

**BUSINESS CONDITIONS OF PPF banka a.s.
FOR THE USE OF HOMEBANKING SERVICES**

CONTENTS:

1. INTRODUCTORY PROVISIONS	2
2. DEFINITION OF TERMS.....	2
3. GENERAL PROVISIONS	3
4. TECHNICAL REQUIREMENTS.....	3
5. SERVICE IMPLEMENTATION	4
6. SECURITY	4
7. PAYMENT AND BANKING SERVICES PROVIDED VIA HB AND OTHER HB FUNCTIONS	5
8. HANDLING OF FUNDS.....	5
9. USERS' RIGHTS.....	5
10. DATA TRANSMISSION	6
11. STATEMENTS AND COMPLAINTS PROCEDURE	7
12. LOSS, ABUSE, FAULTS AND BLOCKING OF HB.....	7
13. LIABILITY	7
14. TERMINATION OF CONTRACTUAL RELATIONSHIP.....	8
15. FINAL PROVISIONS.....	8

1. INTRODUCTORY PROVISIONS

- 1.1. These Business Conditions of PPF banka a.s. for the Use of Homebanking Services (hereinafter the "Conditions") set out the basic rules applying to business relations between the Bank and its Clients during the use of the Homebanking Banking Service.
- 1.2. Capitalised terms or phrases used in these Conditions have the meaning specified in the article "Definition of Terms" in the General Business Conditions of PPF banka a.s. (hereinafter the "GBC") and/or the article "Definition of Terms" herein, or, where applicable, the meaning specified in the individual provisions hereof. 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 273 of the Commercial 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.
- 1.5. These Conditions form an integral part of the Agreement on Homebanking concluded between the Client and the Bank. Should the Agreement on Homebanking contain provisions at variance with these Conditions, the provisions of the Agreement on Homebanking shall prevail. Should these Conditions contain provisions at variance with the provisions of the GBC, the provisions of these Conditions shall prevail.

2. DEFINITION OF TERMS

- 2.1. **Authorisation** – the process during which a User approves a Payment Order or a request made to the Bank by means of an Electronic Signature.
- 2.2. **Authorisation Right** – a rule providing authorisation to view selected Accounts from the List of Accounts, to enter Payment Orders from particular CAs and to perform their Authorisation, or to send requests to the Bank. The Authorisation Right also specifies the method by which Authorisation is to be performed, and forms an annex to the Agreement on HB. In the case of Agreements on HB concluded before or on 28 February 2011, this annex is called the "Signature Rule".
- 2.3. **Security Elements** – in accordance with the GBC, these consist primarily of the following: Electronic Signature, HB Username, HB Login Password, Password to Signature Key, Password for Signature Certificate verification, Password for Transport Certificate verification, Signature Certificate, Signature Key, Transport Certificate and Transport Key.
- 2.4. **CA** – a current account.
- 2.5. **Batch** – a file in a specific format (generated e.g. by the Client's accounting system) whose content is a multiple Payment Order.
- 2.6. **Supplier** – a third party that processes or performs a service or services forming part of HB, or which

contractually carries out activities for the Bank associated with the operation of HB.

