

Business terms and conditions for provision of direct banking services of Equa bank a.s.

I. Initial provisions

1. These Terms and Conditions are business terms and conditions within the meaning of section I(3) of the General Business Terms and Conditions (GBTC) issued in line with the Act on Payment Services and their different provisions shall have priority over the provisions of GBTC.

II. Definitions

Expressions with a capital letter shall have the following meaning in these Terms and Conditions.

Expressions with a capital letter, not defined in these Terms and Conditions, shall be defined in GBTC.

- “Password granting access to the direct banking system” shall be a set of authentication numbers which, together with the Personal Certificate, make up the Signature, being a personalized safety element of Direct Banking Services;
- “Multiple Payment Order” shall mean a number of payment orders placed by means of a single electronic form in the Direct Banking Services application or, if appropriate, in the data format defined by the Bank in the Direct Banking Services Manual;
- “Client’s Limit” shall mean the maximum daily amount of disposable means on the Account managed by Users with which all the Users may dispose. The Client’s Limit for individual currencies shall be stated in the Contract on the Issuance and Use of the Personal Certificate or in its annex Direct Banking - Safety Keys, as appropriate.
- “User’s Limit” shall mean the maximum daily amount of disposable means on the Account managed by the User with which the given User may dispose. The User’s Limit shall always be lower than or equal to the Client’s Limit and shall be set by means of an Administration Order;
- “Limit” shall mean the User’s Limit and/or the Client’s Limit;
- “Direct Banking Services Manual” shall mean the Bank manual for Direct Banking Services made public by the Bank on its website www.equabank.cz;
- “Personal Certificate” shall mean a data report containing unique data of the User for using Direct Banking Services, provided by the Bank to the User based on the Contract on the Issuance and Use of the Personal Certificate which shall be concluded by each User at the Client’s branch; it is a personalized safety element of Direct Banking Services;
- “Terms and Conditions” shall be these Business Terms and Conditions for provision of Direct Banking Services of Equa bank a.s.;
- “Signature” shall be an electronic signature of the User for using Direct Banking Services, based on the Personal Certificate and the Password granting access to the direct banking system, being a personalized safety element of Direct Banking Services;
- “Primary User” shall be (a) a Client - physical person, (b) a physical person who is the statutory body or authorized agent of the Client – legal entity (regardless of the external manner of acting on behalf of the Client - legal entity) or (c) a physical person who has been granted by the Client - legal entity, in the Contract on the provision of direct banking services, authorization to use Direct Banking Services and to further administrate Direct Banking Services, namely to provide authorization to other Users to use Direct Banking Services. Based on one Personal Certificate issued by the Bank, the Primary user defined in accordance with the above letter (c) shall be entitled to use Direct Banking Services established by several Contracts on the provision of direct banking services

concluded between the Bank and the Clients, should individual Contracts on the provision of direct banking services so stipulate;

- “Administration Order” shall mean a discretionary power granted by the Primary User to other Users in order to use Direct Banking Services within the scope stipulated in the Administration Order. At the same time, the Administration Order shall define the authorization of the Users and rules for Multiple Authorization;
- “Direct Banking - Safety Keys” is a Bank document containing data necessary for the generation of a Personal Certificate and for logging into the Direct Banking Services application;
- “Direct Banking Services” shall mean internet banking services within the functions referred to in these Terms and Conditions;
- “Contract on the provision of direct banking services” shall mean a written contract on the provision of direct banking services, the inherent part of which are the GBTC, Terms and Conditions, Notice on terms and conditions of payment services, Direct Banking Services Manual, and Principles of the safe use of direct banking services;
- “Contract on the issuance and use of Personal Certificate” shall mean a contract concluded between the Bank and each User which is used by the Bank to issue a Personal Certificate to the User;
- “Technical Conditions” shall mean a document stipulating technical conditions for the provision of Direct Banking Services which is published by the Bank on its website www.equabank.cz;
- “Account” shall mean any current account maintained by the Bank to which Direct Banking Services have been linked;
- “User” shall mean each holder of Personal Certificate who is entitled to use Direct Banking Services, i.e. (a) the Primary User and (b) other Users authorized by the Primary User in the Administration Order;
- “Multiple Authorization” shall be the setting of Users’ Signatures which have to be secured in order to use Direct Banking Services. Multiple Authorization is set by the Client by means of the Administration Order.
- “GBTC” shall mean General Business Terms and Conditions of the Equa bank a.s.;
- “Principles of the safe use of direct banking services” shall mean a document stating the principles of the safe use of Direct Banking Services. The document is available on the website of the Bank www.equabank.cz or in its branch offices.

III. Establishment of Direct Banking Services, contract and the conditions for the provision of Direct Banking Services

2. Direct Banking Services shall be established by a written Contract on the provision of direct banking services concluded between the Bank and the Client.
3. The Bank shall conclude a Contract on the provision of direct banking services with the Client only if it maintains at least one account for the User. The fee for the use of Direct Banking Services to be paid by the Client shall be governed by the List of Charges. The fee for the use of Direct Banking Services shall be debited to the Account defined by the Client indicated in the Contract on the issuance and use of the Personal Certificate or in its annex Direct Banking - Safety Keys, as appropriate.
4. Only the Client - Account Holder may apply for establishment of Direct Banking Services.

