

## **BUSINESS CONDITIONS OF PPF BANKA A.S. FOR INTERNETBANKING**

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## 1. INTRODUCTORY PROVISIONS

- 1.1 These Business Conditions of PPF banka a.s. for Internetbanking (hereinafter the “**Conditions**”) set out the basic rules applying to business relations between the Bank and its Clients during the use of the Internetbanking Banking Service.
- 1.2 Unless specified otherwise herein, capitalized terms or phrases used in these Conditions have the meaning specified in the General Business Conditions of PPF banka a.s. (hereinafter the “**GBC**”). Such defined terms and phrases apply both to the singular and the plural similarly.
- 1.3 These Conditions have been issued under, and in accordance with, Section 1751 of the Civil Code, the Payments Act, the Banking Act and any associated legal regulations.
- 1.4 These Conditions constitute “Specific Business Conditions” (hereinafter “**SBC**”) issued in accordance and conjunction with the GBC. Any relations between the Bank and the Client not provided for under these Conditions shall be governed by the GBC.

## 2. DEFINITION OF TERMS

- 2.1 **Security Elements** – in accordance with the GBC these consist primarily of the following: an OTP code, an OTP Token, an IB Login Password, an SMS code and an IB Username.
- 2.2 **Batch** – a file (generated e.g. by the Client’s accounting system) in a format accepted by the Bank, whose content is a multiple Payment Order.
- 2.3 **Supplier** – a third party that processes or performs a service or services forming part of IB, or which contractually carries out activities for the Bank associated with the operation of IB.
- 2.4 **Main Client** – the Bank’s client through whom a Client uses IB services in part or in whole. The Client grants a power of attorney to the Main Client and his Users for the purposes and to the extent as may be necessary for the Client to use IB services through the Main Client.
- 2.5 **IB (also “Internetbanking”)** – an online system of ELB (operating via a continuous connection with the Bank) allowing a User to communicate with the Bank, to submit Payment Orders and requests to the Bank, and to obtain additional information, including information about the balance on Accounts and any Payment Transactions performed on them.
- 2.6 **Limit** – the maximum total amount that may be used in handling Funds in an Account, specified in the User’s Right. This Limit is always specified in CZK, and may be set for a Payment Order (hereinafter also referred to as the “Transaction Limit”), for a certain time period (day, week or month – hereinafter also referred to as the “Time-based Limit”), or in a combined form for a Payment Order and also for a certain time period. A Limit applies in

aggregate to all the Accounts specified in the User’s Right, which may be handled by the User via IB.

- 2.7 **User’s Right** – a form specified by the Bank, which meets the requirements for a power of attorney, whereby the Client authorises a User to access IB. The User’s Right also sets out the method for the User’s login into IB, and the range of the access rights, in particular, but without limitation, access to Accounts and to Payment and Banking Services, the right to submit Payment Orders and, if applicable, the right to authorise Payment Orders or to send requests to the Bank.

In relation to the IB services that the Client uses through the Main Client and/or his Users, the User’s Rights granted by the Main Client are regarded as the User’s Right of the Client.

- 2.8 **OTP code** – a unique, six-digit numerical identifier for authorization purposes which a User generates by means of an OTP Token separately for:
- each login to IB, to enable User verification,
  - each Payment Order or request sent to the Bank, for the purpose of their authorisation.

This is not, however, an encrypted signature.

- 2.9 **OTP Token** – a hardware device used to generate an OTP code.

- 2.10 **IB Login Password** – assigned to a User if authorisation via an OTP code and an SMS code has been chosen. The User enters the IB Login Password when logging into IB and when performing the registration of the OTP Token. An IB Login Password must have between six and ten characters, may contain only alphanumeric characters without diacritical marks, must include at least one uppercase letter, one lowercase letter and one digit, and may not contain any repetitions.

- 2.11 **List of Accounts** – a list of the Accounts which may be viewed or potentially handled via IB.

- 2.12 **Agreement** – an Agreement on Electronic Banking concluded between the Bank and a Client.