- 2.7. **Electronic Signature** – encrypted data in electronic form which is attached to submitted data and which enables the verification of a User's identity. It comprises a Signature Certificate and a Signature Key.
- 2.8. **HB (also "Homebanking")** – an offline system of ELB (operating without 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.
- 2.9. **Password to Signature Key** – an alphanumeric code which the User enters during the Authorisation of Payment Orders and requests made to the Bank and which allows the usage of the Signature Key.
- 2.10. **Password to Transport Key** – an alphanumeric code which allows the Transport Key to be used for receiving messages from the Bank via HB.
- 2.11. **Password for Signature Certificate verification** – an alphanumeric code which the User obtains from the Bank and which the User uses for Signature Certificate verification. Following the successful verification of the Signature Certificate, the User obtains a valid Signature Key for the Authorisation of Payment Orders and requests made to the Bank.
- 2.12. **Password for Transport Certificate verification** – an alphanumeric code which the System Administrator obtains from the Bank and which the System Administrator uses for Transport Certificate verification. Following the successful verification of the Transport Certificate, the Client obtains a valid Transport Key for receiving encrypted messages from the Bank.
- 2.13. **Limit** – the maximum total amount that may be used in handling Funds in a CA based on an Authorisation Right. This Limit is always specified in CZK, is associated with a specific Authorisation Right, 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 CAs which may be handled via HB based on an Authorisation Right.
- 2.14. **Signature Certificate** – the personal certificate of a User, which – in combination with a Signature Key – forms an Electronic Signature allowing the Authorisation of Payment Orders and requests made to the Bank via HB.
- 2.15. **Signature Key** – consisting of a private and a public key; both keys must be generated for the Electronic Signature. The public key is registered at the Bank and the private key is used for the Electronic Signature.
- 2.16. **System Administrator Authorisation** – a document containing authorisation for a natural person to perform the role of System Administrator. The

System Administrator Authorisation forms an annex to the Agreement on HB.

- 2.17. **Record** – a record (certificate) of handover issued by the Bank in regard to the installation and testing of the functioning of HB by the Bank.
- 2.18. **System Administrator Guide** – the Bank's set of rules for System Administrators regarding the configuration and administration of HB from the Client's side. The Bank may amend the System Administrator Guide. The System Administrator Guide does not constitute Information within the meaning of the GBC.
- 2.19. **HB Login Password** – the User's password for logging in to HB.
- 2.20. **List of Accounts** – a list of the Accounts which may be viewed or potentially handled via HB. The List of Accounts forms an annex to the Agreement on HB.
- 2.21. **Agreement on a CA** – an Agreement on a Current Account concluded between the Bank and a Client.
- 2.22. **Agreement on HB** – an Agreement on Homebanking concluded between the Bank and a Client.
- 2.23. **System Administrator** – a natural person authorised by the Client to administer HB from the Client's side, including e.g. system configuration and the administration of Users and their profiles. A System Administrator may also be a User, but this is not a condition for the authorisation of a natural person to perform the role of System Administrator.
- 2.24. **Transport Certificate** – a system certificate, which, in conjunction with a Transport Key, allows the receipt of encrypted messages and information from the Bank via HB.
- 2.25. **Transport Key** – a system key stored in a database of the HB application, which is used for the encryption of data transmitted from the Bank to the Client's side of the HB application. One Transport Key is used in common for the whole HB application of a single Client.
- 2.26. **User** – a natural person authorised by a Client based on an Authorisation Right to actively use HB, i.e. in particular to handle Funds on a CA to which the Client has given the User access rights via HB, to perform the Authorisation of Payment orders and requests submitted to the Bank, and to send Authorised messages to the Bank. A User is an Authorised Party within the meaning of the GBC.
- 2.27. **User Guide** – the Bank's set of rules for the use of HB. The Bank may amend the User Guide. The User Guide does not constitute Information within the meaning of the GBC.
- 2.28. **HB Username** – a User's login name for HB which is set for the User by the System Administrator in HB.
- 2.29. **Multiple Authorisation** – a system configuration where a selected number of Authorisations from (2 or more) Users is required for the use of HB, regardless of the amount of any specified Limit.
- 2.30. **Multilevel Authorisation** – a system configuration where a selected number of Authorisations from (1 or more) Users is required for the use of HB, depending on the amount of a specified Limit.

