges specified in the tariff of the particular telecommunication service provider. The English-language version of the Service is accessible only on Business Days from 8:00 hrs to 18:00 hrs Central European time.

**6.2** You may use the English-language version of the Service to access the following services, without limitation to them:

- Automated voice system;
- Outgoing Payment Orders;
- Standing Orders;
- Direct debit mandates;
- Mini-statement deliveries;
- Notices;
- Information about the balance in Accounts;
- Transaction history of an Account for a given period of time;
- Change of a PIN code or password;
- Temporary blocking of access to the Service;
- Identification/change/cancellation of the mobile telephone number agreed upon for the identification.

## Article 7. Complaints

**7.1** Complaints concerning the Service may be lodged at the telephone number reserved for the Service.

**7.2** Upon your request, we will provide you with information about the date, time and code of the telephone

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conversation.

## Article 8. Security of the Service and Your Duties

- 8.1** While using the Service, the User shall be identified depending on an agreed-upon security type, specifically by:
- (i) Identification number; or
  - (ii) Calling from the mobile telephone number agreed upon for the identification of the User, while the User's identity shall be further verified by PIN code, password and, if necessary, verifying questions.
- 8.2** The User shall be obliged to ensure that no third party shall gain knowledge of the security elements used by the User. We shall never disclose the security elements to third parties.
- 8.3** If a call is made from the mobile telephone number agreed upon for the identification of the User, we shall consider a calling person as the User with whom the aforesaid telephone number has been agreed. The User shall be obliged to notify us without any unnecessary delay if the agreed-upon mobile telephone number might be misused. A telephone number issued by a foreign mobile telephone services provider can be agreed upon for the purposes referred to in this Article, however only in case we allow for it.
- 8.4** If the User uses the PIN code security type, we shall generate his/her PIN code automatically. When receiving from a mail carrier an envelope containing the PIN code, the Holder shall be obliged to check its intactness. If the envelope shows signs of visible damage or tampering, the User shall be obliged to reject the envelope, ask the mail carrier to write a report documenting such damage or tampering, and hand over a copy of the report at his/her point of sale. Based on the report concerning the damaged or tampered envelope, and upon User's request, we shall send a new PIN code to the User. The User shall be obliged to destroy the envelope with the PIN code as soon as he/she memorizes the PIN code. The User with the PIN code security type shall be asked to enter a password when using the Service for the first time.
- 8.5** If the User discovers that an unauthorised third party has gained knowledge of the security elements used by him/her, he/she shall be obliged to notify us without any unnecessary delay and ask us to block access to the Service. Subsequently, we shall disable User's access to the Service. The User can also ask for the blocking of access to the Service at any of our points of sale.
- 8.6** If we find out that the Service has been used without authorisation, we shall be entitled to block access to them.
- 8.7** In case that the User forgets the PIN code and his/her identity is subsequently verified by verifying questions, we shall generate a new PIN code for the User. User's access to the Service shall be blocked until he/she receives the new PIN code. If the User knows neither the PIN code nor answers to the verifying questions, he/she shall obtain the information required for the new PIN code to be generated at his/her point of sale. If the User knows the PIN code without knowing the password, the verifying questions shall be used to verify his/her identity. If, eventually, the User is successfully identified, he/she shall choose a new password. If the verification fails, the User shall obtain information necessary for the further use of the Service at his/her point of sale.
- 8.8** The User can make two errors while entering the PIN code. His/her access to the Service shall be blocked after another incorrect attempt and we shall proceed in accordance with the foregoing Article.
- 8.9** Any mail sent from our call centre and subsequently returned back to the call centre as undelivered shall be shredded. Repeated delivery is not possible.
- 8.10** If you choose, in accordance with these Conditions, such a manner of delivery or address for delivery of mail and/or other messages that, as a consequence, the final recipient shall be other person than you, you acknowledge that we shall not be able to keep control and confidentiality of information that concerns you and is subject to bank secret.
- 8.11** You shall be obliged to check continuously whether the settlement reports (messages) correspond to the submitted Orders and whether we have executed or rejected the submitted Orders. You shall be obliged to notify us of any ascertained faults in the settlement of the Orders without any unnecessary delay. Belated notification may result in denial of your (or User's) claim for damages or titles arising from an unauthorised or erroneously performed payment transaction pursuant to the Notice on the Payment Service.
- 8.12** You shall discharge your duty to inform us, as required by these Conditions, through your Point of Sale, or over the telephone at the number reserved for the activation of the Service. Should you fail to fulfil the duty to inform us within 3 Business Days from the day on which such a duty has arisen without being prevented from doing so by particularly serious reasons, he/she shall be deemed to fail to notify us without any unnecessary delay.
- 8.13** We shall not be held liable for any unauthorised or erroneously performed payment transactions, for any



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damage suffered by you as a result of a breach of your duties set forth herein the Conditions, or for any loss or damage resulting from an incorrect authorisation or non-execution of an Order due to reasons caused by you or a payee.