- 2.13 **SMS code** – a unique, eight-digit numerical identifier for authorisation purposes which is sent to the User to a specified mobile telephone number. A unique SMS code is generated separately for:

- each login to IB, to enable User verification,
- each Payment Order or request sent to the Bank, for the purpose of their authorisation.

This is not, however, an encrypted signature.

- 2.14 **Technical Requirements** – a set of requirements for software and hardware needed for ensuring IB operation on the part of the Client. The Bank shall publish the current wording of Technical Requirements on its Website. Technical Requirements do not constitute Information within the meaning of the GBC.

- 2.15 **User** – an Authorised Party authorised by a Client to use IB, the scope of the authorisation is specified in the Right of a particular User. In relation to the IB services that the Client uses through the Main Client, every User of the Main Client is regarded as the Client's User.
- 2.16 **User Guide** – the Bank's set of rules for the use of IB. The Bank may amend the User Guide. The current version of the User Guide is published by the Bank on its Website. The User Guide does not constitute Information within the meaning of the GBC.
- 2.17 **IB Username** – a User's login name for IB agreed between a Client and the Bank and stated in the User's Rights. An IB Username must have between eight and sixteen characters, may contain only alphanumeric characters without diacritical marks, must include at least one uppercase letter, one lowercase letter and one digit.
- 2.18 **Multiple Authorisation** – a system configuration where a selected number of authorisations from (2 or more) Users is required for the use of IB, regardless of the amount of any specified Limit.
- 2.19 **Multilevel Authorisation** – a system configuration where a selected number of authorisations from (1 or more) Users is required for the use of IB, depending on the amount of a specified Limit.
- 2.20 **Customer Service** – a telephone number or email address used for reporting faults or irregularities in IB and for providing user support to Clients and Users. Customer Service is available on Business Days from 8.00 a.m. to 6.00 p.m.

### 3. GENERAL PROVISIONS

- 3.1 The Bank provides the IB service under an Agreement, or upon the Client's request and its acceptance by the Bank.
- 3.2 The Client is to specify the Payment Account from which Fees for the establishment and administration of IB and for other services associated with IB service provision are to be debited. If the Client does not specify such Payment Account the Bank will specify it.
- 3.3 Other Fees associated with Payment Transactions and Payment and Banking Services are debited from the particular Accounts via which the respective Payment Transaction was performed or the respective Payment or Banking Service was provided.
- 3.4 Clients access IB through the Website. Clients may use IB only for the agreed purpose. Clients use IB via Users.
- 3.5 The Client acknowledges that, within the scope of their respective rights, Users have access to information regarding the balance and the transactions performed on the Accounts which they work with in IB.

### 4. TECHNICAL REQUIREMENTS

- 4.1 The minimum technical requirements for the operation of IB are listed in the Technical Requirements.
- 4.2 The Bank may improve IB from time to time by upgrading the system to a higher version; the Bank is obliged to

inform Clients of any such planned upgrade sufficiently in advance of performing the upgrade.

- 4.3 Clients are obliged to ensure that they have HW which is adequate in terms of its functioning and performance and that any other installed SW is compatible with IB for the entire period of validity of the Agreement. In cases where IB is improved and/or upgraded to a higher version, Clients are obliged to ensure that their HW and SW meet the requirements for this change.
- 4.4 By signing the Agreement, or by submitting a request for the provision of the IB service, the Client guarantees that it has adequate HW and SW for IB use to the extent of the Technical Requirements.

### 5. SERVICE IMPLEMENTATION

- 5.1 The Bank will provide the IB service to the Client only if the Client holds at least one Payment Account with the Bank.
- 5.2 The Bank will provide the Client with access to use IB on the basis of a concluded Agreement or on the basis of accepting the request for the provision of the service by the Bank, authorisation of Authorised Parties, specification of the Accounts that will be connected to IB, and agreement on the specific conditions of the service.
- 5.3 At least one User must be specified for Main Client IB all the time.
- 5.4 If the Client closes the Payment Account specified for the debiting of the Fee for the establishment and administration of IB and for other services related to IB provision, the Client is obliged to specify a new Payment Account for this purpose; otherwise, the procedure will be *mutatis mutandi* under the second sentence of Article 3.2 hereof.