2.31. **Customer Service** – a telephone number or email address used for reporting faults or irregularities in HB 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. HB is established upon the conclusion of an Agreement on HB. All legal relations associated with HB are governed by the laws of the Czech Republic.
- 3.2. The Client, the System Administrator and Users are obliged to familiarise themselves with the Agreement on HB, these Conditions, the User Guide and the GBC, and agree to comply with them. The Client and the System Administrators are also obliged to familiarise themselves with the System Administrator Guide, and agree to adhere to it. The Client shall at all times bear full liability for cases where Users and/or the System Administrator violate the conditions stated in any of the documents above.
- 3.3. If a change of System Administrator is made, the original System Administrator is obliged to set up administrative access to HB for the new System Administrator, and the Client is obliged to notify the Bank of this change.
- 3.4. In the List of Accounts, the Client is to specify the basic CA from which Fees for the establishment and administration of HB, including its installation, and Fees for other services associated with HB service provision are to be debited. The preferred currency used for this CA is CZK. It may be denominated in a currency other than CZK only if the Client does not have any CA held in CZK connected to the HB system.
- 3.5. 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.
- 3.6. Clients have access to HB following its installation. Clients may use HB only for the agreed purpose. Clients use HB via Users.
- 3.7. The Client acknowledges that, based on the respective Authorisation Right, Users have access to information regarding the balance and the transactions performed on the Accounts which they work with.
- 3.8. The performance of payments via HB is governed by the GBC, unless these Conditions or the Agreement on HB state otherwise.

4. TECHNICAL REQUIREMENTS

- 4.1. **Software (SW):**
Desktop version of the Windows operating system supported by the manufacturer.
MS Internet Explorer in the manufacturer's supported version.
HB versions 5.0.60.x and above also require .NET Framework 2.0.
To submit Payment Orders in the form of Batches we also recommend having SW to generate the batch file in a format supported by the Bank.

- 4.2. Hardware (HW) – a personal computer with the following recommended minimum specifications:
- Pentium 300 MHz processor,
 - 128 MB of RAM,
 - 60 MB of free space on the hard disk for the installation of HB,
 - 100 MB - 1 GB of free space for the database (the database may require space in the order of gigabytes, depending on the quantity of data stored),
 - CD-ROM or DVD-ROM drive,
 - graphics adapter and monitor with Super VGA (800 x 600) resolution,
 - internet connection for communication with the Bank.
- 4.3. The Bank may improve HB 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.
- 4.4. 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 HB for the entire period of validity of the Agreement on HB. In cases where HB 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.
- 4.5. By signing the Agreement on HB the Client guarantees that it has adequate HW and SW for HB installation and use.

5. SERVICE IMPLEMENTATION

- 5.1. The Bank will conclude an Agreement on HB with the Client only if the Client holds at least one CA with the Bank.
- 5.2. The Bank will provide the Client with HB for its use following the signing of the Agreement on HB and the submission of the respective annexes to the Agreement on HB duly completed and signed by the Client, the System Administrator and the Users.
- 5.3. When signing the Agreement on HB the Client shall specify the method for the installation of HB, a List of Accounts, the System Administrator, the Users and their Authorisation Rights. The Client may change these specifications at any time.
- 5.4. If the Client closes the CA that is given in the List of Accounts as the basic CA, the Client is obliged to specify a new basic CA in the List of Accounts.
- 5.5. The Client agrees to use the HB software exclusively for its own needs, to protect it against unauthorised use, copying or distribution. The Client does not have the right to modify the HB software in any way, to decompile or reverse engineer it, or to transfer it to any third party, to lease it or otherwise to make it available to third parties.
- 5.6. The Client acknowledges that the HB software is not transferred into the Client's ownership.
- 5.7. The Bank offers the Client the option to have an authorised employee of the Bank install HB on the Client's system. If the Client decides to perform the installation without the Bank's assistance, the Bank is

obliged to provide the Client with appropriate documentation and support for the installation process; however, the Bank bears no liability for the correct installation and verification of the functioning of HB.

