



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.

## Article 1. Introductory Provisions

- 1.1 The below Terms and Conditions of the Provision and Use of *MultiCash KB Service* (hereinafter the "**Conditions**") represent the Product Terms and Conditions as foreseen by the General Business Terms and Conditions of the Bank (hereinafter the "**General Conditions**"). The Conditions form part of the Contract and the Client is obliged to familiarise himself/herself with them and comply with them.
- 1.2 Terms in the Conditions that begin with a capital letter have the meanings defined in Article 11 hereof or in the General Conditions.
- 1.3 Transactions made under the payment system via the Service shall be governed by the Notice on the Payment System, unless indicated otherwise herein.

## Article 2. Service

- 2.1 The Service makes it possible for the Client to interchange data with the Bank regularly, in the form of electronic messages in a format prescribed by the Contract.
- 2.2 The Bank provides the Service to the Client on the basis of the Contract and other documents expected by the Bank, without which the Service cannot be provided and used. A set of specific instructions intended for operating the Service is contained in the Handbook, which the Client shall receive in an electronic form as soon as the Service is made available. The Client shall be obliged to abide by the provisions thereof.
- 2.3 The Contract is governed by the law of the Czech Republic, mainly by the Civil Code<sup>1</sup>, from the day, when Civil Code become effective, even if the Contract was signed before this effective day; formation of the Contract and the rights and obligations arising before the effective date of the Civil Code is considered under the existing legislation.
- 2.4 The necessary prerequisite for the Service to be provided is that:
  - The Client is the owner of a CZK current account kept with the Bank,
  - The User has presented his/her Public Key to the Bank,
  - The Client has been provided with a Client's *MultiCash* application,
  - The Client has been connected to the Service via a connection approved by the Bank, i.e. using the TCP/IP-type communication via the Internet network, unless agreed otherwise with the Bank.
- 2.5 The Client may use the Service mainly for the following purposes:
  - Orders,
  - RFT Instructions,
  - Other services.
- 2.6 The Client shall use the Service through the agency of the Users. Messages with a User's Signature attached shall be binding for the Client.
- 2.7 The Bank shall only accept data sent by the Client for processing if they are formally correct and complete; contained in messages in the format (e.g., in a specific Data File) agreed for the Service (for details on the formats see [www.mdpraha.cz](http://www.mdpraha.cz) or for XML see [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)); and a Signature is attached to them in compliance with a scope of the signature authorisation pursuant to the Signature Class.
- 2.8 The Service is accessible round the clock (24 hours a day) on Business Days. On other days, the Service is accessible according

<sup>1</sup> 89/2012 Sb., civil code

to the Bank's actual operating conditions. The Bank reserves the right to block access to the Service or to change or suspend the provision of the Service for as long as necessary (i) if it is inevitable for serious reasons, in particular for security reasons, or (ii) in case of a substantial risk that the Client may not be able to repay the credit he/she is entitled to draw using the Orders submitted via the Service. The Bank shall inform the Client of this fact and its reasons in advance, or if this is not possible, immediately afterwards by telephone, fax, e-mail or registered letter. The Bank shall be further entitled to block access to the Service or suspend the provision thereof in cases envisaged by the Insolvency Act<sup>2</sup>.

- 2.9 The Client may use the Service jointly with other Banking Services provided under the direct banking. Orders sent via the Service can be in services direct banking viewed, but not changed or cancelled (withdrawn), using *MojeBanka Business* and *ProfiBanka* direct banking services.
- 2.10 A Data File sent via the Service is considered to have been delivered to the Bank if a record – i.e., the date, time and code of processing – is subsequently accessible to its sender in a particular report on a successful placing of the Data File on the Bank's MC server. All related prerequisites for the Data File sent to the Bank must be met, e.g., the Remote Signature must be attached thereto.
- 2.11 The Client's MC application is supplied and put into operation, and service support is provided by the Bank or, in accordance with criteria set forth by the Bank, by Management Data Praha, spol. s r.o., registered office: Bělehradská 54, Praha 2, IČO (Company ID): 49683471.
- 2.12 The Client shall pay a fee for utilising the Service as per the Contract and tariff of Fees.

## Article 3. Joint Provisions on Terms of Executing the Orders

- 3.1 The Client may submit the following Orders, without limitation to them, via the Service:
  - One-off Order for a payment made in CZK;
  - Order for a Payment Made in a Foreign Currency;
  - Payments to the debit/credit of a Term Account;
  - Foreign payment;
  - SEPA Payment;
  - SEPA Direct Debit;
  - Collection Order (Order for a collection made in CZK);
  - Collection Order in foreign currency;
  - Express payment in CZK;
  - FX payment.The Orders are always processed in the form of a Batch.
- 3.2 The Client may arrange Orders to the debit of current and term Accounts. Orders shall be submitted (contained) in particular Data Files. Payment transactions executed on the basis of the Orders shall be authorised by attaching a User's Signature to an Order.
- 3.3 The Moment of Effectiveness of an Order submitted using the Service shall fall on the required date of payment (due date) or on another date set forth in these Conditions, provided that all prerequisites required by the Contract and by law for the execution of the Order have been fulfilled by that time, including sufficient funds available in the Account. Failing this, the Bank shall either reject the Order or, if agreed upon with the Client, the Moment of Effectiveness of the Order shall not occur before the day on which all prerequisites required for the execution of the Order shall be fulfilled.

<sup>2</sup> Act No. 182/2006 Coll., On Bankruptcy and Its Resolution (Insolvency Act), as amended.

**Cancellation of Orders**

- 3.4 Client's Users shall be entitled to withdraw Orders delivered to the Bank and de-activate files authorised within the scope of the Remote Signature.

The Client shall only be entitled to cancel Orders delivered to the Bank until they are forwarded for settlement to the Bank's central processing.

- 3.5 It is not possible to cancel Orders via the Service.
- 3.6 Orders can only be cancelled at the telephone number 955 551 553 (option 2). The Bank shall be entitled to set a daily limit on cancelling the Orders whose due dates fall on the same Business day. Orders with advance maturity may be cancelled at the latest on the Business day preceding the due date of the Order. Specific terms under which the Order may be cancelled are set forth in the Handbook.
- 3.7 The Bank shall be entitled to reject a submitted Order in cases envisaged by the Insolvency Act.

**Mode of Processing of Domestic Orders**

- 3.8 **Continuous** – processing of a Batch containing more than 2,000 Orders. Orders are settled as soon as it is received; such Orders shall not be subject to the multiple-round processing. If they are not settled at their due date due to insufficient funds in the account, they shall be sent for settlement again at the end of a given Business day at 18:00 hrs. If they still remain unsettled thereafter, they can be settled on the 2 next succeeding Business Days, always after 20:30 hrs, provided there are enough funds in the account. This mode is not used for conversion payments and for credit or debit payments on term deposit accounts.
- 3.9 **On-line** – processing of a Batch containing 2000 orders at a maximum Orders are settled as soon as it is received. A Batch processed in this mode can be delivered by 17:45 hrs. The Orders (domestic payment orders or payment orders in the same foreign currency without conversion within KB) submitted in a Batch before 17:45 hrs shall be subject to the multiple-round processing. If they are not settled after the above deadline due to insufficient funds in the account, they shall be sent for clearing again at the end of a given Business day at 18:00 hrs. If they still remain unsettled thereafter, they can be settled on the 2 next succeeding Business Days, always after 20:30 hrs, provided there are enough funds in the account. This mode is not used for conversion payments and for credit or debit payments on term deposit accounts.
- 3.10 **Batch** – processing of a Batch of Collection Orders that are not subject to the multiple-round processing. They are sent off for processing at their due date at 18:00 hrs; if they are not settled, they can be settled on the 4 next succeeding Business Days, provided there are enough funds in the account. The Orders shall have no impact on the balance of the Account throughout the Business Day on which the Order becomes effective, but only at the end of that Business Day.