### 6. SECURITY

- 6.1 IB is secured against abuse using Security Elements.
- 6.2 To ensure secure access to IB the Bank may make use of Security Elements (e.g. an OTP code, an SMS code etc.), and may collect and evaluate information relating to Users' access to IB. Actions for which authorisation is given by an User are binding for the Client.
- 6.3 Each User may log in to IB and perform authorisation by one method only – using either an OTP code, or an SMS code. The method used may be changed based on a request from the Client.
- 6.4 Data is automatically encrypted during transfer between the Client and the Bank.

The Bank has the right to (permanently or temporarily) restrict the range of methods available for authorisation and/or the means used for obtaining them.

6.6 Upon the provision of the service, the following will be provided in the agreed manner depending on the chosen means of login into IB and of authorising:

- using an OTP code:
  - the IB Login Password will be provided only to the User, either in a secure envelope or via an SMS message;
  - the OTP Token will be handed over in person either to the Client or to a person authorised by the Client;
  - one OTP Token may not be used by more than one User.
- using an SMS code – the IB Login Password will be provided only to the User in a secure envelope or via an SMS message sent to the mobile operator number designated for the sending of SMS codes.

6.7 Clients and Users may contact the Bank in the event that the OTP Token does not function correctly. In such a case, the Bank will arrange for the repair of the OTP Token or its replacement with a new Token. The Bank provides the following warranties for OTP Tokens:

- for Clients – consumers, the warranty period is two years,
- for other Clients the warranty period is 6 months.

After the expiration of the warranty period, free of charge replacement of the OTP Token will no longer be possible and in the event of an irreparable defect in the OTP Token the Bank will sell the Client a new OTP Token.

6.8 There is no time limit on the validity of IB Login Passwords. However, the Bank recommends that Users change their IB Login Password at least once a year. Users will be denied IB access after a specified number of incorrect attempts to enter an IB Login Password or an OTP code (when logging in and performing authorisation using an OTP code) or an SMS code (when logging in and performing authorisation using an SMS code).

6.9 Renewal of access may be requested by a Client or a User, either in person at a Place of Business of the Bank or by phoning IB Customer Service.

6.10 Clients and Users using IB are obliged, in particular:

- to protect all Security Elements against abuse, loss, unauthorised disclosure and theft,
- to change the IB Login Password provided by the Bank, if authorisation using an OTP code or an SMS code has been chosen, immediately after logging in for the first time,

6.11 Clients are also obliged to protect their own computer technology system and its components against abuse.

6.12 Clients are responsible for duly securing the IB system against unauthorised access. Clients shall take measures to prevent the abuse of the IB system by third parties.

## 7. PAYMENT AND BANKING SERVICES PROVIDED VIA IB AND OTHER IB FUNCTIONS

7.1 The main Payment and Banking Services available to Users via IB are as follows:

- enter selected Payment Orders,
- view balances on Accounts and the history of transactions performed on them, if any,
- access Account statements,
- access information relating to payment cards (hereinafter “Cards”) issued for Payment Accounts to which the Client has access via IB,
- access other data and information available via IB, and send authorised requests and messages to the Bank.

In IB, Users may also set up notifications to be sent to them regarding Payment Transactions, changes in Account balances etc. (these notifications do not constitute Information within the meaning of the GBC), and may make use of the other available functions of IB.

7.2 The conditions applying to the particular Payment and Banking Services provided via IB are defined in the GBC or respective SBCs; the use of these services via IB and the other available functions of IB are described in detail in the User Guide.

7.3 The Bank may change the scope of Payment and Banking Services provided via IB and the scope of IB functions at any time. The Bank shall inform the Client thereof.

7.4 Where Clients request the express performance of Domestic Orders in CZK to credit an account with another domestic Provider, they are obliged to specify this in IB when submitting the Payment Order.

7.5 For Payment Orders manually entered into IB the Maturity Date is required information.

The individual items in one bulk Payment Order imported into IB in a Batch can have different Maturity Dates and the payments can be performed from different Accounts connected to IB. If such a bulk Payment Order contains items where the Maturity Date stated has already passed or no Maturity Date is stated, these items will automatically be assigned the earliest possible Maturity Date in accordance with the GBC.