5. The Client uses Direct Banking Services through Users. Each Client shall use Direct Banking Services based on his/her own Personal Certificate issued by the Contract on the Issuance and Use of the Personal Certificate concluded between the Bank and each User.
6. In the case of termination of the Contract on the provision of direct banking services, recalled access to or blocking of Direct Banking Services, Direct Banking Services shall automatically be discontinued or blocked for each User.
7. When providing Direct Banking Services, the Bank shall follow applicable legal rules and regulations, namely the Act on Payment Services. All matters not governed by the Contract on the provision of direct banking services and the Terms and Conditions shall be governed by the provisions of this Act.

IV. Direct Banking Services functionalities

The following functionalities may be used within Direct Banking Services:

- Ñ A single payment order in CZK
- Ñ A single payment order in foreign currency
- Ñ A multiple payment order in CZK
- Ñ An express payment order in CZK
- Ñ A payment order to be credited to the Deposit Account

within the scope specified in these Terms and Conditions, Notice on terms and conditions of payment services and Direct Banking Services Manual.

V. Conditions for provision of Direct Banking Services

8. Direct Banking Services shall be accessible to User around the clock 7 days a week, with the exception of period of 23:00 - 00.00 each day, when Direct Banking Services cannot be used for technical reasons on the side of the Bank. The Bank shall also reserve the right to block access to Direct Banking Services or to change or suspend the provision of Direct Banking Services for a limited period of time if necessary for serious reasons, in particular for safety or technical reasons. The Bank shall also be entitled to suspend the provision of Direct Banking Services in cases of bankruptcy filed against the Client's assets for an unlimited period of time equal to the period of bankruptcy proceedings.
9. In the case of Multiple Authorization, authorization by the Primary User shall be necessary to dispose of the means deposited to the Account.
10. The Administration Order shall be used to set, change or cancel any Users and their respective authorization to use Direct Banking Services, in particular the User's Limit and Multiple Authorization.
11. The Primary User, with the exception of the Client - physical person, shall set, change or cancel any User and their related authorizations with regard to Direct Banking Services by means of the Administration Order in the Direct Banking Services application. The Client - physical person shall not be able to set further Users for using Direct Banking Services.
12. When establishing a new User, the Administration Order shall be signed by the Primary User and submitted at the Client's branch. The Administration Order shall be available on its website www.equabank.cz.

13. The Czech, English or Italian language shall be used for Direct Banking Services, as chosen by the Client.

VI. Services provided through Direct Banking Services

A) A single and a multiple payment order in CZK

14. A single or a multiple payment order in CZK may be used for a payment made in CZK to be debited to the Account maintained in CZK and credited to the account maintained by the Bank in CZK or credited to an account in CZK maintained by another bank in the Czech Republic.
15. Clients - physical persons shall not place multiple payment orders.
16. All other terms and conditions for complying with the rules with regard to payment transactions in CZK shall be stipulated in the Notice on terms and conditions of payment services.

B) A single payment order in foreign currency

17. A single payment order in foreign currency may be used (a) for a payment made between accounts maintained by the Bank in the same or in different currencies with the exception of the Account of the payer and the account of the beneficiary being maintained in CZK, or (b) for a payment made to another bank in the Czech Republic to be debited to an Account maintained in foreign currency.
18. All other terms and conditions for complying with the rules with regard to payment transactions in foreign currency shall be stipulated in the Notice on terms and conditions of payment services.

C) Express payment order

19. An express payment order can be used only for payments in CZK to be debited to the Account maintained in CZK and credited to an account in CZK maintained by another bank in the Czech Republic.
20. All other terms and conditions for complying with urgent rules with regard to payment transactions shall be stipulated in the Notice on terms and conditions of payment services.

D) Payment order to be credited to the Deposit Account - Term Deposit

21. The User may place an order for a transaction to be performed with regard to the Deposit Account - Term Deposit maintained by the Bank.
22. Deposit Account - Term Deposit and the Account shall be maintained in the same currency.
23. All other terms and conditions for complying with the rules with regard to payment transactions shall be stipulated in the Notice on terms and conditions of payment services.

VII. Common provisions for execution and cancellation of payment orders

24. A payment order to be debited to the Account may only be placed by the User who has a sufficient User's Limit. Should Multiple Authorization have been arranged, the User's payment order shall be placed on the list of payment orders to be authorized and the Bank shall only execute such a payment order after it has been authorized in accordance with the Multiple Authorization rules.

25. When placing a payment order, the Bank shall check formal requirements, in particular, it shall verify a unique identifier of the Account of the Payer and the account of the beneficiary; further, it shall verify whether the amount of the transaction does not exceed the Limits at the time of the order and it shall also verify the validity of the Signature of the User shown on the order.
26. It is not possible to cancel a placed order for a payment transaction if already executed by the Bank.