**Terms of Order Processing**

- 3.11 In case of a shortage of funds at the moment of the processing of
- Express payment in CZK;
  - Foreign payment;
  - SEPA Payment;
  - Order for a Payment Made in a Foreign Currency – transfers between accounts kept with the Bank in same or different currencies;
  - Order for payments in CZK submitted in a single Batch containing 2,000 orders at a maximum;
  - Orders to the debit and credit of term accounts;

in a relevant Account, the Bank shall process the Orders in the multi-round processing mode. The multi-round processing shall start on Business Days after the beginning of the payment processing and be finished by the time conclusive for determining the due date of each sort of Orders, no later than by 20:20 hrs. It shall take place at least at 60 minute intervals.

If there are not enough funds to execute the Order even after the last round of the processing, the Bank shall reject the Order. In case of orders for payments in CZK submitted in a single Batch containing 2,000 orders at a maximum, the last round of the multiple-round processing and rejection of an Order shall be regulated by different rules as stated above in Article 3.9. During the multiple-round processing, the sufficiency of funds in the Account necessary for the execution of an Order shall always be checked by the deadlines decisive for determining the due dates of respective Orders.

- 3.12 Payment orders to the beneficiary's account and Collection orders to the payer's account, which are not covered by the Notice on the Payment System are always processed in Online processing mode described in Article 42.5 of the Notice on the Payment System.
- 3.13 The last round for the processing of a respective Order shall be:
- at 9:50 hrs for Foreign Payments designated as 'urgent' in HUF and PLN,
  - at 10:50 hrs for SEPA Payments designated as 'urgent',
  - at 12:50 hrs for Foreign Payments designated as 'urgent' in CZK, DKK, CHF, NOK and SEK,
  - at 13:50 hrs for Foreign Payments designated as 'urgent' made to the credit of accounts kept with the Bank's Branch, except payments made in AUD, CZK, EUR, JPY and USD,
  - at 13:50 hrs for Foreign Payments designated as 'urgent' in CAD, EUR, GBP and USD,
  - at 14:20 hrs for 'express' payments in CZK,
  - at 14:50 hrs for Foreign Payments in CZK, EUR and USD, including SEPA Payments designated as 'urgent' to the credit of accounts kept with the Bank's Branch,
  - at 16:50 hrs for Foreign Payments,
  - at 16:50 hrs for SEPA Payments including SEPA payments between accounts kept with the Bank,
  - at 16:50 hrs for Foreign Payments in AUD and JPY processed as 'express' to the credit of accounts kept with the Bank's Branch,
  - at 16:50 hrs for Orders for a Payment Made in a Foreign Currency – transfers between accounts kept with the Bank in the different currencies,
  - at 17:50 hrs for orders for payments in CZK submitted in a single Batch containing 2,000 orders at a maximum,
  - at 20:20 hrs for Orders for a Payment Made in a Foreign Currency – transfers between accounts kept with the Bank in the same currencies.
- 3.14 Orders with a current and/or advanced due date given to the Bank via the Service shall be included into the Account Limit.
- 3.15 An Order must be duly completed and must contain all required particulars.
- 3.16 The Bank shall reject Orders that shall not comply with the particulars pursuant to these Conditions.
- 3.17 Upon the receipt of an Order, the Bank shall check formal particulars of the Order, in particular the format of the payer's Account number and Unique Identifier of the payee, find out whether the amount stated in the Order is not in excess of the relevant limits effective at the Moment of Effectiveness of the Order, and verify validity of the User's Signature on the Order.
- 3.18 Orders may be submitted with an advanced due date (i.e., with a required date of payment later than a date on which an Order is submitted) up to 364 days before the required date of payment. If an advanced due date of an Order does not fall on a Business Day, the Moment of Effectiveness of such Order shall occur on a Business day immediately following the due date.
- 3.19 The Client acknowledges and agrees that the payment sent off by the Bank in a currency different from the currency in which the payee's account is kept does not have to be credited to the payee's account by the payee's bank due to the difference between the currencies.



- 3.20 The Bank shall not be held liable for the succession in which Orders are executed, if the Client has not set forth such order of execution.
- 3.21 The Client shall be informed about executed Orders by statements/settlement reports.
- 3.22 If a due date of an Order falls on a Business Day following a day that is not a Business Day, the Moment of Effectiveness of such Order may occur even on a day other than a Business Day immediately preceding the due date of the Order. The due date of such Order shall remain unaltered.
- 3.23 If the Client's Account is taken over by another client for whatever reason (e.g., as a result of a merger, sale of the company, assignment of rights or assumption of obligations and liabilities), the Client hereby agrees that the new client shall have the right to access information on payment transactions executed in the Account before it has been taken over. Such consent shall remain in force even after the discharge/termination of the Contract. Submitted Orders with advanced due dates shall remain unaffected by the takeover of the Account.
- 3.24 If the User executes a Conversion Transaction, the Bank shall apply to it an Exchange Rate effective as at the Moment of Effectiveness of the Order. Conversion Transactions shall be subject to the multiple-round processing. The used Exchange Rate shall not depend on the time of the confirmed delivery of the Order to the Bank. The Exchange Rate at the Moment of Effectiveness may be different from the Rate, which is effective at the time of confirmed delivery of the Order. In case of Orders with an advanced due date, except for FX payments, the Bank shall use the first Exchange Rate effective as at the due date.

#### **Article 4. Orders**

##### **A) Order for a Payment made in CZK**

- 4.1 An Order for a payment made in CZK may be arranged to the debit of a CZK current Account and to the credit of a CZK account kept with the Bank or with another bank in the Czech Republic. The terms and conditions for Orders for payments made in CZK to the debit/credit of a term Account are set forth separately in this Section 4, under letter (B).
- 4.2 Orders for a payment made in CZK shall be executed as follows, except for Orders with an advanced due date:
- If the Order is submitted on a Business Day before 17:45 hrs, the due date of the Order shall be identical with the date of its submission.
  - If the Order is submitted on a Business Day after 17:45 hrs, the due date of the Order shall fall on the next succeeding Business Day.
  - If the Order is submitted on a day other than a Business Day, the due date of the Order shall fall on the next succeeding Business Day.

##### **B) Payments to the Debit/Credit of a Term Account**

- 4.3 An Order for a payment made in CZK or Order for a Payment Made in a Foreign Currency arranged to the credit of a term account kept with the Bank may only be submitted if the term account belongs to the Client and both accounts between which the transfer is to be made are denominated in the same currency. The Order shall only be executed if its due date is identical with the due date (renewal date) of the deposit in the term account and the Moment of Effectiveness occurs at such due date.
- 4.4 An Order for a payment made in CZK or Order for a Payment Made in a Foreign Currency may also be arranged to the debit of a term Account, however, only in case that Client's both accounts between which the transfer is to be made are kept with the Bank and denominated in the same currency. The order shall only be executed if its due date is identical with the due date (renewal date) of the deposit in the term account and the Moment of Effectiveness occurs at such due date. The Bank shall reject an order arranged to the debit of a term Account if, after the execution

thereof, the balance in the Account would be lower than the minimum agreed balance.