7.6 Payment Orders must be authorised at the latest as of their Maturity Date and within the time period for the submission of Payment Orders stated in the GBC. If the authorisation of Payment Orders is performed after this time period has expired, authorisation will either be refused by IB or the further processing of the Payment Orders will be refused after authorisation.

7.7 Clients and Users may contact IB Customer Service in the event of any problems with IB functions, with the authorisation of Payment Orders and requests made to the Bank or other problems associated with IB.

## 8. HANDLING OF FUNDS

- 8.1 Clients are responsible for ensuring that the Funds on an Account are handled via IB only by the Users.
- 8.2 Clients are obliged to inform the Bank of any changes in regard to Users, and to request a change of the IB service. Clients are liable for any loss or damage incurred due to the breach of this obligation.

## 9. THE SCOPE OF USERS' RIGHTS

- 9.1 In a User's Right, the Client can set up a Right to authorise and/or a Right to View.
- 9.2 If the Client grants a User a Right to View the User can only view information available through IB (information relating to Accounts, Payment Transactions performed, Payment Orders submitted etc.), and may only submit Payment Orders. Authorisation of Payment Orders must be performed by a User holding a Right to authorise.
- 9.3 Users may be granted Right to authorise with the following scopes:

- **INDEPENDENTLY WITHOUT LIMIT** – a User performs the authorisation of Payment Orders independently without limitations.
- **INDEPENDENTLY UP TO A SPECIFIED LIMIT** – a User performs the authorisation of Payment Orders independently up to the amount of a specified Limit. If Payment Orders exceed the specified Limit, Users may only enter them into IB. Authorisation must be performed by a User who has been granted a higher Limit.
- **INDEPENDENTLY UP TO A SPECIFIED LIMIT, BEYOND THE LIMIT JOINTLY WITH ANOTHER USER** – a User performs the authorisation of Payment Orders independently up to a specified Limit. Payment Orders exceeding the specified Limit must be authorised jointly with another User.
- **JOINTLY WITH ANOTHER USER UP TO A SPECIFIED LIMIT** – a User performs the authorisation of Payment Orders only up to a specified Limit, and always jointly with another User.
- **JOINTLY WITH ANOTHER USER WITHOUT LIMIT** – a User always performs the authorisation of Payment Orders jointly with another User.

A Right to authorise with a different scope may also be set up following prior agreement with the Bank.

- 9.4 In a Right to authorise, a Client may specify the following Limits for handling Funds on an Account:
  - a Transaction Limit separately,
  - a Time-based Limit separately,
  - a Transaction Limit together with a Time-based Limit.
- 9.5 A Transaction Limit specifies the maximum possible amount of one Payment Order for which authorisation

may be performed. Authorisation may be performed for an unlimited number of Payment Orders whose amounts do not exceed the Transaction Limit.

- 9.6 A Time-based Limit specifies the maximum possible aggregate value of Payment Orders for which authorisation may be performed in a designated time period. Authorisation may be performed for an unlimited number of Payment Orders provided that the aggregate amount of all such authorised Payment Orders does not exceed the Time-based Limit. A Time-based Limit may be set for one Business Day, one calendar week or one calendar month. The Time-based Limit is reduced upon the authorisation of a Payment Order, and is then reset:
  - a. at 00:00:01 a.m. each new Business Day, if the Time-based Limit is set for one Business Day. Payment Orders authorised outside of Business Days are deducted from the Time-based Limit of the next subsequent Business Day;
  - b. at 00:00:01 a.m. each Monday, if the Time-based Limit is set for a calendar week;
  - c. at 00:00:01 a.m. on the first day of each calendar month, if the Time-based Limit is set for a calendar month.

An exception is the cancellation of Payment Orders where the amount of the Payment Order being cancelled is not checked against the Time-based Limit.

