



**SBERBANK**

# Business Terms and Conditions for Homebanking

Effective as of 3 January 2018

# BUSINESS TERMS AND CONDITIONS FOR HOMEBANKING

## Part I/ Introductory Provisions

- (1) The following Business Terms and Conditions for Homebanking ("**Homebanking Terms and Conditions**") stipulate the binding rules for electronic communication via Homebanking facilitated between Sberbank CZ, a.s., Co. Reg. No.: 25083325, registered in the Commercial Register with the Municipal Court in Prague, File No.: B 4353 ("**Bank**"), and the Bank's clients ("**Client**").
- (2) Any capitalised terms used but not defined herein have the meaning defined in Part Three/Clause I of the General Business Terms and Conditions.
- (3) The Client is a person or entity having entered with the Bank into an Agreement on Electronic Communication between Bank and Client – Homebanking ("**Agreement**"); i.e. the account holder.
- (4) A user is a person authorised by the Client in the Agreement to access electronically the Client's accounts via Homebanking ("**User**").
- (5) An active user is a user authorised in the Agreement to monitor the Client's account balance and to execute the transactions listed below in Part II/ Paragraph 2 hereof ("**Active User**").
- (6) A passive user is a user authorised in the Agreement to monitor the Client's account balance, i.e. to work with a list of executed payment transactions and obtain information on the account balance ("**Passive User**").
- (7) The Client must abide by the Agreement and these Homebanking Terms and Conditions; and ensure that the Users fulfil their obligations stipulated therein.
- (8) The User's authorisation to access the Client's accounts terminates once the Bank is notified in writing that the power of attorney granted to the respective User has been revoked by the Client or that the power of attorney has been terminated by the User.

## Part II/ Description

- (1) Homebanking is an electronic banking service that provides the Client and the Users with electronic access to the Client's account(s) opened with the Bank ("**Account**").
- (2) Using Homebanking, the Client/Active User may:
  - a) create and submit multiple domestic payments (with/ out a future payment date);
  - b) create and submit multiple urgent domestic payments;
  - c) create and submit multiple domestic direct debits (with/ out a future payment date);
  - d) create and submit multiple foreign payments (with/ out a future payment date);
  - e) create and submit SEPA payments;
  - f) create and submit multiple intra-bank foreign currency payments (with/ out a future payment date);
  - g) create and submit requests to arrange a single time deposit;
  - h) create and submit requests to arrange a revolving time deposit;
  - i) create and submit requests to edit/cancel a revolving time deposit;
  - j) create and submit requests to create/edit/cancel a CZK standing order;

- k) create and submit requests to create/edit/cancel a SEPA standing order in EUR;
  - l) create, submit or cancel a pre-authorised CZK direct debit;
  - m) create and submit requests to create/edit/cancel a SIPO non-cash payment;
  - n) create and submit a request to change the parameters of a payment card (i.e. to change the card limit, resend the PIN) and submit a request to renew the payment card;
  - o) create and submit a request to edit the personal data;
  - p) work with a list of executed payment transactions and obtain information on the Account balance;
  - q) obtain information about the FX rates and reference tables;
  - r) communicate with the Bank in electronic form via mail messages submitted in Homebanking ("**Mail Message**"); and
  - s) accept electronic documents, namely information about non-executed payments (if so agreed with the Bank in the respective current account agreement).
- (3) Unless agreed otherwise in the Agreement, the User may use Homebanking to submit outgoing payments without limitation.
  - (4) The transactions executed in Homebanking are authorised by the User against a signing certificate and password. The signing certificate is created by the User in Homebanking by using the security data obtained from the Bank as stipulated in Part IV/Paragraph 1 hereof and registers the same on the Bank's server.

## Part III/ HW and SW Requirements

- (1) Minimum hardware requirements for the Client, without which the service cannot be provided:
  - a) 150 MB free space on the hard disk; and
  - b) internet connection.
- (2) Software requirements for the Client, without which the service cannot be provided:
  - a) 32-bit/64-bit operating system – Microsoft Windows (Vista and higher).