- 4.5 Only a single Order with a required day of payment falling on a due date (renewal date) of a deposit may be arranged to the debit of a term Account, whether such Order is submitted via the Service or in another manner. If a cash deposit is made to a term Account as at a due date (renewal date) of a deposit in the term Account and a fee should be charged for such cash deposit as per the Tariff of Fees, the aforesaid fee shall be deemed a payment to the debit of the term Account and, hence, another Order may not be arranged to the debit thereof.
- 4.6 Orders for a payment made in CZK or Orders for a Payment Made in a Foreign Currency arranged to the debit/credit of a term Account shall be executed as follows, except for Orders with an advanced due date:
- If the Order is submitted on a Business Day before 20:15 hrs, the due date of the Order shall be identical with the date of its submission.
  - If the Order is submitted on a Business Day after 20:15 hrs shall be rejected.
  - If the Order is submitted on a day other than a Business Day before 24:00 hrs (midnight), the due date of the Order shall be identical with the date of its submission. The Moment of Effectiveness of the Order shall occur on the next succeeding Business Day at the latest.

##### **C) Collection Orders**

- 4.7 An Order for a collection made in CZK may only be arranged to the credit of the Client's Current Account while the transfer may only be made from CZK accounts kept with the Bank or with other banks in the Czech Republic.

An Order for a collection made in foreign currency may only be arranged to the credit of the Client's Current Account from an account kept with the Bank in the same foreign currency (depending on the type of account permitted by the Bank for performance of collection payments).

Collection Orders arranged to the debit of accounts kept with the Bank shall be executed as follows, except for Orders with an advanced due date:

- If the Order is submitted on a Business Day before 17:45 hrs, the due date of the Order shall be identical with the date of its submission.
- If the Order is submitted on a Business Day after 17:45 hrs, the due date of the Order shall fall on the next succeeding Business Day.
- If the Order is submitted on a day other than a Business Day, the due date of the Order shall fall on the next succeeding Business Day.

Collection Orders arranged to the debit of accounts kept with other banks shall be executed as follows:

- Orders must be delivered to the Bank by 17:45 hrs, one Business Day before the due date of the Order (at the latest).
- Unless an Order is delivered by the deadline set forth in the foregoing clause, the due date of the Order shall be identical with the Business Day following the delivery of the Order and complying, if such Business Day complies with the condition set forth in the foregoing clause.

- 4.8 A collection Order enters the Bank's clearing process in a batch-processing mode at 18:00 hrs. If, in case of collection Orders to the debit of an account kept with the Bank, no liquid funds are available in the account, the Bank shall place these Orders into the File. The Moment of Effectiveness of such Orders shall not occur before the day on which all prerequisites required for the execution of the Order shall be fulfilled, as agreed upon with the Client.

##### **D) Express Payment in CZK (Order for an Express Payment Made in CZK)**

- 4.9 The Service may be used to submit an Order for an express payment made in CZK arranged to the debit of a current Account kept in CZK and to the credit of an account kept with another bank



in the Czech Republic. The Order shall be executed without any confirmation for the payee's bank.

- 4.10 An Order for an express payment made in CZK must be delivered to the Bank by 14:15 hrs at its due date (at the latest). Failing this, the Bank shall be entitled to process the Order as a standard Order for a payment made in CZK, or reject the Order and not to execute the payment.
- 4.11 An Order for an express payment arranged to the credit of a CZK account kept with the Bank shall be processed as a standard Order for a payment made in CZK.

#### **E) Foreign Payment**

4.12 The Service may be used to arrange a Foreign Payment designated as 'urgent'. If not explicitly designated, a Foreign Payment shall be processed as an 'express' payment.

4.13 Foreign Payments shall be executed as follows, except for Orders with an advanced due date:

- If the 'urgent' Order in HUF and PLN is submitted on a Business Day before 9:45 hrs, the due date shall be identical with the date of its submission.
- If the 'urgent' Order in HUF and PLN is submitted on a Business Day after 9:45 hrs, the Bank shall be entitled to reject such Orders and respective payments shall not be executed
- If the 'urgent' Order in CZK, DKK, CHF, NOK and SEK is submitted on a Business Day before 12:45 hrs, the due date shall be identical with the date of its submission.
- If the 'urgent' Order in CZK, DKK, CHF, NOK and SEK is submitted on a Business Day after 12:45 hrs, the Bank shall be entitled to reject such Orders and respective payments shall not be executed.
- If the 'urgent' Order in CAD, EUR, GBP and USD is submitted on a Business Day before 13:45 hrs, the due date shall be identical with the date of its submission.
- If the 'urgent' Order in CAD, EUR, GBP and USD is submitted on a Business Day after 13:45 hrs, the Bank shall be entitled to reject such Orders and respective payments shall not be executed.
- If the 'express' Order for Foreign Payments is submitted on a Business Day before 16:45 hrs, the due date shall be identical with the date of its submission.
- If the 'express' Order for Foreign Payments is submitted on a Business Day after 16:45 hrs, the due date shall fall on the next succeeding Business Day.
- If the 'express' Order is submitted on a day other than a Business Day, the due date shall fall on the next succeeding Business Day.

4.14 Foreign Payments made to the credit of accounts kept with the Bank's Branch shall be executed as follows, except for Orders with an advanced due date:

- If the Order is submitted before 13:45 hrs, the due date shall be identical with the date of its submission, except for payments in AUD, CZK, EUR, JPY and USD.
- If the Order is submitted after 13:45 hrs, the Bank shall be entitled to reject such Orders and respective payments shall not be executed, except for payments in AUD, CZK, EUR, JPY and USD.
- If the Order in CZK, EUR and USD, but except for AUD and JPY, is submitted before 14:45 hrs, the due date shall be identical with the date of its submission.
- If the Order in CZK, EUR and USD, but except for AUD and JPY, is submitted after 14:45 hrs, the Bank shall be entitled to reject such Orders and respective payments shall not be executed.
- If the Order in AUD and JPY is submitted before 16:45 hrs, the due date shall be identical with the date of its submission.
- If the Order in AUD and JPY is submitted after 16:45 hrs, the Bank shall be entitled to reject such Orders and respective payments shall not be executed.

Foreign Payments made to the credit of accounts kept with the Bank's Branch shall always be processed by the Bank as 'urgent' payments regardless of their designation, except for Orders for payments made in AUD and JPY.

- 4.15 The Bank reserves the right to change the above deadlines and currencies.
- 4.16 If a Foreign Payment is to be made, the Bank shall choose at its discretion a foreign bank that shall process it, unless agreed upon otherwise between the Bank and the Client. The Client agrees that if an incorrect Unique Identifier is stated, the Bank may charge to the Client fees associated with the returned payment.
- 4.17 The Client shall be obliged to inform the Czech National Bank of Foreign Payments that are subject to reporting duty as required by law.
- 4.18 For EEA transactions, the prices associated with the transfer will be covered partly by the Client and partly by the recipient. For Transactions within the EEA in non-EEA currencies, the Client acknowledges that the Bank will charge him the price according to the Price List and that at the same time the Bank may be billed by the beneficiary or intermediary banks at a price determined by these banks or may be reduced by the amount transfer.

#### **F) SEPA EuroPayment**

4.19 The following rules shall apply to the execution of SEPA Payment Orders, except for Orders with advance payment dates:

- If the SEPA Payment Order is submitted on a Business Day before 16:45 hrs, the due date of the Order shall be identical with the date of its submission.
- If the SEPA Payment Order is submitted on a Business Day after 16:45 hrs, the due date of the Order shall fall on the next succeeding Business Day.
- If the SEPA Payment Order is submitted on a day other than a Business Day, the due date of the Order shall fall on the next succeeding Business Day.
- If the SEPA Payment Order designated as 'urgent' is submitted on a Business Day before 10:45 hrs, or in case of SEPA payments made to the credit of accounts kept with the Bank's Branch submitted before 14:45, the due date of the Order shall be identical with the date of its submission.
- If the SEPA Payment Order designated as 'urgent' is submitted on a Business Day after 10:45 hrs, or in case of SEPA payments made to the credit of accounts kept with the Bank's Branch submitted after 14:45, the Bank shall be entitled to reject such Orders and respective payments shall not be executed.
- If the SEPA Payment Order designated as 'urgent', including SEPA payments made to the credit of accounts kept with the Bank's Branch, is submitted on a day other than a Business Day, the due date of the Order shall fall on the next succeeding Business Day. The Bank reserves the right to change the above times.
- Orders for SEPA Payment made to the credit of accounts kept with the Bank's Branch shall always be processed by the Bank as 'urgent' payments regardless of their designation.