- 9.7 If both a Transaction and a Time-based Limit have been set, both of these Limits must be adhered to at the same time, i.e. authorisation may be performed for a Payment Order whose amount does not exceed the set Transaction Limit and at the same time does not exceed the Time-based Limit. Therefore, if a Payment Order is within the Transaction Limit but the sum total of all Payment Orders for which authorisation has been performed to date exceeds the Time-based Limit, authorisation may not be performed for such Payment Order.
- 9.8 In the case of Intrabank Orders in Foreign Currency and Foreign Orders (one-time and multiple), the Limit works with the relevant counter-value of the foreign currency in CZK converted using the current Exchange Rate at the time of their authorisation according to the rules specified in the GBC.
- 9.9 Payment Orders with a future Maturity Date are deducted from the respective Limits at the time of their authorisation.
- 9.10 Clients may arrange for Multiple or Multilevel Authorisation. Multilevel Authorisation may be arranged if the Client has also arranged Multiple Authorisation.
- 9.11 If Multiple/Multilevel Authorisation is arranged, authorisation by various Users according to the rules agreed in the User's Right must be arranged for actions performed in IB.
- 9.12 Users always perform the authorisation of requests, messages and other communications sent to the Bank independently.



9.13 The Client may give a User the following levels of access to information relating to Cards issued on Payment Accounts connected to the Client's IB:

- the User will have access to information relating only to Cards where the User is the Card Holder,
- the User will have access to information relating to all of the Cards issued on all of the Payment Accounts to which the User has access via IB.

9.14 In the User's Right, the Client may authorise the User to submit and independently authorise, on behalf of the Client, requests concerning arrangements for Payment and Banking Services or changes to already provided Payment and Banking Services, to the extent of the offering of such requests, in IB.

## 10. DATA TRANSMISSION

10.1 Users may use IB twenty-four hours a day, seven days a week.

10.2 In justified cases, the Bank may interrupt IB service provision, including the acceptance of Payment Orders. The Bank shall notify the Client of any scheduled IB service downtime via IB. In the event of technical faults on the part of the Bank or any third party, the Bank may interrupt IB provision without prior notice.

10.3 In order to access IB, Users must always enter their IB Username and:

- if logging in using an OTP code, enter their IB Login Password and the OTP code,
- if logging in using an SMS code, enter their IB Login Password and the SMS code.

10.4 The only method by which a User may approve the performance of a Payment Order or request made to the Bank is its authorisation using an OTP code or an SMS code.

10.5 The Bank accepts responsibility only for data received and confirmed by the Bank. The Bank is not liable for any damage incurred due to the incorrect or duplicated entry of data (Payment Orders or requests) via IB.

10.6 The Bank reserves the right to change the manner of submitting data, if required for the secure operation of IB or for other serious reasons.

## 11. STATEMENTS AND COMPLAINTS PROCEDURE

11.1 Clients are informed of Payment Transactions performed via IB in Account statements.

11.2 Clients and/or Users are also informed via IB of all currently performed Payment Transactions and of the balance of the Funds on the Account.

11.3 The history of Payment Transactions is available in IB for 13 months.

11.4 Clients may submit complaints relating to IB via IB itself, via IB Customer Service or at a Place of Business of the Bank.

11.5 The Client consents to the recording of all telephone calls made by the Client or by a User to IB Customer Service, and agrees that the Bank may use such recordings as reference material in any complaints procedure.

11.6 Complaints may be submitted on behalf of a Client by any of its Users.

11.7 Complaints are settled in accordance with these Conditions, the GBC and the Bank's Complaints Code.

## 12. LOSS, ABUSE, FAULTS AND BLOCKING OF IB

12.1 Clients and Users are obliged to inform the Bank immediately if there is any suspicion of:

- the unauthorised disclosure of Security Elements,
- the potential abuse of IB by a third party,
- a program error and/or an error or abuse relating to the transmission or reception of data.

12.2 Clients and Users are also obliged, as soon as they discover any such occurrence:

- to report the loss or theft of IB service or SW/HW enabling its use (in particular any Security Elements),
- to report any unauthorised Payment Transaction for which they did not submit an order,
- to request, where applicable, the blocking of IB for security purposes.

