

# OVERVIEW OF CHANGES AS AT 01. 03. 2022

## GENERAL BUSINESS TERMS AND CONDITIONS

UniCredit Bank Czech Republic and Slovakia, a.s.

### NEW WORDING

#### 1. APPLICABILITY AND VALIDITY OF THE GENERAL BUSINESS TERMS AND CONDITIONS AND PRODUCT TERMS AND CONDITIONS

**1.9** The General Business Terms and Conditions are valid as from ~~1 July 2019~~ 1 March 2022.

#### 2. THE BANK'S POINTS OF SALE

**2.1** The Bank concludes banking transactions at its points of sale (hereinafter referred to as the "Bank's points of sale") in the Bank's usual business premises. ~~If agreed in advance,~~ The Bank also concludes banking transactions ~~via the electronic communication networks internet, via public telecommunication networks or public telecommunication networks of mobile operators,~~ or, as the case may be, through its contractual partners outside of the Bank's points of sale (hereinafter referred to as "distribution channels") under conditions stipulated by the relevant product terms and conditions and/or the respective contractual agreement.

#### 4. LANGUAGE OF LEGAL INSTRUMENTS

**4.3** The Bank is not obliged to accept a document delivered by the Client in a language other than Czech. The Bank is entitled to request an officially certified translation of a foreign language document into the Czech language.

#### 5. CLIENTS

**5.4** Cancelled.

~~The Bank is not obliged to accept a document executed in any language other than Czech.~~

#### 6. ACTS PERFORMED BY THE CLIENT

**6.6** Where verification of the identity of the person is required or official verification of the authenticity of his or her signature, the Bank may also verify the identity of the person itself, or may, instead of official verification of the authenticity of his or her signature, accept another verification made in the form and by the persons accepted by the Bank.

#### 7. CREATION, CHANGES AND TERMINATION OF A CONTRACTUAL RELATIONSHIP

**7.1** Unless otherwise stipulated by contract, the General Business Terms and Conditions, or the relevant product terms and conditions, a contract or obligation between the Bank and Client may be established, changed or terminated only in writing, namely in electronic form with a ~~an~~ recognised ~~advanced~~ electronic signature or in paper form. This applies even in cases where the written form is not required by law. Unless the Bank stipulates otherwise, or unless otherwise agreed, legal acts executed in other than written form are not binding upon the Bank. The Bank will not accept a proposal to conclude a contract or agreement containing any annex or variance. Response to an offer containing an annex or variance is not regarded as acceptance of the offer but as a new proposal.

#### 11. BANK SECRECY AND PERSONAL DATA PROTECTION

**11.1** The Bank guarantees the protection of banking secrecy and of lawfully protected data in accordance with the current legal regulations and the contract with the Client, even after the termination of the contractual relationship. The Client shall bear in mind the authorisation and obligation of the Bank and other members of the UniCredit group to provide information in the scope and under the conditions set forth in the relevant domestic or foreign legal regulations. By accepting the General Terms and Conditions, the Client further agrees that information that pertains to the Client (including his/her full identification) and is the subject of banking secrecy may be disclosed to entities cooperating with the Bank in the fulfilment of Bank's obligations arising from contracts concluded with the Client with respect to individual banking transactions. Furthermore, the Bank is authorised to provide, under the conditions agreed with the Client, to third parties at their request or at the Client's request such banking information for which the Client has provided his/her consent.

~~The Bank guarantees observance of bank secrecy and protection of lawfully protected data pursuant to current law and the contract with the Client during the contractual relationship as well as after its termination. In accepting the General Business Terms and Conditions, the Client acknowledges the Bank's entitlement and obligation to disclose information to such extent and on such conditions as established by legal regulations. Other than thus established, the Bank is authorised to provide information in accordance with these General Business Terms and Conditions. The Bank is also authorised to provide third parties, upon their request, with such banking information within the conditions agreed with the Client and with the Client's further approval.~~