The Bank reserves the right to change the above deadlines.

#### **G) FX Payment**

4.20 The provisions applicable to an Order for a payment made in CZK, Order for a Payment Made in a Foreign Currency, Foreign Payment or SEPA Payment shall be accordingly applied to a FX payment, depending on a type of the FX payment.

4.21 An FX Payment must be submitted to the Bank no later than 15 minutes before a respective deadline for a last cycle applicable to a payment of a required type. The FX Payments are not subject to the multiple-round processing at fixed times. The last cycle for the FX Payments processing shall be determined as follows, depending on a type of a required payment:

- At 10:00 hrs in case of Foreign Payments designated as 'urgent' in HUF and PLN;



- at 11:00 hrs in case of SEPA Payments designated as 'urgent';
- at 13:00 hrs in case of Foreign Payments designated as 'urgent' in CZK, DKK, CHF, NOK and SEK;
- at 14:00 hrs in case of Foreign Payments designated as 'urgent' in CAD, EUR, GBP and USD;
- At 14:00 hrs in case of Foreign Payments to the credit of an account kept with a Bank's Branch, except for payments in AUD, CZK, EUR, JPY and USD;
- At 15:00 hrs in case of Foreign Payments in CZK, EUR and USD, including SEPA payments designated as 'urgent' and made to the credit of accounts kept with the Bank's Branch;
- At 17:00 hrs in case of FX Payments made within the Bank (between accounts kept with the Bank and denominated in different currencies);
- At 17:00 hrs in case of Foreign Payments;
- At 17:00 hrs in case of SEPA Payments;
- At 17:00 hrs in case of FX Payments in AUD and JPY made to the credit of accounts kept with the Bank's Branch.

**H) Payment order in CZK with conversion**

- 4.22 The following rules shall apply to the execution of Orders for a Payment Made in a CZK with conversion, except for Orders with advance payment dates:
- If the Order is submitted on Business Day until 16:45, the due date is the same as the date of delivery.
  - If the Order is submitted on Business Day from 16:45 to 20:15, the Bank is entitled to decline the order and payment will not be made.
  - If the Order is submitted on a Business Day after 20:15, the due date of the Order is the same as the next Business Day.
  - If the Order is submitted on a day other than a Business Day, the due date of the Order shall fall on the next succeeding Business Day.

**I) Order for a Payment Made in a Foreign Currency**

- 4.23 The following rules shall apply to the execution of Orders for a Payment Made in a Foreign Currency within the Bank, except for Orders with advance payment dates:
- a) for payment between accounts maintained by the Bank in the same or different currencies except when the payer's and payee's account is in CZK:
- If the Order (for a payment made between accounts denominated in the same currency) is submitted on a Business Day before 20:15 hrs, the due date of the Order shall be identical with the date at which the Order has been submitted.
  - If the Order (for a payment made between accounts denominated in the same currency) is submitted on a Business Day after 20:15 hrs, the due date of the Order shall fall on the next succeeding Business Day.
  - If the Order (for a payment made between accounts denominated in different currencies) is submitted on a Business Day before 16:45 to 20:15 hrs, the due date of the Order shall be identical with the date at which the Order has been submitted.
  - If the Order (for a payment made between accounts denominated in different currencies) is submitted on a Business Day after 20:15 hrs, the Bank is entitled to decline the order and payment will not be made.
- b) for payment between accounts maintained by the Bank in the same or different currencies except when the payer's and payee's account is in CZK:
- If the Order is submitted on Business Day until 16:45, the due date is the same as the date of delivery.
  - If the Order is submitted on Business Day after 16:45, the due date of the Order is the same as the next Business Day.

- If the Order is submitted on a day other than a Business Day, the due date of the Order shall fall on the next succeeding Business Day.

**J) Payments to the Debit of Saving Accounts**

- 4.24 The payment Order to the debit of a CZK or EUR saving account (exclusively of the type specified by the Bank) may only be used for transferring money to the credit of Client's current accounts kept with the Bank and of the type specified by the Bank.
- 4.25 The required date of payment (due date stated in the payment Order) must be a future date, not an earlier one than the 32nd calendar day (D+32) from current calendar date. (If the 32nd calendar day is not a Business Day, the due date of the payment Order should be postponed to the next succeeding Business Day. The period of time shall start to run on the day following the date at which the Order shall have been submitted.<sup>3</sup>)
- The Order bearing the required date of payment (due date) D+32 must be submitted by 17:45 hrs of the relevant Business Day.
- 4.26 The amount of the payment to the debit of a saving account must not be in excess of the account balance currently available at the required date of payment (due date of the Order). Failing this, the Bank shall reject the Order.

**K) SEPA Direct Debit**

- 4.27 The SEPA Direct Debit (*SEPA inkaso*) is a cashless transfer of funds from a payer's account made in EUR and initiated by a payee via the payee's bank, based on a previous agreement with the payer. The payer's (debtor's) and payee's (creditor's) banks must both be SEPA Reachable Banks under a given payment scheme. The Bank shall only provide the SEPA Direct Debit service along with Accounts kept in EUR, under the B2B, CORE a COR1 Payment Schemes.
- 4.28 **SEPA Direct Debit Mandate.** The Bank shall execute the SEPA Direct Debit from the Account of the Client – Debtor, i.e., shall deduct the required amount from the Account, based on the SEPA Direct Debit Mandate issued by the Client. If the Client – Debtor fails to issue the SEPA Direct Debit Mandate, the SEPA Direct Debit from the Client's Account shall be disabled and the Bank shall not provide the SEPA Direct Debit from the Account of the Client – Debtor.
- 4.29 **Required particulars of the SEPA Direct Debit Mandate.** The SEPA Direct Debit Mandate submitted by the Client must contain all the bellow particulars:
- a) Payer's account number in the IBAN format,
  - b) Unique mandate reference (UMR),
  - c) Creditor identifier (CID) of the payee authorised to collect (draw) cashless transfers of funds from the Client's Account,
  - d) Limit (cap) of a single collection,
  - e) Minimum number of days allowed between two single collections, and
  - f) Other information as requested by the Bank's form.
- The SEPA Direct Debit Mandate can only be established to a EUR Account. The SEPA Direct Debit Mandate using the B2B Payment Scheme cannot be established to an Account of a Client – natural person (non-business). When setting the limit (cap), the Client must take into account the maximum expected amount of a single collection under any circumstances.
- 4.30 The SEPA Direct Debit Mandate can be established, changed or cancelled by a written order submitted by the Client or via direct banking applications, however not via the Service. The Client shall be entitled to alter the amount of the limit (cap) or the number of days allowed between two single collections at any time at the Client's Point of Sale or in another manner agreed with the Bank. The SEPA Direct Debit Mandate (establishing, change, or cancellation) must be delivered to the Bank no later than two Business Days before the due date of the collection or no later

<sup>3</sup> E.g., if the Order is submitted on 1 July, the earliest possible required date of payment (due date) shall fall on 2 August or the next succeeding Business Day in case that 2 August is not a Business Day.



than one calendar day before the due date of the collection if direct banking is used. The Bank shall be entitled to reject a SEPA Direct Debit Mandate if delivered or sent via direct banking applications after the above deadlines.