Such reports may be made in writing, in person at a Place of Business of the Bank, or via IB Customer Service. Where a report is made via IB Customer Service, the reporting person must provide their contact details, via which the Bank will verify the information provided. The Bank may refuse to perform the requested action if it is not possible to verify the information provided.

12.3 Following the making of a report as described above the Bank may block the use of IB. Clients agree to cooperate effectively with the Bank during the performance of corrective measures proposed by the Bank.

12.4 Clients may request the Bank to provide written confirmation that the loss/theft/abuse of Security Elements was reported to the Bank; however, Clients must do so within 18 months of making a report according to Articles 12.1 and 12.2.

12.5 The Bank shall have the right to block the use of IB only for the following reasons:

- IB security, in particular in cases of suspicion of unauthorised or fraudulent use of IB,
- any significant increase in the risk that the Client will not be able to repay a loan than can be drawn through IB,
- in the cases specified by applicable legal regulations.

Once the reasons for blocking IB cease to exist, the Bank shall unblock IB.

12.6 Prior to blocking IB or, if this is not possible, immediately thereafter, the Bank shall inform the Client of this restriction and the reason for it. This obligation shall not apply in the case that the provision of such information can frustrate the purpose of IB restriction or where this is contrary to legal regulations.

12.7 In the event that Clients find that access to IB has been blocked, they are obliged to take all necessary steps to unblock or restore their access without undue delay, in order to have access to Information that the Bank Provides and/or Discloses to them in accordance with the Payments Act.

### 13. LIABILITY

13.1 The liability of Clients and of the Bank is provided for in the GBC, these Conditions and the Agreement.

13.2 The Bank is not liable

- for cases where IB cannot be used for reasons beyond the control of the Bank or its partners (interruption of the power supply, interruption of the connection with the Bank via public internet, strikes etc.) including any damage incurred as a result of such cases,
- for damage incurred by a Client due to a breach of the Client's obligations set out in these Conditions,
- for damage incurred due to incorrect authorisation or any failure to perform a Payment Order for reasons on the part of a Client or on the part of a payment Beneficiary.

13.3 The electronic communications networks (public telephone lines, mobile networks, email and fax) used for communication between the Bank and Clients according to these Conditions are not under the direct control of the Bank, and the Bank is therefore not liable for any damage incurred by Clients due to their potential abuse. The protection of such networks and the confidentiality of messages sent via them must be ensured by the providers of the respective electronic communications services pursuant to legislation including, without limitation to, Act No. 127/2005, on Electronic Communications, as amended.

13.4 The Bank is liable for the functioning of IB, subject to compliance with the Agreement, the Security Principles, the User Guide and any other instructions of the Bank.

13.5 If any malfunctioning of IB for reasons on the part of the Bank is discovered outside of the Bank's Business Hours, the Bank will commence work to rectify such malfunctioning on the next subsequent Business Day immediately after the beginning of the Bank's Business Hours.

13.6 Any and all information regarding the IB system and Payment and Banking Services provided via IB and their use is confidential, and Clients may not use such information in a manner contrary to the purpose for which it was provided to them.

13.7 The Client is also liable for any incorrectly entered data and technical faults on the part of the Client.

13.8 The Client is liable to the Bank for damage incurred by the Bank due to any breach of the Client's obligations under the Agreement, these Conditions or the GBC, or as a result of any incorrect use of IB.

### 14. TERMINATION OF CONTRACTUAL RELATIONSHIP

14.1 The Agreement is discharged in cases specified in the GBC and also on the day of closing the Client's last Payment Account connected to IB.

14.2 In the event of the termination of the Agreement, access to the Client's Accounts via IB will automatically be cancelled for the Client and all its Users.

14.3 The Client's access to the IB services that the Client uses through the Main Client will be terminated as of the day of the termination of IB service provision to the Main Client.

### 15. FINAL PROVISIONS

15.1 These Conditions come into force on January 1, 2017 and effect on March 1, 2015, as of which date they shall supersede the existing Business Conditions of PPF banka a.s. for Internetbanking effective from July 1, 2015.