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### 13. METHODS OF COMMUNICATION, DELIVERY AND CLAIMS SETTLEMENT

<b>13.1</b>	<p>The Client and the Bank communicate with each other in person, in writing (in electronic or paper form) or by phone. <del>Unless the General Business Terms and Conditions, respective product terms and conditions, or contract stipulate otherwise, mutual and legally significant communication between the Client and the Bank shall be carried out in writing and</del></p> <p>a) the Client shall do so in electronic form with <del>an recognised advanced</del> electronic signature including where the Client communicates via the Informative System of Data Boxes, or in paper form, to addresses specified by the Bank; and</p> <p>b) the Bank shall do so in electronic form, to the Client's email address reported to the Bank or via the Informative System of Data Boxes, or in paper form, to an address as per provision 13.5 of the General Business Terms and Conditions.</p>
<b>13.2</b>	<p><del>Cancelled.</del></p> <p><del>All written materials, including orders, and other parcels suitable for postal delivery (hereinafter referred to as "postal communications") shall be delivered between the Bank and Client by a postal services provider or by another similar method, as appropriate. The Bank may also choose other methods of delivery.</del></p>
<b>13.5</b>	<p>If the Bank sends communications by email, it shall do so to the email address provided by the Client to the Bank. If the Bank sends postal communications through the postal service provider or in another similar manner, it shall do so to the address stated in the contract as the Client's registered office (place of residence), unless the Client provides a contact address for delivery of all parcels.</p>
<b>13.6</b>	<p>The Bank is entitled to require the Client to provide an email address, to which the Bank then sends all communications as a matter of priority. The Client is obliged to ensure that email messages from the Bank can be delivered to the provided email address. The Bank's communications sent by email or other means of communication (eg fax) are deemed to have been received on the day they are sent. Postal communications sent by the Bank to the Client through a postal services provider or in another similar manner are deemed to have been delivered upon (i) personal acceptance, (ii) delivery into the Client's post box, (iii) delivery into the Client's post box of a notice to collect the parcel from the postal services provider, or (iv) delivery to the Client in some other similar manner such that the Client had a reasonable opportunity to familiarise himself or herself with the content of the postal communication. A communication sent using a postal service provider shall be deemed to have arrived on the third working day after dispatch, but if it was sent to an address in another State, then on the fifteenth working day after dispatch. The Bank's communications sent to the Client, the arrival of which was intentionally thwarted by the Client, shall be deemed to have been received by the Client; a breach of the Client's obligation to notify the Bank of a change of the relevant address or a breach of the Client's obligation to ensure the possibility of delivering email messages to the Client's email address communicated to the Bank is also considered a intentional thwarting. <del>Postal communications sent by the Bank to the Client through a postal services provider whose delivery has been intentionally thwarted by the Client are deemed to have been delivered on the day of return of such postal communications by the postal services provider to the Bank. In particular, breach of the Client's obligation to inform the Bank of a change of address is considered to expressly constitute intentional thwarting.</del></p>
<b>13.7</b>	<p><del>Communications sent by the Bank using communication means (e.g. fax), in an electronic form, or in any other similar way are deemed to have been delivered on the date on which they were sent.</del> A communication delivered by the Bank via the Informative System of Data Boxes is delivered at the moment when a person who has access to this document with regard to the scope of his or her authorisation logs in to the data box. If the person according to the previous sentence does not log in to the data box within 10 days from the day when the communication was delivered to the data box, the communication is considered delivered on the last day of this period.</p>
<b>13.9</b>	<p>Upon delivery of a <del>document</del> communication in relation to which a claim shall ensue, or after having received that communication in some other form, the Client is obliged to file his or her claim, in writing or in another form accepted by the Bank, relating to any possible defect that was discovered. The Client must do so without undue delay and in no case later than 3 months after the defect occurred. If the Client does not file a claim about any defects within the established period, it shall be deemed that the Client agrees with the data as communicated.</p>
<b>13.10</b>	<p><del>Cancelled.</del></p> <p><del>If authentication of the identity of a person or, as the case may be, official authentication of the person's signature is required pursuant to a specific contract between the Bank and the Client or pursuant to these General Business Terms and Conditions, the Bank may itself authenticate the identity of that person or, instead of official authentication of the person's signature, the Bank may allow some other authentication to be carried out by such persons and in such form as is accepted by the Bank.</del></p>

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### FREQUENTLY ASKED QUESTIONS

#### **May I reject the proposed changes?**

Yes, you may reject the proposal and at the same time terminate the contract, free of charge and with immediate effect. If you only reject the proposed changes and do not terminate the contract, this may in the extreme case cause the contract to be terminated by the Bank, as we will not be able to provide you with the services in their original form in accordance with the legal regulation.

#### **Do I need to obtain a recognised electronic signature to communicate with the Bank?**

No, you do not need to obtain a recognised electronic signature. However, if you have it, you can use it for electronic communication with the Bank.

#### **Will the Bank send me everything by email from now on? What should I do if I don't want to or I don't use email?**

If you inform the Bank that you wish to continue communicating in paper form, or if you do not provide us with an email address at all, we will continue to send you communication in paper form.

**For more information, please contact our toll-free Infoline at 221 210 031.**