PRODUCT-SPECIFIC BUSINESS TERMS AND CONDITIONS FOR INTERNET BANKING PRODUCTS

UniCredit Bank
Czech Republic and Slovakia, a.s.

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UniCredit Bank Czech Republic and Slovakia, a.s., Identification No 64948242, registered in the Commercial Register of the Municipal Court of Prague, Section B, File No 3608 (hereinafter also referred to as "the Bank") provides to its clients (hereinafter referred to as "Clients") internet banking applications/functionalities allowing Clients to use certain banking services which involve communication with the Bank in an agreed manner via the Internet or public telecommunication networks or mobile operators' networks or video (hereinafter referred to collectively as "Internet Banking Products").

These Product-Specific Business Terms and Conditions for Internet Banking Products of UniCredit Bank Czech Republic and Slovakia, a.s., lay down binding rules to govern relations between the Bank and the Client in connection with the provision of Internet Banking Products.

These Product-Specific Business Terms and Conditions for Internet Banking Products of UniCredit Bank Czech Republic and Slovakia, a.s., shall be effective from 1 February 2021 and fully supersede and replace the Product-Specific Business Terms and Conditions for Internet Banking Products of UniCredit Bank Czech Republic and Slovakia, a.s., effective from 31 October 2018.

1 INTRODUCTION

1.1 The Bank provides Internet Banking Products in connection with certain banking services and such provision is governed by applicable laws, the General Business Terms and Conditions of UniCredit Bank Czech Republic and Slovakia, a.s., as current at the time of entry into the contractual agreement, subject to amendments under Article 3 of the General Business Terms and Conditions, (hereinafter referred to as "General Business Terms and Conditions") and the Product-Specific Business Terms and Conditions for Internet Banking Products of UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as "IB Specific Business Terms and Conditions"), the List of Banking Service Fees of UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as "List of Fees"), and such other contractual documentation as may apply to a particular Internet Banking Product.

1.2 The Bank shall have the right to modify the IB Specific Business Terms and Conditions or add new provisions thereto, particularly in respect to the Bank's communication with the Client, User terms and conditions, blocking of Internet Banking Products, technical and security requirements for the use of Internet Banking Products, liability for damages, and the scope of changes to the IB Specific Business Terms and Conditions and rules for the effectuation of such changes. The Bank shall have the right to modify the IB Specific Business Terms and Conditions or add new provisions thereto if a reasonable need for such modification of addition arises, such as for the purposes of changing or expressly modifying certain rights and duties of the Parties in connection with a legislative change or a change in available technology or situation in financial markets or the Bank's business policy. The Bank shall deliver the text of such amendments, or the full text of the amended IB Specific Business Terms and Conditions, to the Client using any method agreed between the Bank and the Client for their mutual communication in connection with their contractual relationship no later than two months before the intended effective date of the amendments. The Bank may also notify the Client of changes to these IB Specific Business Terms and Conditions in electronic form. If the Client disagrees with the proposed amendment to the IB Specific Business Terms and Conditions, the Client shall be entitled to terminate the contractual agreement with the Bank on that ground by giving the Bank written notice of termination with effect as of the date immediately preceding the effective date of the proposed amendment, or with immediate effect if law affords such a right to the Client. If the Client does not refuse the Bank's proposal, the new text of the IB Specific Business Terms and Conditions shall become binding in respect of the contractual agreement between the Bank and the Client as an amendment to the formerly agreed contractual terms and conditions with effect from the effective date of the amended IB Specific Business Terms and Conditions, as specified in the amendment.

1.3 If the Parties' rights and obligations provided in the IB Specific Business Terms and Conditions are modified in direct consequence of a legislative amendment for which no contractual deviation is permissible, Article 1.2 hereof shall not apply. The Bank shall notify the Client of any such modification.

1.4 To the extent technically feasible, the particular, contractually agreed Internet Banking Products may be used as means of communication between the Client and the Bank, or the Bank and a third party, such as for the purposes of negotiating distance contractual agreements on financial services (and any amendments thereto). Where the distance contractual agreement is negotiated via an Internet Banking Product, authorisation by a personalised security token (refer to Article 5.1) shall be deemed equivalent to the Client's signature on a paper support.