- 8.14** We shall not be held liable for cases where the Service cannot be used due to circumstances beyond our control and/or beyond the control of our partners (e.g., power failure, interruption to the connection with the Bank via a public telephone/Internet network, strike etc.). Unless you are a Qualified Client, we shall not be obliged to demonstrate that we have followed the procedure that makes it possible to verify that an Order has been submitted, a particular payment transaction has been authorised, correctly documented and entered in the books, and it has not been affected by technical problems or other flaws.
- 8.15** Electronic communications networks (public telephone lines, mobile network lines, e-mail and fax) used for our mutual communication pursuant to these Conditions are beyond our direct control; we are therefore not liable for any damage caused by their potential misuse. The relevant providers of electronic communications services are obliged to secure the protection of these networks and the confidentiality of messages sent via the networks, as envisaged particularly in Act No. 127/2005 Coll., on Electronic Communications, as amended.
- 8.16** If you find out that access to the Service has been blocked, you shall be obliged to take any necessary steps to unblock or regain access to the Service without any unnecessary delay, so that you can access information about the Payment Services we provide to you via the Service pursuant to the Payments Act.
- 8.17** You shall be obliged to see to it that all Users shall familiarise themselves with the Conditions and abide by their provisions. You shall be held liable for any damage we may suffer as a result of your breaching your duties specified herein.

## Article 9. Termination of the Contract

- 9.1** The Contract shall expire/be terminated:
- At the date of the expiry/termination of a contract for opening and maintaining the Account from which we are entitled to debit the fees under the Contract;
  - In case of a change of the person for whom we keep the Account from which we are entitled to debit the fees under the Contract, as from the date on which we shall learn of such a change;
  - By a notice of termination served by either of the contracting parties. Both you and we shall be entitled to terminate the Contract in writing at any time without giving a reason. The notice of termination shall become effective at 8:00 hrs on the Business Day following the date of delivery thereof to the other contracting party, except in cases where we terminate a Contract with a Qualified Client, in which cases we shall be entitled to terminate the Contract in accordance with the General Conditions. You may also terminate the Contract via the Service at any time with an immediate effect; or
  - As at the Conclusive Date.
- 9.2** Our right to cancel the Contract in accordance with the General Conditions shall not be prejudiced by this provision.

## Article 10. Definition of Terms

- 10.1** Capitalised terms used herein shall have the following meaning:
- “Account”** shall be a current, deposit, term or credit account kept with the Bank and accessed via the Service.
- “Account Limit”** shall be the maximum allowed amount of funds in the User’s Account that can be handled per day by the User – Plenipotentiary via the Service.
- “Authorised Individual”** shall be a person listed in the Client’s Specimen Signature.
- “Bank”** shall mean Komerční banka, a.s., registered office at Praha 1, Na Příkopě 33/969, Postal Code: 114 07, IČO (Company ID): 45317054, entered in the Commercial Register kept at the Municipal Court in Prague, section B, insert 1360.
- “Banking Services”** shall mean any banking deals, products and services provided by the Bank based upon its banking licence, including investment services provided by the Bank acting as a security broker/dealer.
- “Bank’s Financial Group Member”** shall be Komerční pojišťovna, a.s., IČO (Company ID): 63998017; Všeobecná stavební spořitelna Komerční banky, a.s., IČO (Company ID): 60192852; KB Penzijní společnost a.s., IČO (Company ID): 61860018; ESSOX s.r.o., IČO (Company ID): 26764652, and other entities in which the Bank has or shall acquire an ownership interest consisting in a direct or indirect share in their registered capital.

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**“Business Day”** shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

**“Client”** shall mean a legal or natural person that has entered into the Contract with the Bank.

**“Client – Consumer”** shall mean a natural person who executes and performs the Contract for purposes not associated with his/her business or job activities, or a person requesting a provision of a Banking Service.

**“Client's Point of Sale”** shall mean the Bank's point of sale at which the Client has executed the Contract. The term “your point of sale” is used herein within the same meaning.

**“Conclusive Date”** shall be a day on which the Bank learns, in a trustworthy manner, about the death of a Client, i.e., a day on which conclusive documents of the fact that the Client died or was declared dead are delivered to the Client's Point of Sale (these documents can be, e.g., death certificate, a court or notary memorandum of performing the inheritance proceedings, decision of the court with a legal power clause concerning the declaration of the Client's death).