## Part IV/ Rights and Responsibilities, Security

- (1) Once the Agreement is executed, the Bank undertakes to provide to the Client an installation package consisting of:
  - a) Homebanking software on CD-ROM ("**HB Software**"); and
  - b) security envelopes with login details (passwords).
- (2) When receiving the security envelopes, the Client must make sure that these are not damaged. The Client is responsible for handing over the security envelopes to the respective Users. If the envelopes are physically damaged, the Client/User must report this fact immediately to the Bank.
- (3) The login details assigned to the Users and contained in the security envelopes are strictly confidential. The Client and the Users must make sure that these are not disclosed to any unauthorised third party.

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- (4) The User's login details are disclosed by the Bank only to the respective User.
- (5) Unless requested by the Client otherwise, Homebanking is installed by the Client himself/herself. If not installed by the Client, Homebanking is installed by an Electronic Banking Specialist ("**Bank Staff**") or an external company and the Users are trained by the same. The person to be present at the installation and to provide required assistance to the Bank Staff / external company, namely to provide access to the Agreement for the purposes of correct Homebanking installation and activation, is determined by the Client in the Agreement.
- (6) The HB Software may be used by the Client/User solely for the purposes of electronic communication with the Bank as described in the User Manual.
- (7) The HB Software cannot be copied or provided to third parties.
- (8) If the password/other login details get lost/stolen or if there is a reasonable concern that a third party may have learnt of the login details and hence can misuse the Client's Account or if any other concerns regarding the misuse of the Account arise, the parties must notify one another of such circumstances without delay. The Client/User must notify the Bank as of the abovementioned circumstances without undue delay as follows:
  - a) call the help line (T.: 800 133 444, ext. 3), Monday–Thursday 8.00 AM – 6.00 PM, Friday 8.00 AM – 4.00 PM; or
  - b) send an email to Homebanking@sberbankcz.cz; or
  - c) contact the call centre on 800 133 444 during the business hours (+420 543 525 901 when calling from abroad); or
  - d) report the circumstances in person at a Bank's POS.Immediately after notifying the Bank as stipulated above, the Client must confirm the same by submitting a request to block electronic access.
- (9) The Bank may as well block the electronic access on its own initiative for reasons of security, especially if there is a risk/suspicion of unauthorised access. The Bank notifies the Client by telephone as of its intention to block the electronic access and the reasons for doing so (this, however, does not apply to cases where disclosure of such information could impede the purpose of blocking the access or would contradict other legal regulations) before blocking the electronic access; or, if that is not possible, immediately thereafter. The Bank unblocks the electronic access as soon as the reasons for blocking subside. The Client may request that the electronic access be unblocked and do so in writing at a Bank's POS.
- (10) On the day the electronic access to the Accounts is blocked, all electronic transactions that have not been processed are verified by the Bank; no unauthorised electronic transactions are processed.
- (11) For reasons of security or due to system maintenance, the Bank may interrupt the User's access to Homebanking in urgent cases without prior notice or suspend the provision of certain or all Homebanking services; of which the Bank notifies the Client without undue delay by sending the Mail Message.
- (12) The Client bears any loss from unauthorised payment transactions up to EUR 50 in total if such loss was caused by the use of lost/stolen login details.
- (13) The Client fully bears any loss from unauthorised payment transactions if such loss occurred in association with the Client's fraudulent activity or because the Client, whether intentionally or by gross negligence, breached any of the obligations stipulated in Section 165 of Act No. 370/2017 Sb., governing the payments, as amended.
- (14) With the exception of cases when the Client acts fraudulently, the Client bears no loss from unauthorised payment transactions if the Client could not have discovered the loss, theft or misuse of the login details before the unauthorised payment transaction took place, or if the loss, theft or misuse of the login details was caused by actions on the part of the Bank, or if the loss occurred after the Client had notified the Bank as of the lost, stolen or misused login details (incl. unauthorised use thereof); or if the Bank did not ensure that the Client could report the loss, theft, misuse or unauthorised use at any time, or if the Bank breached its obligation to require a strong verification in cases required by law.