- 4.31 **SEPA Direct Debit processing.** The Bank shall execute the SEPA Direct Debit, i.e., shall deduct the required amount from the Account of the Client – Debtor, in accordance with the SEPA Direct Debit Mandate issued pursuant to Article 4.27 hereof as at the required due date (date of payment), provided that there are sufficient liquid funds in the Account at the moment of the processing of the instruction. Failing this, the Bank shall not execute the direct debit instruction. The funds shall be credited to the payee bank's account no later than one Business Day from the Moment of Effectiveness of the Order determined pursuant to Article 11.1 hereof – see “Moment of Effectiveness”.
- 4.32 **SEPA Direct Debit cancellation.** The Client – Debtor shall be entitled to cancel the SEPA Direct Debit, however no later than one Business day before it falls due.
- 4.33 **SEPA Direct Debit refund.** The Client – Debtor shall be entitled to the refunding of the amount debited under the SEPA Direct Debit, even without giving a reason, for the period of 8 weeks from the moment of debiting such an amount from his/her Account. The Client – Debtor shall also be entitled to the refunding of the amount debited under the SEPA Direct Debit for the period of 13 months in case of an unauthorised SEPA Direct Debit. This provision shall not apply to the B2B Payment Scheme.

#### **SEPA Direct Debit on the Part of the Client – Creditor**

- 4.34 **Precondition of acceptance of the SEPA Collection Order.** The Bank shall be entitled to not to accept SEPA Direct Debit Orders before entering into a contract for the provision of this service with the Client – Creditor, and not to execute each separate SEPA Direct Debit Order unless certain preconditions set forth therein are met.
- 4.35 **SEPA Direct Debit Order.** The Client – Creditor can submit the SEPA Direct Debit Order via Service, in the manner hereof.
- 4.36 The Bank shall make it possible for the Client – Creditor to submit SEPA Direct Debit Orders under a contract governing the given service that shall set forth terms and conditions for sending the SEPA Direct Debit Orders, however only with respect to EUR accounts. In the SEPA Direct Debit Order, the Client – Creditor shall be obliged to specify data and information that shall match the agreement between the Client – Creditor and the SEPA Direct Debit Payer.
- 4.37 The Client shall set the due date (date of collection) depending on the current type/order of the SEPA Direct Debit. In case of the CORE and B2B Payment Schemes, except for SEPA Direct Debit Orders with an advanced due date, the SEPA Direct Order with the type/order “one-off”, “first”, “recurring” and “last” must be submitted 2 Business Days before the SEPA Direct Debit due date.
- 4.38 The effectiveness of the SEPA Direct Debit Order (except for SEPA Direct Debit Orders with an advanced due date) shall be determined as follows:
- If the SEPA Direct Debit Order is submitted on a Business Day between 00:00 hrs (midnight) and 20:15 hrs, it shall become effective on the same day,
  - If the SEPA Direct Debit Order is submitted on a Business Day between 20:15 hrs and 00:00 hrs (midnight) or outside Business Days, the Bank is entitled to decline the order and it will not be made.
- 4.39 The SEPA Direct Debit payment that should be credited to the Account of the Client – Creditor shall be executed pursuant a sent SEPA Direct Order. The Bank shall not be held liable for a possible non-execution of the payment that should be made on the basis of the SEPA Direct Debit, if either the payer's bank or the payer rejects the SEPA Direct Order or if the Client – Creditor states erroneous data and/or information.

The Client – Creditor shall be entitled to cancel an already sent SEPA Direct Order through the Bank's point of sale or Client Line. The Bank shall not be held liable for a possible non-execution of the cancellation of the SEPA Direct Order by the payer's bank.

The Client – Creditor shall be entitled to ask the Bank for a Reversal to the payer of a payment credited on the basis of the SEPA Direct Debit within 4 Business Days from the moment the funds have been credited to the Client's Account.

- 4.40 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit if it receives from the payer's bank a request for the SEPA Direct Debit Return within the below deadlines:
- In case of the CORE Payment Schemes, within 5 Business Days from the moment the funds have been credited to the Client's Account,
  - In case of the B2B Payment Scheme, within 2 Business Days from the moment the funds have been credited to the Client's Account.
- 4.41 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Schemes if it receives from the payer's bank a request for the Refund of an authorised SEPA Direct Debit, even without any given reason, within 8 weeks from the moment the funds have been credited to the Client's Account.
- 4.42 The Bank shall be entitled to deduct from the Client's Account an amount of a payment previously credited to it on the basis of the SEPA Direct Debit under the CORE Payment Schemes if it receives from the payer's bank a request for the Refund of an unauthorised SEPA Direct Debit within 13 months from the moment the funds have been credited to the Client's Account.

#### **Article 5. RFT Instruction (Request for Transfer)**

- 5.1 The Client may use the Service to submit an RFT instruction upon a mutual agreement between the Client and the Bank. The Bank shall forward the RFT Instruction to a relevant bank in a form of the MT101 swift message.
- 5.2 The bank keeping the account to be debited shall settle the payment in accordance with the Client's request to the debit of the specified account and to the credit of the other account.
- 5.3 The Client shall be obliged to arrange in advance with the bank keeping the relevant account for all particulars and terms making it possible for the Client to make payments to the debit of the account kept with the other bank. KB shall not be held liable for possible non-execution of a RFT instruction if the Client fails to meet the above requirements. The Bank shall not examine whether the account kept with the other bank, from which the payment shall be debited, belongs to the Client or to a third party.
- 5.4 The Bank shall forward RFT Instructions to other banks on the same day they shall have been delivered to the Bank provided from 3:00 hrs to 19:00 hrs, in 15 minute intervals or, as the case may be, on the next succeeding Business Day if RFT Instructions have been submitted after 19:00 hrs or on a day other than a Business Day. RFT Instructions containing Collection Orders arranged to the credit of a current Account and to the debit of accounts kept with the Bank shall be executed as follows:
- If the RFT Instruction is submitted on a Business Day before 15:00 hrs, the due date of the Order shall be identical with the date at which the RFT Instruction has been delivered.
  - If the RFT Instruction is submitted on a Business Day after 15:00 hrs or on a day other than a Business Day, the Moment of Effectiveness of the Order shall occur on the next succeeding Business Day at the latest.
- 5.5 The Client may get information on RFT Instructions at the Client Support telephone number 955 551 553 (option 2). If the Bank rejects an RFT Instruction, it shall inform the Client about the rejection by a notification posted on the Notice Board.
- 5.6 The Client shall not be entitled to cancel (withdraw) a submitted RFT Instruction.

#### **Article 6. Other Services**

**Status of Payments**

- 6.1 The Client may use the Service to get following information:
- Information on an acceptance/rejection of an Order by the Bank;
  - Information on placing an Order to (or removing an Order from) the File, on a calendar day following the settlement (attempted settlement) of the Order;
  - Information on non-execution of Orders on a given Business Day, on a calendar day following their settlement, always with a reason of such rejection stated.

**Advice Notes**

- 6.2 Starting from 5:00 hrs, the Bank shall use credit/debit advice note to send to the Client information on the settlement of Orders delivered to the Bank in the course of a relevant Business Day via the Service before 17:45 hrs or via direct banking applications before 21:30 hrs.
- 6.3 The Bank shall forward advice notes on payments made using direct banking services, Expresní linka KB, at the branch and on 'Received' payments from abroad, or pre-advice notes about payments implemented via the CNB Clearing centre.

