

PRODUCT BUSINESS TERMS
AND CONDITIONS FOR
PROVISION OF ELECTRONIC
BANKING PRODUCTS OF
UNICREDIT BANK
CZECH REPUBLIC
AND SLOVAKIA, A.S.

Life is full of ups and downs.
We're there for both.

Welcome to
 **UniCredit Bank**

PREAMBLE

UniCredit Bank Czech Republic and Slovakia, a.s., Company ID 64948242, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file 3608, is a bank established in accordance with Act No. 21/1992 Coll., on banks, as subsequently amended (hereinafter referred to as the “Bank”).

The Bank offers its clients the electronic banking products defined in the overview of electronic banking services and parameters (hereinafter referred to as “EB Products” and the “EB Products Overview”, respectively), whereby it is possible to communicate with the Bank when using selected banking products in an agreed manner either via the internet network or public telecommunication networks.

These Product Business Terms and Conditions for Provision of Electronic Banking Products of UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as the “Product Terms and Conditions for Provision of EB Products”) stipulate binding rules for relationships between the Bank and the Client in connection with their use. These Product Terms and Conditions for Provision of EB Products are binding also for relationships under other agreements which expressly so provide. The Product Terms and Conditions for Provision of EB Products form an integral part of the Agreement on Use of Electronic Banking Products (hereinafter referred to as the “Agreement”) and are binding for the Client from the day the Agreement or another agreement on the basis of which the EB Products are provided becomes valid and effective, even as amended pursuant to Article VIII, point 5 below.

I. GENERAL PROVISIONS FOR PROVISION OF EB PRODUCTS

1. The Bank provides EB Products for selected banking services under conditions stipulated by legal regulations, the General Business Terms and Conditions of UniCredit Bank Czech Republic and Slovakia, a.s., as valid at the time of establishing the contractual relationship, unless amended pursuant to Article 3 therein (hereinafter referred to as the “General Business Terms and Conditions”); the Tariff of Fees for Providing Banking Services of UniCredit Bank Czech Republic and Slovakia, a.s.; the Product Terms and Conditions for Provision of EB Products; and the EB Products Overview.
2. The Product Terms and Conditions for Provision of EB Products govern the manner of executing the electronic payment system, communication between the Bank and Client by electronic means, as well as transfer and storage of data that serves (i) the Bank as source materials for processing the Client’s payment orders in the domestic and foreign payment systems, including other instructions of the Client, and (ii) the Client as an information database on the state of balances in his/her accounts maintained by the Bank and on transactions executed on those accounts, as well as other relevant banking information.
3. The Client uses the EB Products under the Agreement and the Product Terms and Conditions for Provision of EB Products in accordance with the relevant authorisations given by licensing conditions and in the manner described in the relevant user’s manual.
4. Individual EB Products are provided to the Client on the basis of a submitted order for EB Products (hereinafter referred to as the “EB Products Order”). Any other EB Products will be made available to the Client on the basis of an additional EB Products Order (hereinafter referred to as the “Additional EB Products Order”), which will be effective for both parties on the third calendar day after the day of its delivery to the Bank.
5. For the purposes of the Product Terms and Conditions for Provision of EB Products, an EB Products user is understood to be a client (account holder), whether a legal entity or individual, if the client uses the EB Products itself, as well as any individual that the client

authorises in a manner pursuant to the Product Terms and Conditions for Provision of EB Products to use the banking products for his/her account by means of the EB Products and to whom these EB Products were made available on the basis of an authorisation granted by the client and in accordance with the Product Terms and Conditions for Provision of EB Products (hereinafter referred to as the “User”). By authorising the User, the client (account holder) provides its consent for the Bank to provide to the User all information that would otherwise be subject to bank secrecy and for the User to receive on the client’s behalf documents sent to him or her by the Bank.

II. OVERVIEW OF SERVICES AND PARAMETERS

1. Banking services and time periods which may be used by means of EB Products are stated by the Bank in the EB Products Overview. The EB Products Overview is posted in the Bank’s publicly accessible premises and on its website.

III. SECURITY OF EB PRODUCTS

1. The Bank generally defines the security features for securing the User’s access to EB Products (so-called “certification and authentication instruments”) in the EB Products Overview or in the user’s manuals for individual EB Products.
2. The Bank generally defines identifiers for primary and secondary identification of the User in telephone communication with the Bank in the EB Products Overview or in the user’s manuals for individual EB Products.
3. Before making use of a banking service by means of EB Products, the User is obliged to prove his or her identity with the identifiers required by the Bank and defined in the respective contractual documentation.
4. Secondary identifiers are used in telephone communication with the Bank in case it is not possible to use primary identifiers or some of them or in exceptional cases justifying special consideration.
5. If two or more EB Products are used under the Agreement, the password for the secondary identification to these products must be identical. Change of the password for secondary identification is always applicable for all electronic and direct banking products.
6. The User is obliged to take all measures to ensure the security of EB Products, in particular to protect security elements and identifiers from misuse by an unauthorised person and to inform the Bank without undue delay of any misuse or suspected misuse of a product (e.g. loss or theft of security elements).
7. The Bank is entitled to restrict or bar the User’s access to EB Products at its own initiative and/or at the User’s request if they have been misused or there is a reasonable suspicion that such misuse will or may occur. The User may change the valid password and PIN at any time.
8. If the User requests restriction or barring of access to EB Products, the Bank is obliged to take all necessary security measures without undue delay after such request is delivered. The User shall bear any costs connected with restricting or, as the case may be, unblocking its access to EB Products.
9. The User may not make a copy of the content of programme media and is obliged to use only equipment that will not jeopardise or compromise systems’ operation due to defects therein.
10. Furthermore, the User is obliged upon request to allow the Bank to inspect the fulfilment of individual obligations associated with the operation of EB Products systems.