- 5.8. In the event that the installation of HB is performed by the Bank's employee, this employee will also verify its functioning and train the Users, all of which will be carried out within the period agreed with the Client after signing the Agreement on HB.
- 5.9. The System Administrator will be provided with a Password for Transport Certificate verification in the agreed manner in a secure envelope.
- 5.10. A Record will be made of the installation performed by the Bank, which shall constitute proof of the handover and acceptance of HB. If the Client performs the installation of HB without the Bank's assistance, the Agreement on HB signed by both parties shall constitute proof of the handover and acceptance of HB.

6. SECURITY

- 6.1. HB is secured against abuse using Security Elements.
- 6.2. To ensure secure access to HB the Bank primarily uses a public key infrastructure (PKI). This ensures that all security needs are met by means of asymmetric encryption, Signature Certificate-based User authentication and the use of an Electronic Signature as a means for non-repudiation and data integrity. To ensure secure access to HB the Bank may also collect and evaluate information relating to Users' access to HB. Actions for which Authorisation is given by an authorised User are binding for the Client. The Bank may make the performance of Authorisation subject to additional Security Elements.
- 6.3. Data is automatically encrypted during transfer between the Client and the Bank.
- 6.4. Users will be provided with a Password for Signature Certificate verification in the agreed manner in a secure envelope.
- 6.5. The Signature Certificate is valid for one year. Before or after their Signature Certificate expires, Users must submit a request for the generation of a new Signature Certificate. If Users do not request the generation of a new Signature Certificate they will not be able to perform Authorisation of Payment Orders and requests made to the Bank.
- 6.6. The Transport Certificate is valid for one year. Before or after the Transport Certificate expires, the System Administrator must submit a request for the generation of a new Transport Certificate. If the System Administrator does not request the generation of a new Transport Certificate it will not be possible to receive encrypted messages and information from the Bank via HB.
- 6.7. The HB Login Password is set by Users themselves when they log into HB for the first time. HB Login Passwords have a validity period of one year; however, the System Administrator may configure a different validity period in HB. Users may change their HB Login Passwords at any time.

- 6.8. Passwords to Signature Keys are set by Users themselves when generating Signature Keys. Each Password to a Signature Key is fixed for the given Signature Key, and Users cannot change it during the validity of the Signature Key. If a User forgets the Password to a Signature Key or wishes to change it for security reasons, the User must generate a new Signature Key and request the generation of a new Signature Certificate.
- 6.9. Passwords to Transport Keys are set by the System Administrator when generating Transport Keys. Each Password to a Transport Key is fixed for the given Transport Key, and is stored in the HB database in encrypted form.
- 6.10. Clients, System Administrators and Users using HB are obliged, in particular:
- to use HB software solely for electronic communication with the Bank, and in accordance with the Agreement on HB and the instructions specified in the User Guide and the System Administrator Guide,
 - to protect all Security Elements against abuse, loss, unauthorised disclosure and theft.
- 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 HB system against unauthorised access. Clients shall take measures to prevent the abuse of the HB system by third parties.

7. PAYMENT AND BANKING SERVICES PROVIDED VIA HB AND OTHER HB FUNCTIONS

- 7.1. The main Payment and Banking Services available to Users via HB are as follows:
- Domestic Orders,
 - Domestic Express Orders,
 - Domestic Direct Debit Orders,
 - Domestic Standing Orders,
 - Intra-bank Orders in Foreign Currency,
 - Foreign Orders.
- Users may also:
- view balances on Accounts and the history of Payment Transactions performed on them, if any,
 - access Account statements,
 - access information relating to payment cards (hereinafter "Cards") issued for CAs to which the Client has access via HB,
 - access other data and information available via HB, and send Authorised requests and messages to the Bank,
- potentially make use of other available functions of HB.
- 7.2. The conditions applying to the particular Payment and Banking Services provided via HB are defined in the GBC or respective SBCs.
- 7.3. The Bank may change the scope of Payment and Banking Services provided via HB and the scope of HB functions at any time.
- 7.4. System Administrators may grant access to HB even to natural persons other than the Users defined in the Authorisation Right. However, such persons will not be able to Authorise Payment Orders and

requests made to the Bank, and may access only the information to which the System Administrator gives them access rights (e.g. the right to view balances on Accounts and the history of Payment Transactions performed on them, if any, to access CA statements, to access information relating to Cards issued for CAs to which the Client has access via HB etc.).