**Order Settlement Messages (Statements of Accounts)**

- 6.4 The Client may always download statements of Accounts for a relevant Business Day from the Bank's MC server on the next succeeding calendar day. The statements are prepared daily, if the balances in the Accounts have changed.
- In the MT 940 SWIFT format - Statements that have not been downloaded shall be available on the Bank's MC server for a period of 12 months.
  - In the XML format Statements that have not been downloaded shall be available on the Bank's MC server for a period of 30 days.
- The Client may choose the format in which to download the statements.
- 6.5 If the Client fails to meet the terms and conditions of a credit contract entered into by the Bank and the Client, the Bank shall not be obliged to provide in the statements of accounts any information on the settlement of credit repayments and/or a notice on the credit account balance with respect to repayments of the credit, interest and fees.

**Statements of Accounts Kept With Another Bank**

- 6.6 Statements of accounts kept with other banks may be forwarded to the Client upon a mutual agreement between the Client and the Bank, which shall have been delivered to the Bank exclusively in a form of the MT940 swift message. The Bank shall not examine the statements and shall not be held liable for their material adequacy and formal correctness.
- 6.7 The statements of accounts in a form of a swift message shall be available to the Client in the same form in which the Bank has received them. The Bank shall forward the statements to its Clients continuously, from 7:00 hrs to 17:00 hrs on Business Days.

**Electronic Statements**

- 6.8 If the Client has arranged that the Bank shall generate Electronic Statements of Accounts, he/she may download it via the Service.
- 6.9 The Electronic Statements shall become available to the Client as soon as the Bank releases them for downloading via the Service
- 6.10 The User can download the Electronic Statements as follows:
- Within 90 days from their availability, in case of daily Electronic Statements created after each transaction affecting the Account (movement in the Account) and, weekly, fortnightly or monthly statements;
  - Within 60 days from their availability, in case of quarterly, semi-annual and annual Electronic Statements and monthly turnover statements.

After the lapse of the above deadlines, the Electronic Statements shall only be available as archived Electronic Statements, for which the User may apply via the Client Support service.

**Exchange List**

- 6.11 The Bank's exchange list available on the Bank's MC server is intended only for calculation of limits set in foreign currencies. The conversion is made using a mean Exchange Rate.

**Notice Board**

- 6.12 As a rule, the Bank shall use the Notice Board as a replacement manner of delivery of messages if the New Messaging module is not accessible or in other specific cases depending on the Bank's decision.
- 6.13 The Client shall be obliged to check the Notice Board regularly for posted information.
- 6.14 The Bank shall be entitled to send information posted by the Bank for the Client on the Notice Board, as well as other information concerning a User, to the Users via electronic mail at their contact e-mail addresses. If they disagree with this manner of sending the information, they must notify the Bank at the address. [multicash@kb.cz](mailto:multicash@kb.cz).

**New Messaging**

- 6.15 The New Messaging module is used for the verifiable delivery of messages, including attachments, by the Bank to the Client, specifically to the Client's MC applications. The Bank may also deliver the messages to the Client's separate Users.
- 6.16 The Bank shall use the New Messaging module to inform the Client particularly of the following:
- Current state of functioning of the Service;
  - Momentary inaccessibility of Bank's internal systems;
  - Planned inaccessibility of the Service;
  - Changes to the payments system utilised via the Service;
  - Proposed changes and amendments to the Product Terms and Conditions, General Conditions, Notices and Tariff of Fees;
  - Other information associated with the Payment Services and required under the Payments Act<sup>4</sup>.
- 6.17 The Client shall be obliged to check the delivered information regularly.

**Article 7. Complaints and Information on the Orders**

- 7.1 The Client may lodge complaints concerning the Service with the Client's Point of Sale, at the Client Support telephone number 955 551 553 (option 2), use other numbers communicated by the Bank, or send an e-mail at the address: [multicash@kb.cz](mailto:multicash@kb.cz).
- 7.2 Complaints made over the telephone must be subsequently confirmed in writing. If so requested in a telephone complaint, the Bank shall provide the Client with information on the date, time and code of the telephone conversation and, if need be, with other agreed information.
- 7.3 The Client and the Bank have agreed that, in the event of a dispute over submitted Orders and/or sent messages or a dispute on the manner in which the submitted Orders and/or sent messages have been processed and on the result of their processing, they shall respect relevant objective findings in the systems of both contracting parties. Furthermore, the Bank shall investigate the subject of the dispute with all means at its disposal. Only those Data Files, the record of which – i.e., the date, time and code of processing – is accessible to their sender in a particular report on a successful placing of the Data File on the Bank's MC server, may be subject of a dispute.
- 7.4 While investigating any dispute, the Client and the Bank shall abide by a mutual agreement on resolving identified causes of the

<sup>4</sup> Act No. 370/2017 Coll., the Payments Act, as amended.



dispute (e.g., by repeated sending of the data, supplying additional information concerning the conversion of the sent data, etc.) with the aim of minimizing possible negative impacts on the Service's operation.

**Article 8. Security of the Service**

- 8.1 The User's Signature must be attached to each message sent by the Client via the Service.
- 8.2 Each User must have his/her Private and Public Key. A User shall use the Service to generate his/her Private and Public Key. The Public Key shall be subsequently sent to the Bank's MC server, the Bank shall verify it and approve its validity.
- 8.3 After the Bank approves the Public Key, an Initialising Letter must be delivered to the Bank with respect to each Public Key, first in the scanned form, file attached to an electronic mail sent to the mail address [sluzby\\_pb@kb.cz](mailto:sluzby_pb@kb.cz) and subsequently (within one month) by post. If the User fails to meet the aforesaid deadline, the Bank shall be entitled to restrict the use of the Service in case of the particular user, above all disable the submitting of Orders.
- 8.4 The User shall be obliged, for security reasons, to generate a new Private and Public Key in accordance with Articles 8.2 and 8.3 hereof within 2 years from the approval of the validity of the Public Key. The Service cannot be used without a valid Public Key.
- 8.5 The User shall be obliged to protect his/her Private Key from misuse. If the Private Key is divulged or misused, or the User reasonably suspects that such situation has occurred, he/she shall be obliged to notify the Bank immediately and subsequently alter his/her Private Key.
- 8.6 When the Remote Signature functionality is used, a message signed with one Signature shall be stored at the Bank's MC server for 9 calendar days (including the date of delivery of the message with the first Signature attached) at a maximum. The Bank shall subsequently annul the message unless another Signature has been attached thereto within the above deadline.
- 8.7 The Bank shall not be held liable for any possible damage suffered by the Client during the transfer/transmission of data, or for any consequences of interruption of their transfer/transmission. The Client acknowledges that he/she is aware of possible risks associated with using a public data network for transferring/transmitting information on bank (finance) transactions.
- 8.8 The Bank shall not be held liable for any consequences or any damage suffered by the Client as a result of a fault in Client's equipment or another malfunction on the part of the Client that could make mutual communication impossible.
- 8.9 The Bank shall be liable for damage the Client suffers in association with the provision of the Service starting from the moment the Bank has created a record (i.e., the date, time and code of processing) on the Bank's MC server on the receipt, entirety and correctness of the data received from the Client. The Bank shall be liable for any damage caused as a result of a misuse of the Service by an unauthorised person using the User's Signature after the Bank has received:
  - A relevant request from the Client for cancellation of a particular User,
  - An Initialising letter from a particular User after the User has generated a new Public and Private Key.
- 8.10 The Bank shall not be liable to the Client for possible damage resulting from an interruption in providing of the Service if the Bank has immediately informed the Client of such circumstances.
- 8.11 The Bank shall not be liable for cases where the Service cannot be used for reasons that are beyond the control of the Bank or its partners (power failure, interruption to the connection with the Bank via the public data network, strike etc.).
- 8.12 Electronic communications networks (public telephone lines, mobile network lines, e-mail and fax) used for the communication between the Bank and the Client pursuant to these Conditions are beyond the Bank's direct control; the Bank is therefore not liable for

any damage caused to the Client 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.