**“Conditions”** shall mean these Terms and Conditions of Expresní linka KB, which are the Product Terms and Conditions within the meaning of the General Conditions.

**“Contract”** shall mean the contract under which the Bank undertakes to provide the Client with Expresní linka KB.

**“Contract for Opening and Maintaining a Term Account”** shall be a contract under which the Bank opens and keeps for the Client a CZK term Account or foreign-currency term Account.

**“Contract for the Procurement of Investment Instruments”** shall mean a contract for the procurement of a purchase/sale of investment instruments.

**“Contract for the Procurement of Securities”** shall mean a contract for the procurement of a purchase/sale of securities (type P-Client).

**“Decalogue of the Security”** is a document in which basic principles of safe use of the Internet banking are defined, which the Bank is entitled to amend. The Bank has made Decalogue of the Security public on its Internet pages. It is also available at the Bank's points of sale. This document is not a Notice as envisaged in the General Conditions.

**“Exchange Rate”** or **“Rate”** shall mean an exchange rate published by the Bank.

**“General Conditions”** shall mean the General Business Terms and Conditions issued by the Bank.

**“Moment of Effectiveness”** shall mean the moment at which an Order is accepted as envisaged by the Payments Act, determined in accordance with these Conditions, the Notice on the Payment System and the Contract, at which all prerequisites shall be met as set forth by the Contract or by Law for (i) the acceptance of cash and an Order by the Bank (in case of depositing cash) or (ii) the debiting of funds from an Account (in case of cash withdrawal and other Orders), i.e., the moment at which the Bank shall (or should) receive or debit the funds.

**“Notices”** shall mean communications in which further conditions and technical features of providing the Banking Services are specified in accordance with the General Conditions or relevant Product Terms and Conditions. The following documents, without limitation to them, are not Notices: the Decalogue of the Security.

**“Notice on Interest Rates”** shall mean an overview of all interest rates applied to deposits and credits, as well as associated rates. This overview is not a Notice as envisaged in the General Conditions.

**“Order”** shall be a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction.

**“Payment Services”** shall be Banking Services falling within the scope of payment services as envisaged by the Payments Act (e.g., transfers of funds, issuing of payment instruments and withdrawing/depositing cash).

**“Plenipotentiary”** shall be a natural person who has entered into the Contract and is authorised by the Client based on a power of attorney to use the Service.

**“Product Terms and Conditions”** shall mean Bank's terms and conditions regulating the provision of separate Banking Services.

**“Qualified Client”** shall be a Client – Consumer with respect to the provision of Payment Services.

**“Service”** shall be Expresní linka KB provided by the Bank to the Client under the Contract and allowing the Client to use the services specified in these Conditions within the scope and framework of separate modules of Expresní linka KB. The modules shall be: Expresní linka KB – Standard; Expresní linka KB – Pro nezletilce (telephone banking for minor clients).

**“Service Limit”** shall be the maximum allowed amount of funds to be handled via the Service per day.

**“Specimen Signature”** is a model signature of an Authorised Individual accepted by the Bank, serving for the purposes of his/her identification while handling the funds in the Account, filing an application for the

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provision of a Banking Service, or taking other agreed-upon actions in association with a Banking Service. The Specimen Signature must have all particulars of a power of attorney.

**“Statutory Body”** shall be a natural person – statutory body of a legal person; member of a statutory body of a legal person; or another natural person in a position similar to that of a statutory body of a legal person, who is entitled to represent the legal person independently. For the purpose of these Conditions, the Statutory Body shall also be a natural person – statutory body of a legal person; member of a statutory body of a legal person; or another natural person in a position similar to that of a statutory body of a legal person, who is not entitled to represent the legal person independently according to the manner of acting of such legal person but has been granted by the Client a power of attorney to use the Service in accordance with these Conditions.

**“Tariff of Fees”** shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

**“User”** shall be a Client – natural person using the Service to access his/her Accounts; a Statutory Body; and a Plenipotentiary.

- 10.2** The placing of a request via the Service as envisaged herein shall mean the moment at which the telephone bankers repeats the inputted data to the User and the User approves them.
- 10.3** Any reference to Bank's Internet pages shall mean a reference to [www.kb.cz](http://www.kb.cz), [www.expresni-linka.cz](http://www.expresni-linka.cz), [www.mojebanka.cz](http://www.mojebanka.cz), or other Internet addresses the Bank currently uses or shall use in association with providing the Service.

## Article 11. Final Provisions

- 11.1** We are entitled to amend these Conditions from time to time in the manner set forth in the General Conditions.
- 11.2** These Conditions repeal and replace the Terms and Conditions of Expresní linka KB effective from 30 March 2021.
- 11.3** These Conditions come into effect as of 28 October 2022.

FOR INFORMATION ONLY