VIII. Limits

27. The Limits shall be lowered at the time of order and renewed at 23:00 o'clock every Business Day. Orders placed outside Business Days shall be deducted from the Limits on the following Business Day.
28. Authorized payment orders shall be included into the Client's Limit, as well as into the User's Limit. Payment orders to be executed between different Client's Accounts maintained by the Bank shall not be included into the Client's Limit and shall not be limited by the Client's Limit.
29. The Bank shall set the maximum daily Client's Limit equal to 1,000,000 CZK for Clients – physical persons and equal to 5,000,000 CZK for Clients – self-employed and Clients – legal entities, if not stipulated otherwise in the Contract on the issuance and the use of Personal Certificate.
30. The Bank shall reserve the right to change the Client's Limit for a necessary period of time.

IX. Claims and complaints

31. The procedure to be followed for filing and processing claims shall be laid down in the Complaints Procedure.

X. Safety and Direct Banking Services support

32. In order to ensure a secure access to Direct Banking Services, the Bank shall, in particular, verify the identity of each User by means of the User's Signature as a means for data consistency. In particular, the Bank shall examine the access of individual Users to Direct Banking Services. Principles of ensuring safety are described in the Principles of the safe use of Direct Banking Services.
33. The Bank shall not be responsible for cases when Direct Banking Services may not be used for reasons beyond control of the Bank and its partners (i.e. power outages, disconnection of the Bank connection due to internet malfunctioning, strike, etc.)
34. Electronic communication networks serving to establish communication between the Bank and the Client in accordance with these Terms and Conditions are not under direct control of the Bank and the Bank, therefore, shall not be held responsible for any losses or damages caused to the Client by any unauthorized use. These networks and the confidentiality of any messages sent through these networks shall be ensured by relevant providers of electronic communication services (in particular, in accordance with the Act No. 127/2005 Coll., on Electronic Communications, as amended.)
35. The Bank shall establish a support point for Direct Banking Services for the User which may be contacted by phone, e-mail or a structured electronic form placed within the Direct Banking Services application. Current contacts are provided in the Direct Banking Services Manual and on the Bank website www.equabank.cz.
36. The Czech or English language shall be used for Direct Banking Services support, as chosen by the Client.

37. The Bank shall ensure provision of Direct Banking Services in accordance with the Contract on the provision of direct banking services and these Terms and Conditions. The Bank undertakes to provide the Client with personalized safety elements or a key to generate them, as appropriate, so that this data can only be used by an authorized User.
38. The communication means for Direct Banking Services in accordance with these Terms and Conditions shall be:
- Signature;
 - A PC complying with the minimum technical requirements referred to in the Direct Banking Services Manual and on the Bank's website www.equabank.cz.

XI. Client's obligations

39. The Client shall use Direct Banking Services in accordance with the Contract on the provision of Direct Banking Services, Principles of the safe use of Direct Banking Services, Direct Banking Services Manual and any other rules stipulated by the Bank. The Bank shall be responsible for proper functioning of Direct Banking Services, provided the Contract on the provision of Direct Banking Services, Technical Conditions, Direct Banking Services Manual, and any other rules stipulated by the Bank are complied with.
40. The Client shall regularly check whether the messages on the execution of orders placed by means of Direct Banking Services comply with the placed orders and whether all placed orders have been executed or refused by the Bank.
41. The Client shall report to the Bank on any discrepancies and faults in execution in a timely manner. Delayed reporting may lead to the Client's (User's) claim for damages becoming obsolete.
42. The Client shall immediately inform the Bank of any suspected software fault of the Direct Banking Services system or a fault or misuse of personalized safety elements of Direct Banking Services and/or in executing or receiving payments. Any such notification shall be made by the Client at the Client's branch and/or through Direct Banking Services support point. After each such notification, the Bank may block the use of Direct Banking Services. The Client shall further undertake to effectively cooperate with the Bank in remedial actions proposed by the Bank.
43. The Bank shall only be responsible for data accepted and confirmed by the Bank. The Bank shall not be responsible for any losses or damages caused by erroneous or duplicate data entering (instructions for a payment transaction.)
44. Any information on the direct banking system and Direct Banking Services and their use is of confidential nature and the Client undertakes not to use them contrary to the purpose for which it has been provided.
45. The Client shall protect personalized safety elements of Direct Banking Services (in particular, the Personal Certificate and the Password granting access to direct banking system) against any loss, theft, or misuse.
46. Further, the Client shall take any other measures proposed by the Bank in the Principles of the safe use of Direct Banking Services to prevent any misuse of the Direct Banking Services system.
47. The Client shall ensure that all Users consult and be governed by the Contract on the provision of direct banking services, these Terms and Conditions, Notice on terms and conditions of payment services, Principles of the safe use of Direct Banking Services, Technical Conditions, and Direct Banking Services Manual.

XII. Termination of the contractual relation

48. The Contract on the provision of direct banking services shall be terminated upon notification in accordance with the provisions of section 183 of the GBTC.
49. This shall be without prejudice to the right of the Bank to withdraw from the Contract on the provision of direct banking services in accordance with the GBTC.

XIII. Final provisions

50. The Bank shall have the right to regularly update these Terms and Conditions as indicated in the GBTC.
51. 51. The Terms and Conditions shall be valid and effective as of June 27, 2011.