- 7.5. Clients, System Administrators and Users may contact HB Customer Service in the event of any problems with HB functions, with the Authorisation of Payment Orders and requests made to the Bank or other problems associated with HB.

8. HANDLING OF FUNDS

- 8.1. Clients are responsible for ensuring that the Funds on a CA are handled via HB only by the Users specified in the Authorisation Right and in the manner defined therein.
- 8.2. Clients are obliged to inform the Bank of any changes in regard to Users, and to request the amendment of the annexes to the Agreement on HB in which such changes occurred. Such amendments will become effective on the next Business Day following the date of the delivery of the duly signed annexes to the Bank, unless agreed otherwise between the Bank and the Client. Clients are liable for any loss or damage incurred due to the breach of this obligation.
- 8.3. The setting-up of a respective Authorisation Right is an essential prerequisite for a User to be authorised to perform Authorisation.

9. USERS' RIGHTS

- 9.1. Users may be granted Authorisation Rights with the following scopes:
- **INDEPENDENTLY WITHOUT LIMIT** – a User with this Authorisation Right performs the Authorisation of Payment Orders independently without limitations.
 - **INDEPENDENTLY UP TO A SPECIFIED LIMIT** – a User with this Authorisation Right performs the Authorisation of Payment Orders independently up to the amount of a specified Limit. If Payment Orders exceed the specified Limit, Users with this Authorisation Right may only enter them into HB. Authorisation must be performed by a User holding an Authorisation Right with a higher Limit.
 - **INDEPENDENTLY UP TO A SPECIFIED LIMIT, BEYOND THE LIMIT JOINTLY WITH ANOTHER USER** – a User with this Authorisation Right performs the Authorisation of Payment Orders 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 with this Authorisation Right performs the Authorisation of Payment Orders up to a specified Limit, and always jointly with another User.
 - **JOINTLY WITH ANOTHER USER WITHOUT LIMIT** – a User with this Authorisation Right always performs the Authorisation of Payment Orders jointly with another User.

An Authorisation Right with a different scope may also be set up following prior agreement with the Bank.

- 9.2. In an Authorisation Right, a Client may specify Limits for handling Funds on a CA.
- 9.3. 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.
- 9.4. 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.
- 9.5. If both a Transaction and a Time-based Limit have been set for an Authorisation Right, 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.
- 9.6. In the case of Intrabank Orders in Foreign Currency and Foreign Orders, the Limit works with the relevant counter-value of the foreign currency in CZK at the time of performing Authorisation, where the conversion is carried out using the current Exchange Rate according to the rules specified in the GBC.
- 9.7. Payment Orders with a future Maturity Date are deducted from the respective Limits at the time of their Authorisation.
- 9.8. Clients may arrange for Multiple or Multilevel Authorisation. Multilevel Authorisation may be arranged if the Client has also arranged Multiple Authorisation.
- 9.9. If Multiple/Multilevel Authorisation is arranged, User Authorisation by the method specified in the Authorisation Right must be arranged for actions performed in HB.

9.10. Users perform the Authorisation of requests, messages and other communications sent to the Bank independently, regardless of the type of Authorisation Right that has been set up.

- 9.11. The Client may give a User or some other person with access rights to HB (see Article 7.5) the following levels of access to information relating to Cards issued on CAs connected to the Client's HB:
- the User or other person will have no access to any information relating to Cards,
 - the User or other person will have access to information relating to all of the Cards issued on all of the CAs to which the User or other person has access via HB.