**Article 9. Client's Obligations**

- 9.1 The Client is obliged to use the Service in accordance with the Contract, Bank instructions, Service user's manual published by Management Data Praha, spol. s r.o. and Handbook.
- 9.2 The Client is obliged to check continuously whether the settlement messages received from the Bank correspond to the Orders that he/she has sent to the Bank via the Service and whether the Bank has executed or rejected the submitted Orders. The Client shall be obliged to notify the Bank of any ascertained faults in the settlement of the Orders as well as any other errors and/or discrepancies in the Accounts without any unnecessary delay. Belated notification may result in denial of Client's (or User's) claim for damages or titles arising from an unauthorised or erroneously performed payment transactions pursuant to the Notice on the Payment System.
- 9.3 The Client shall be obliged to check the Notice Board regularly for posted information.
- 9.4 If the Client's Private Key is disclosed or misused, or his/her own device with the MC application is lost or stolen, he/she shall be obliged to notify the Bank without any unnecessary delay. Belated notification may result in denial of Client's (or User's) claim for damages or titles arising from an unauthorised or erroneously performed payment transactions pursuant to the Notice on the Payment System.
- 9.5 The Client is obliged to protect any information concerning the Service and proceed in such manner that the Service is not misused. In particular, the Client is obliged to protect his/her own computer system and component parts thereof from misuse. The Client must take care of and is liable especially for the following:
  - comprehensiveness and integrity of the software installed for the purpose of utilizing the Service,
  - preventing improper or unauthorised use of the equipment dedicated to the use of the Service,
  - securing the computer (PC) from being misused by a third party,
  - installing and regular updating an anti-virus application to enhance the protection from harmful programmes (viruses),
  - using anti-spyware applications (e.g. Ad-aware, Spybot) to enhance the protection against tracking User's activities on the PC by parasite programs, and
  - introducing safety measures when using PC-related infrastructure (PC, network, back-up, media storage, Internet firewall, etc.).
- 9.6 The Client shall be obliged to notify the Bank of a threatened misuse of the Service without any unnecessary delay at the Client support telephone number 955 551 553 (option 4) and ask the Bank to block the access to the Service. The Client shall supply the Bank with information necessary for his/her identification and shall provide all known details concerning the circumstances of the threatened misuse of the Service. The Bank consequently blocks access to the Service or changes or suspends provision of the Service. The entitlement of the Client to request blocking of access to the Service at the Client's Point of Sale is not affected.

The Client is also entitled to request blocking of access to the Service for individual Users via Client support; a User is only entitled to request blocking of his access to the Service in this manner. The Bank is entitled to restrict the entitlement of the Client and the User pursuant to the previous sentence or certain times of day.
- 9.7 The Client acknowledges that any and all information on the MC Service and its use is confidential. The Client must not use this information for any purpose other than that for which it has been





provided, and may not divulge it or make it accessible to third parties without prior written consent of the Bank. If it is necessary that a third party or Client's employee should obtain certain information, the Client shall bind such persons to secrecy in compliance with these Conditions and with the relevant contracts for the opening and maintaining of Accounts.

- 9.8 The Client is not entitled to permit third parties to use the Service. The Client may only use the Client's MC application for the agreed-upon purpose and must not distribute, modify or copy the Application without prior written consent of the Bank.
- 9.9 The Client shall ensure that all Users are familiar with the Contract, Service user's manual published by Management Data Praha, spol. s r.o. and Handbook, and that they abide by the provisions thereof and abide by the recommendations contained therein. The Client shall be held liable if a User breaches the obligations set forth herein, as well as for any damage caused to the Bank by a User or third party using the Service.
- 9.10 The Client shall discharge his/her duty to inform the Bank as required by these Conditions, particularly under Articles 8 and 9 hereof, at the Client's Point of Sale, over the telephone at the Client Support number 955 551 553 (option 2) or at another telephone number communicated by the Bank. Should the Client fail to fulfil the duty to inform the Bank within three Business Days from the day on which such duty has arisen without being prevented from doing so by particularly serious reasons, he/she shall be deemed to fail to notify the Bank without unnecessary delay.
- 9.11 The Client shall be held liable for any damage suffered by the Bank as a result of a breach of Client's obligations set forth in Articles 8 and 9 hereof.
- 9.12 The Bank shall not be held liable for any unauthorised or erroneously performed payment transactions, for any damage suffered by the Client as a result of a breach of his/her obligations set forth under Articles 8 and 9 hereof, or for any loss or damage resulting from an incorrect authorisation or non-execution of an Order due to reasons caused by the Client or a payee.
- 9.13 If the Client ascertains that access to the Service has been blocked, he/she shall be obliged to take all necessary steps to unblock or regain access to the Service without any unnecessary delay, so that he/she can access information about the Payment Services the Bank provides to him/her through the mediation of the Service pursuant to the Payments Act.

#### **Article 10. Termination of the Contractual Relationship**

- 10.1 The Contract shall expire/be terminated:
- At the date of the expiry/termination of a contract for opening and maintaining the Account from which the Bank is entitled to settle the fees for the provision of the Services;
  - In case of a change of the person for whom the Bank keeps the Account from which the Bank is entitled to settle the fees for the provision of the Services, as from the date at which the Bank learns of such change;
  - By a notice of termination from any of the contracting parties. The Client and the Bank shall be entitled to terminate the Contract in writing at any time. 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 the Bank terminates a Contract with a Qualified Client, in which cases the Bank shall be entitled to terminate the Contract in accordance with the General Conditions; or
  - As at the Conclusive Date.
- 10.2 The Bank's right to cancel the Contract in accordance with the General Conditions shall not be prejudiced by this provision.

#### **Article 11. Definition of Terms**

11.1 Terms in the Conditions that begin with a capital letter have the following meanings:

**"Account"** shall mean any of Client's current accounts, deposit accounts (including term accounts) or credit accounts with which the Service is provided.

**"Account Limit"** shall mean an Account limit defined in the Request for Supplying the *MultiCash KB Service* for a specific User. The Account Limit is renewed once per each calendar day, always in the beginning of the day, and registered in CZK, even for Accounts denominated in a foreign currency.

**"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.

**"Bank's Branch"** shall mean Komerční banka, registered office at Praha 1, Na Příkopě 33/969, Postal Code: 114 07, Czech Republic, IČO (Company ID): 45317054, entered into the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360, acting through its organisational unit: Komerční banka, a.s., a foreign bank's branch, registered office at Hodžovo náměstie 1A, Postal Code: 811 06, Bratislava, IČO (Company ID): 47 231 564, Slovak Republic, entered into the Commercial Register kept by the District Court in Bratislava I., Section: Po, Insert No. 1914/B.

**"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.

**"Batch"** shall mean a single Order or several Orders sent to the Bank via the Service.

**"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.

**"CID"** shall stand for the Creditor Identifier, a unique identification number of a SEPA direct debit creditor. It consists of 35 characters at a maximum. Any CID for the Czech Republic has 12 characters (fixed) and is issued by Czech National Bank.

**"Client"** shall mean a natural person (business) or legal person that has entered into the Contract with the Bank.

**"Client Support"** shall mean a Bank's telephone service designed to ensure primary telephone contact between the Bank and the Client and User while solving their demands and requests and providing information concerning the operation of the Service.

**"Client's Point of Sale"** shall mean the Bank's point of sale at which the Client has executed the Contract.

**"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).

**"Contract"** shall mean a contract under which the Bank undertakes to provide the Client with the Service.

**"Conversion Transaction"** shall mean any transaction necessitating a currency conversion.

**"Data File"** shall mean a particular electronic data file created in the Client's MC application, through which the Client submits Orders and RFT Instructions via the Service.