1.5 The environment of the relevant Internet Banking Product application shall be considered the Client's correspondence address. Subject to certain other legal conditions, the Bank shall use that address to deliver information, draft contractual agreements and amendments thereto, etc., to the Client. Information and documents sent by the Bank shall be deemed received by the Client on the date when delivered to the mailbox of the respective internet banking service application or installation.

1.6 The Bank shall provide information on account balances and executed transactions to the Client through the Internet Banking Products. The user of the Internet Banking Products (hereinafter referred to as "User") shall be obligated to check the account statement notifications, as delivered to the User from time to time, to see if they are in line with the orders placed and if the orders were executed or rejected by the Bank. If any debit/credit errors or other discrepancies are identified, the Client must send a complaint to the Bank without undue delay. If the Client fails, without the existence of objective insurmountable impediments, to send the complaint within 30 days of the date when the account statement concerned was displayed in the Internet Banking Product, the complaint shall be treated as not filed without undue delay.

1.7 The Bank may make all Internet Banking Products currently on offer available to the Client and link any of the Client's accounts, payment cards and other Bank products, whether currently existing or obtained in the future, to the Internet Banking Products. The Bank shall allow the Client to make changes in the set of accounts linked to the Internet Banking Products and the authorisation levels and limit amounts. A list of Internet Banking Products and authorisation levels and payment limits and a list of the banking products which may be linked to the Internet Banking Products are provided in the Summary of Internet Banking Services and Parameters, subject to any updates as may be made by the Bank from time to time.

1.8 Based on relevant developments, the Bank may include new applications/functionalities in the electronic banking environment and exclude obsolete applications/functionalities.

2 INTERNET BANKING PRODUCT USER

2.1 For the purposes of these IB Specific Business Terms and Conditions, a User of Internet Banking Products shall be understood to mean:

- **a)** A person who entered into a contractual agreement with the Bank under which such person is authorised to use Internet Banking Products without having a specific agreement on a particular banking service with the Bank; or
- **b)** A Client, being an account holder, that uses Internet Banking Products; or
- **c)** Any natural person authorised by a Client, being an account holder, to use certain products and services through Internet Banking Products on that Client's account; or
- **d)** A co-applicant for a particular banking service.

2.2 By authorising the User within the meaning of the preceding paragraph, the Client being the account holder authorises the Bank

to disclose to the User any information that would otherwise be subject to banking secrecy, and authorises the User to receive on the Client's behalf any documents sent by the Bank to the Client in accordance with Article 1.6 hereof. Information and documents sent by the Bank shall be deemed received by the Client on the date when received by the User in accordance with Article 1.6 hereof.

2.3 By accepting the authorisation referred to herein above, the User acknowledges the correctness of the information and undertakes to abide by the General Business Terms and Conditions and the IB Specific Business Terms and Conditions.

2.4 The User's authorisation for the use of Internet Banking Products shall be invalidated, inter alia, by:

a) The Client's written notice of withdrawal of authorisation; or

b) The User's written notice of termination of authorisation,

delivered to the Bank. The User's access to the banking services shall be terminated no later than the end of the next working day following the delivery of the Client's notice of withdrawal of authorisation, or the User's written notice of termination of authorisation, as applicable, to the Bank, unless such notice specifies a later date.

3 BLOCKING OF INTERNET BANKING PRODUCTS

3.1 If the Client grossly or repeatedly breaches any obligation arising for the Client from the Client's relationship with the Bank, the Bank shall be authorised to temporarily block the Internet Banking Product concerned.

3.2 The Bank may block access to an Internet Banking Product if reasonable suspicion arises that unauthorised or fraudulent use thereof has occurred, or may occur.

3.3 Also, the Bank shall be authorised to block access to an Internet Banking Product if an increased risk exists that the Client may not be able to repay a loan granted thereto by the Bank.

3.4 The Bank shall terminate the blocking of the Internet Banking Product as soon as the reasons therefor have ceased to exist.