10. DATA TRANSMISSION

10.1. Users may use HB twenty-four hours a day, seven days a week. In justified cases, the Bank may interrupt HB service provision, including the acceptance of Payment Orders. The Bank will usually provide advance notice of any scheduled HB service downtime, generally via HB. In the event of technical faults on the part of the Bank or any third party, the Bank may interrupt HB provision without prior notice.

10.2. Access to HB is enabled:

- after entering a HB Username and a HB Login Password, or
- after entering a HB Username, loading a Signature Key and entering a Password to Signature Key, or
- via a User system name.

The method for access to HB is set by the System Administrator in the HB application. All of the three methods above may be enabled.

10.3. For Payment Orders manually entered into HB the Maturity Date is required information.

The individual items in one multiple Payment Order imported into HB as a Batch can have different Maturity Dates and their payment can be performed from different CAs connected to HB. If such a multiple 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.

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 HB or the further processing of the Payment Orders will be refused after Authorisation.

Additional conditions and the time periods for the submission of Payment Orders and requests to the Bank, their processing, the cancellation of Payment Orders, or for the refusal of a Payment Order by the Bank are set out in the GBC or the respective SBC.

10.4. The only means by which a User may approve the performance of a Payment Order or a request made to the Bank is its Authorisation using an Electronic Signature.

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 HB.

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

11. STATEMENTS AND COMPLAINTS PROCEDURE

11.1. Clients are informed of Payment Transactions performed via HB in CA statements delivered in the manner agreed in the respective Agreement on a CA.

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

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

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

11.5. Complaints may be submitted on behalf of a Client by its System Administrator or any of the Users.

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

12. LOSS, ABUSE, FAULTS AND BLOCKING OF HB

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 HB 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 HB service or SW/HW enabling its use,
- to report any unauthorised Payment Transaction for which they did not submit an order,
- to request, where applicable, the blocking of HB for security purposes.

Such reports may be made in writing, in person at a Place of Business of the Bank, or via HB Customer Service. Where a report is made via HB 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 HB. 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 Client agrees that the Bank reserves the right to block the use of HB in cases including, without limitation to, the following:

- when necessary for serious reasons, in particular reasons of security,
- any suspicion of abuse or attempted abuse of HB,
- any failure to comply with the contractual conditions established between the Bank and the Client, in particular under the Agreement on HB and/or these Conditions and/or the GBC by the Client and/or a System Administrator and/or a User,
- any repeated defects in the operation of HB caused by technical faults in the equipment used by the Client,
- in the cases specified by applicable legal regulations.

12.6. The Bank will inform Clients immediately by telephone or in writing of the fact that access to HB has been blocked, with the exception of any cases where this is contrary to legal regulations.

12.7. In the event that Clients find that access to HB 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 about the Payment Services provided to them by the Bank 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 on HB.

13.2. The Bank is not liable:

- for cases where HB 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, 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 HB, subject to compliance with the Agreement on HB, the Security Principles, the System Administrator Guide,

the User Guide and any other instructions of the Bank.

- 13.5. If any malfunctioning of HB 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 HB system and Payment and Banking Services provided via HB 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 inexpert or unauthorised handling of the HB system, 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 on HB, these Conditions or the GBC, or as a result of any incorrect use of HB.

14. TERMINATION OF CONTRACTUAL RELATIONSHIP

- 14.1. The Bank may terminate the Agreement on HB in the manner provided for in the Agreement on HB and the GBC.
- 14.2. The Agreement on HB shall similarly expire on the date of the termination of the Agreement on a Client's last CA connected to HB.
- 14.3. In the event of the termination of the Agreement on HB, access to the Client's Accounts via HB will automatically be cancelled for the Client, all of the Client's Users and the Client's System Administrator.

15. FINAL PROVISIONS

- 15.1. These Conditions come into force on 1. 4. 2013 and effect on 1. 6. 2013, as of which date they shall supersede the existing Business Conditions of PPF banka a.s. for the Use of Homebanking Services effective from 1. 3. 2011.