**"EEA"** shall stand for the European Economic Area.

**"Electronic Statements"** shall mean settlement reports (account statements) in the Portable Document Format (PDF) in which the Bank

informs the Client about executed transactions and the balance in a relevant Account, delivered to the Service.

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

“**File**” shall mean a part of the Bank’s automated internal accounting system, in which payments hitherto unprocessed for example due to a lack of liquid funds in a relevant Account or unauthorized debits, are kept for a period of time determined by the Bank, usually 2 Business Days (or, as the case may be, agreed with the Client).

“**Foreign Payment**” shall mean an Order for a payment that may be used (i) for a payment made in a foreign currency or in CZK sent to a bank abroad or (ii) for a payment made in a foreign currency outside the Bank, outside the Bank. A Foreign Payment may be made to the debit of a CZK current Account or a foreign currency current Account. Payments are cleared via mutual accounts of the payer’s bank and the payee’s bank, or also via a mediating bank.

“**FX Payment**” shall mean a payment made on a basis of an Order to transfer, from an internal account of the Bank, the funds purchased at an agreed-upon exchange rate under a separate contract covering the trading in financial markets entered into by the Bank and the Client.

“**Handbook**” shall be a manuals issued by the Bank for Users of the Service, which the Bank is entitled to amend. They are MultiCash KB - Data Handbook, MultiCash KB - Current Balance Module Installation (CBA) and MultiCash KB - Current Balance Module (CBA) Setup Guide. The Bank has made the Handbook public on its website. It is also available at the Bank’s points of sale. The Handbook is not a Notice as envisaged in the General Conditions.

“**Initialising Letter**” shall mean an announcement to the Bank containing a representation of a User’s Public Key in a printed form. The Initialising Letter is created during an initialising process while the Private and Public Key are being generated. The relevant User must sign the Initialising Letter in accordance with a specimen signature shown in the *MultiCash KB* Registration Form.

“**Management Data Praha**” shall mean Management Data Praha, spol. s r.o., registered office at Praha 4, Bělehradská 54, Postal Code: 120 00, IČO (Company ID): 49683471, entered in the Commercial Register kept at the Municipal Court in Prague, section C, insert 22135.

“**MC**” shall stand for the *MultiCash KB* service used in association with the Bank’s server and Client’s application.

“**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.

“**MultiCash KB**” shall be a brand name of a service designed for sending and receiving electronic data between the Client and the Bank. *MultiCash KB* contains mainly the following modules, without limitation to them: (i) domestic payment module designed for the Czech Republic, including its English version; (ii) foreign payment module designed for the Czech Republic, including its English version; (iii) SEPA Credit Transfer module, including its English version; (iv) Cash Management basic module; (v) electronic signature, including a limit applicable to the electronic signature; (vi) RFT (MT101) module – Order for a payment made from an account kept with another bank; (vii) state of payments – information on the current state of a payment.

“**Notice Board**” shall mean a service designed for giving messages to the Client through the Bank’s MC server.

“**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 a Notice: the Service user’s manual published by Management Data Praha, spol. s r.o.

“**Order**” shall mean a payment order, i.e., an instruction in which the Client asks the Bank to execute a payment transaction<sup>5</sup>.

“**Order for a Payment Made in a Foreign Currency**” shall mean an Order for a payment that may be used for a payment between accounts kept with the Bank made in the same currency or in different currencies, except for cases where the payer’s Account and payee’s account are denominated in CZK, for payment to another bank in the Czech Republic submitted into on a current account held in a foreign currency. The order to settle in a foreign currency outside the Bank is passed to the CNB Clearing Center and is therefore always executed in CZK irrespective of the currency of the Account for which the Order is entered.

“**Payment Scheme**” shall be a unified set of rules, procedures and standards/ instructions agreed upon by providers of Payment Services and applicable to payment transactions executed in the European Union and its member states. It is independent of any infrastructure and/or payment system that provides for its operation.

- “**B2B**” (“Business to Business”) is a Payment Scheme intended for natural persons (businesses) and legal persons that use SEPA Direct Debit.
- “**CORE**” (“Business to Customer”) is a Payment Scheme intended for natural persons (non-business and businesses) and legal persons that use SEPA Direct Debit

“**Private Key**” shall mean data used for creating the Signature. The Client creates his/her Private Key using his/her own program.

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

“**Public Key**” shall mean data used for verifying the Signature. The Client creates his/her Public Key using his/her own program.

“**Qualified Client**” shall be a Client – Micro-enterprise or Client – Consumer with respect to the provision of Payment Services as envisaged in the General Conditions.

“**Remote Signature**” shall mean a functionality of the Service whereby it is necessary to sign a request with an additional Signature from another location than that from which the first Signature has been attached, so that the Bank can be able to process the request placed by the Client.

“**Request for Supplying the *MultiCash KB* Service**” shall mean a document containing Client’s basic data and particulars necessary for the Client’s administration at the Bank and setting the parameters of the Service.

“**RFT Instruction**” shall mean an instruction to make a payment from (to the debit of) an account kept with the Bank or another bank, contained in a Data File in a form of the MT101 swift message.

“**SEPA Area**” consists of member states of the European Economic Area (EEA) and territories that have voluntarily acceded to the SEPA rules. An updated list of all countries that apply the SEPA rules is available at the official website of the European Payments Council: [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).

“**SEPA Direct Debit Order**” is an instruction for debiting funds from an account of a SEPA Direct Debit payer issued by the Client – Creditor (SEPA Direct Debit payee).

“**SEPA Payment**” is any cashless transfer in EUR whose amount is not limited. The payer and payee’s accounts may both be denominated in any currency but must be kept in the SEPA Area. The SEPA Payment Order must contain a Unique Identifier in the IBAN format; the BIC is not mandatory. Fees related to the transfer shall be shared by the payer and payee (“SLEV” or “SHA” fees). If a SEPA payment is made between accounts kept with the Bank, the payer and payee’s account must both be denominated in EUR.

“**SEPA Reachable Bank**” is a bank that is a participant in the SEPA Payment Schemes with respect to payments and collections.

“**Service**” shall mean the *MultiCash KB* service provided on the basis of the Contract.

<sup>5</sup> Note regarding the *MultiCash* client application: The term “standing order” in the *MultiCash* client application is understood as a payment Order in CZK submitted by the Client in advance before its due date and stored in the Client’s application, ready for subsequent sending to the Bank. Hence, it is not a usual standing Order.



“**Signature**” shall mean an electronic signature used for verifying the identity of a sender of a particular message and as an authentication of the fact that the message to which the Signature was attached has not been altered. The Signature contains the Private and Public Key.

“**Signature Class**” shall mean a designation of a number and combination of instances of the use of the Signature set forth by the Client in the Request for Supplying the *MultiCash KB Service*.

“**UMR**” shall stand for the Unique Mandate Reference, a SEPA direct debit unique identification code set down by a SEPA direct debit creditor. It must not be longer than 35 characters.

“**Unique Identifier**” shall mean a banking link expressed by IBAN (or, as the case may be, an account number) or, in case of domestic payments, by an account number and bank code.

“**User**” shall be a Client – natural person (business) and an individual authorised by the Client to use the Service provided to the Client.

11.2 Submitting/sending a request shall mean, for the purpose of these Conditions, sending a request to the Bank for processing via the Service.

11.3 Delivering a request shall mean, for the purpose of these Conditions, a delivery of a request to the Bank via the Service.

#### **Article 12. Final Provisions**

12.1 The Bank shall be entitled to update these Conditions on an ongoing basis in the manner set forth in the General Conditions.

12.2 These Conditions repeal and replace the Terms and Conditions of the Provision and Use of *MultiCash KB Service* of 17 August 2019.

12.3 These Conditions come into effect as of 1 January 2023.

FOR INFORMATION ONLY