IV. ELECTRONIC MAIL

1. The Bank can inform the Client of important changes in the Product Terms and Conditions for Provision of EB Products in connection with maintaining accounts and operating the payment system as well as other changes thereto also through electronic mail.
2. The interface of the relevant installation of EB Products is regarded as the Client's correspondence address. The Bank is entitled, provided it fulfils other legal conditions, to provide information to the Client, to send proposals for contracts and amendments thereto, and the like to this address. Information and documents sent by the Bank are regarded as delivered on the day on which they are delivered to the inbox of the relevant application or installation of the electronic banking service.
3. The Bank distributes electronic messages on the banking communication server. The Client is obliged to collect electronic messages regularly from the banking communication server. Electronic messages are regarded as collected by the Client on the day of their actual collection by the Client and in other cases on the 5th calendar day after their placement on the banking communication server.

V. SYSTEM OPERATION

1. The Client is entitled to use EB Products 24 hours a day, 365 days a year.
2. The Bank may suspend or restrict the use of systems for a time necessary for their upkeep or for processing data.
3. The Bank informs the Client of all relevant matters associated with the provision of EB Products, changes to EB Products parameters, and the like.
4. Prior to making the EB Products available, the Bank shall provide for expert training in using a relevant EB Product at the Client's request, unless the EB Product was provided to the Client by a third party, i.e. not by the Bank or its authorised agent. If the relevant EB Product was provided to the Client by another licensed entity, the Client confirms by signing the Agreement that he/she was fully informed about the EB Product and does not request training by the Bank or its agent authorised to provide training for such EB Product.
5. The Client is obliged upon beginning to use a relevant EB Product to conduct a test of the EB Product system and to establish an initialisation connection with the Bank.
6. The initial day of using the EB Product is understood to be the day upon which:
 - a) the Client took over the installation media from the Bank for the relevant EB Product and/or the certification and authentication instruments, if it is the Bank that provides the EB Product to the Client;
 - b) the Client took over the certification and authentication instruments, if the EB Product is made available to the Client by another licensed entity;
 - c) the installation media of the system for providing EB Products and/or certification and authentication instruments were sent pursuant to the EB Products Order or Additional EB Products Order; or
 - d) it was put into service on the part of the Bank.
7. The Bank provides Clients advisory service in connection with the technical operation of EB Products.

VI. LIABILITY

1. The Bank carries out an instruction submitted by the Client through the EB Product if the instruction is in accordance with the Product Terms and Conditions for Provision of EB Products, the Bank's other terms and conditions for services provided by the Bank, the associated EB Products, and legal regulations.
2. The Bank is liable for damage under the conditions stipulated in the General Business Terms and Conditions. Thus the Bank is in particular not liable for damage or damages
 - a) that the Client incurs due to:
 - misuse of the EB Product by an unauthorised person on the part of the Client,
 - use of the system by an unauthorised person,
 - a technical failure in the Client's equipment,
 - outages of the telephone or data networks,
 - violation of the secrecy of transmitted messages that is beyond the Bank's control,
 - other circumstances that exclude the Bank's liability (Section 2913, paragraph 2 of the Civil Code);
 - b) caused by transmitting incorrect or duplicate data, by incorrect use of the system by the User, or by the User's not meeting his/her obligation to immediately inform the Bank of suspected misuse of the system by a third party;
 - c) caused by the User's use of the system after the Client has cancelled its right to transact with the funds on the account but without having also cancelled that User's access rights in the systems of EB Products used by submitting a new setup instruction or instruction to cancel access;
 - d) resulting from misuse or leakage of the system's security features (access passwords, PINs and codes, certificates and their security passwords, and other security features of the systems) caused by the Client or User;
 - e) resulting from unauthorised use of certification and authentication instruments and other security features of the EB Products in the period between the Client's cancelling their effectiveness and the automatic transfer of this information from the register (or certification) authority to the Bank's system;
 - f) resulting from unauthorised use of electronic banking systems for purposes other than those for which they were issued;
 - g) caused by the Client's or User's breaching the obligation to monitor and renew the validity of the security features for EB Products.
4. The Client is obliged to save transmitted data in its full wording prior to transferring individual data files so that the Bank or the person authorised by the Bank may inspect these as appropriate at any time. The Client is obliged to retain these records for a period of at least 30 business days after the day of their transfer to the Bank. During this period, the Bank is entitled to inspect these records at any time and the Client is obliged to allow the Bank or its authorised agent to do so.
5. The Client is obliged to inform the Bank immediately of all changes concerning his/her identification and that of Users as well as other information about his/her person. The Bank is not liable for damage resulting from a breach of this obligation on the part of the Client. This does not affect the regulation concerning exclusion or limitation of the Bank's liability pursuant to the General Business Terms and Conditions.
6. The Client is obliged to familiarise Users who are entitled to use the EB Products on the basis of their authorisations with the General Business Terms and Conditions and the Product Terms and Conditions for Provision of EB Products and is liable for their observance by these persons.