3.5 Any blocking shall become effective on the date when the Bank's decision was made.

3.6 The Bank shall notify the Client of any blocking initiated by the Bank, notification of which shall be given in a suitable manner prior to, or promptly upon, the effectuation of the blocking.

3.7 If access to the Internet Banking Product has been blocked or limited out of the User's initiative, any costs incurred in connection therewith shall be borne by the User.

4 TECHNICAL REQUIREMENTS FOR THE PROVISION OF INTERNET BANKING PRODUCTS

4.1 The Bank specifies in the Summary of Internet Banking Services and Parameters (hereinafter "Parameters") the personalised security tokens to be used for the provision of the User's access to Internet Banking, requirements for the technical equipment needed by the User to be able to use Internet Banking Products, and the banking services available for use through Internet Banking Products and relevant deadlines. The current Parameters are published on the Bank's websites and available on demand at the Bank's branches.

4.2 The Bank may suspend or limit the use of an Internet Banking Product for a time inevitably needed for maintenance or data processing.

5 SECURITY OF INTERNET BANKING PRODUCTS

5.1 When using Internet Banking Products, the User must authenticate him/herself by means of the required security tokens received from the Bank. The User may change his/her passwords and PINs at any time. Only the last PIN entered/set by the User shall be deemed mutually binding upon the Parties. This shall equally apply to the password used for communication with the Bank.

5.2 Any action following the due use of the personalised security tokens shall be deemed the User's own action. It is hereby expressly agreed that any payment transactions so made shall be deemed authorised. Where the particular internet banking application/functionality so allows for a particular payment transaction or other transaction (such as change of products), the transaction shall be deemed authorised upon pressing the payment confirmation/signature button.

5.3 The User shall be required to take all reasonable steps to protect his/her personalised security tokens.

5.4 The personalised security tokens identify the particular User and are not transferable. The User shall bear full liability and responsibility for any damage due to loss, theft or misuse of his personalised security tokens.

5.5 The provision of personalised security tokens may be subject to charge according to the Bank's List of Fees.

5.6 In the case of detected or suspected misuse of an Internet Banking Product, or loss or theft of personalised security tokens, the User must notify the Bank thereof without undue delay. The User shall be liable for any loss due to his/her failure to comply with the above obligation.

5.7 Information on how any loss, theft, misuse or unauthorised use of an Internet Banking Product is to be reported to the Bank is available on the Bank's website and at the Bank's points of sale.

5.8 The User shall not make any copies of the software media contents and shall use only such devices that are not able to threaten or prevent the operation of systems, whether due to defects or virus infection or otherwise.

6 CERTAIN LIABILITY PROVISIONS

6.1 The User shall be liable for any loss or damage incurred by the Bank or third parties, for instance, as a consequence of the transmission of a computer or mobile-phone virus from the Client's device or an authorised person of the Client, or any third-party device used by them.

6.2 The User acknowledges and agrees that the Bank shall not be liable for any non-compatibility of a bank application with other applications existing in a mobile phone. The Bank shall not be liable for any damage to, or fault or loss of function of, any mobile phone and/or application existing in it which is due to the fact that the mobile phone was broken or otherwise defective or contained applications incompatible with the Bank's banking application. The foregoing shall be without prejudice to any exclusion or limitation of the Bank's liability provided in the General Business Terms and Conditions.

6.3 Where the internet banking service concerned enables the User to view information about third-party products, the Bank shall not bear any liability in respect to the accuracy or availability of such information. The foregoing shall be without prejudice to any exclusion or limitation of the Bank's liability provided in the General Business Terms and Conditions.

7 FINAL PROVISIONS

7.1 The Parties shall have the right to terminate the contractual agreement authorising the User to use Internet Banking Products at any time by written notice. If notice is given by the User, the validity of the contractual agreement shall end on the first banking day following the delivery of the written notice to the Bank, or on the date specified in the notice of termination, whichever comes later; if notice is given by the Bank, the validity of the contractual agreement shall end upon expiry of two months of the delivery of the notice to the Client.