VII. TERMINATION OF RIGHTS AND OBLIGATIONS

1. The contracting parties' rights and obligations established by the Agreement and by these Product Terms and Conditions for Provision of EB Products are terminated:
 - a) on the basis of a written agreement concluded between the contracting parties.
 - b) by a written notice of withdrawal from the Agreement by the Bank or Client for any reasons. A written withdrawal notice submitted by the Client is effective on the day following its delivery to the Bank, unless a later date is stated in the notice. A withdrawal notice submitted by the Bank takes effect upon the lapse of the notice period, which is two months and begins to run on the first day after the written notice was delivered to the Client.
 - c) if the Client does not submit a request to renew access to the relevant EB Product system within one month from the day access to the system was blocked.
 - d) as of the day of cancellation of the Client's last account for which the relevant EB Product is used.
 - e) upon the Client's death (for individuals) or liquidation without a legal successor (for legal entities), unless otherwise arranged in the Agreement. The Bank is not liable for any damages incurred if it did not know of this fact. This does not affect the regulation concerning exclusion or limitation of the Bank's liability pursuant to the General Business Terms and Conditions.
2. The Bank is entitled to cancel the Client's and Users' access to the EB Products with immediate effect and to withdraw from the Agreement with future effect if any of those parties breached their obligations established by these Product Terms and Conditions for Provision of EB Products. Withdrawal from the Agreement takes effect on the day of delivery of the Bank's written notice on withdrawal from the Agreement to the Client

VIII. FINAL PROVISIONS

1. The General Business Terms and Conditions and related valid legal regulations of the Czech legal order shall apply to rights and obligations not regulated by the Product Terms and Conditions for Provision of EB Products.
2. Both contracting parties undertake to observe the confidential character of all messages received through EB Products, even after termination of use and operation of these products.
3. The Client is obliged to use EB Products in accordance with the Product Terms and Conditions for Provision of EB Products and the EB Products Overview as well as to comply with the user documentation for the relevant EB Product.
4. The Bank sends written materials concerning the operation of EB Products to the Client in the manner stated under Article IV of these Product Terms and Conditions for Provision of EB Products, unless agreed otherwise.
5. The Bank is entitled to amend the Product Terms and Conditions for Provision of EB Products or add new provisions thereto, in particular concerning the conditions of system operation, the scope of services provided, the Bank's communication with the Client, conditions for the User, blocking of EB Products, technical and security requirements for using EB Products, liability for damage, the scope of changes to the Product Terms and Conditions for Provision of EB Products, and the rules for implementing such changes. The Bank is entitled to amend the Product Terms and Conditions for Provision of EB Products or to add new provisions thereto if a reasonable need for such changes or amendments arises, such

- as a need to change or newly and explicitly adjust certain rights and obligations of the parties in connection with a change in legal regulations, available technologies, a situation on financial markets, or the Bank's business policy. The Bank will send the wording of the changes and amendments, or the complete wording of such amended Product Terms and Conditions for Provision of EB Products, to the Client at least 2 months prior to the proposed effective date of such amendment by any means agreed for communication between the Bank and Client under the relevant contractual relationship. If the Client does not agree with the proposed amendment to the Product Terms and Conditions for Provision of EB Products, he or she is thereby entitled to terminate the respective contractual relationship by providing to the Bank written notice of termination that is effective as of the day immediately preceding the effective date of the proposed amendment, or, if the law establishes such right for the Client, with immediate effect. If the Client does not reject the Bank's proposal, then the new wording of the Product Terms and Conditions for Provision of EB Products becomes binding upon the concluded contractual relationship as a change in the originally agreed conditions of the contractual relationship, effective as from the date stated in the given amendment to the Product Terms and Conditions for Provision of EB Products as the date upon which the new wording of the Product Terms and Conditions for Provision of EB Products becomes valid.
6. Should the parties' rights and obligations governed by the Product Terms and Conditions for Provision of EB Products change as a direct result of a change in legal regulations that cannot be contractually circumvented, the provisions of Article VIII., point 5 shall not apply. The Bank will inform the Client of any such change.
 7. The Product Terms and Conditions for Provision of EB Products are valid from 1 January 2014 and fully cancel and replace the Business Terms and Conditions for Provision of Electronic Banking Products of UniCredit Bank Czech Republic, a.s., valid since 1 February 2010.