### Part V/ Time Limits

- (1) The Client/Active User may submit a payment to the Bank as stipulated in Part II hereof and do so no earlier than 90 days before the payment date. Standing orders must be submitted at the latest two Business Days before the first payment date.
- (2) Unless the Client/User specifies a later payment date, the Bank processes the payments on the day they are submitted, assuming the same are submitted to the Bank within the agreed times (cut-off times) stipulated in the Payments Terms and Conditions. If submitted to the Bank after the aforementioned time limits, the payments are processed on the following Business Day, unless the Client/User specifies a later payment date.
- (3) The Bank credits and debits the funds to and from the Client's Accounts in the course of the Business Day.
- (4) The Bank notifies the Client as of the payments executed via Homebanking in a summary of executed payments available to the Client in Homebanking (i.e. from the Bank's communication server) one Business Day after the respective payments have been processed.
- (5) Any payment submitted electronically via Homebanking can be revoked until the same has been received by the Bank as stipulated in the Payments Terms and Conditions. If so agreed with the Bank, the Client may revoke a payment (with the exception of a pre-authorised direct debit) even after the same has been received by the Bank; however, only if the payment has not yet been remitted by the Bank or not yet settled (intra-bank payments). A payment may be revoked by the Mail Message submitted via Homebanking or by a written request submitted at the POS. A payment may be revoked only by the Active User.

### Part VI/ Domestic and Foreign Payments

#### Domestic Payments

- (1) If a domestic payment is to be processed as an urgent payment, the respective payment must be submitted on the form designed for domestic urgent multiple payments.

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## Foreign Payments

- (1) If a foreign payment is to be processed as an **urgent** payment, the Urgent Priority checkbox must be ticked.
  - (2) Requests to make intra-bank payments in different/same foreign currency as well as requests to make payments to another domestic bank from the Accounts opened in a currency other than CZK must be submitted on the form designed for electronic intra-bank foreign currency multiple payments.
  - (3) If the above requirements are not met, the payments are not executed and the Client is notified thereof by the Mail Message submitted via Homebanking or by telephone.
  - (4) The currency is converted using the FX rate announced by the Bank as stipulated in the Payments Terms and Conditions valid as at the moment of currency conversion. The FX rates may be changed by the Bank until the payment is processed. Such change, however, must be executed in a neutral way. Unless agreed otherwise, the Bank executes a foreign payment or intra-bank foreign currency payment using the Bank's bid-ask mid-point exchange rate valid as at moment the payment is being processed. The FX rates used by the Bank are available to the Client at the Bank's POS and website at [www.sberbank.cz](http://www.sberbank.cz). The FX rates displayed in Homebanking are only informative.
- (3) If a complaint regarding an erroneous transaction filed in accordance with the Homebanking Terms and Conditions is unsuccessful and the Client is not satisfied with its resolution, the Client may seek redress from the Financial Arbiter, Legerova 1581/69, 110 00 Praha 1, [www.finarbitr.cz](http://www.finarbitr.cz), that resolves disputes between issuers and holders of electronic payment instruments pursuant to Act No. 229/2002 Sb., governing the financial arbitration, as amended. The Client's right to refer the case to court is not affected thereby.

## Part IX/ Amendments

- (1) The Bank may amend these Homebanking Terms and Conditions pursuant to Part Three/Clauses II and III of the General Business Terms and Conditions.

## Part X/ Final Provisions

- (1) If any of the provisions hereof contradict a provision of the General Business Terms and Conditions and/or the Payments Terms and Conditions, the respective provision hereof prevails.
- (2) The Agreement is governed by Czech law.
- (3) These Homebanking Terms and Conditions take effect on 3 January 2018, replacing the wording dated 31 October 2016.

## Part VII/ Fees

- (1) **Services rendered by the Bank are subject to a fee charged to the Client as stipulated in the List of Fees in force. Unless agreed otherwise, the fees are debited from the Account specified by the Client. The fees, however, may as well be debited by the Bank from any other Account maintained for the Client.**
- (2) Fees are understood to include, in particular: a lump sum HB Software fee, a regular fee for Homebanking services and a fee for resending the security envelopes. A fee for executing a domestic payment, foreign payment or intra-bank payment, as well as an additional fee charged for executing a priority payment / revoking a payment are preferentially debited from the Account from which the respective payment is made.
- (3) The List of Fees is available at the POS and website at [www.sberbank.cz](http://www.sberbank.cz).

## Part VIII/ Claims Settlement

- (1) A defective Homebanking installation and/or training provided by the Bank Staff / designated external company (i.e. standard use of Homebanking to execute the transactions stipulated in Part II hereof) may be claimed by the Client/Active User no later than within 30 days following the respective Homebanking installation and training.
- (2) The payment transactions stated in the account statement must be checked by the Client/Active User without undue delay. Any unauthorised and/or incorrectly charged payment transactions may be demonstrably claimed with the Bank once revealed; however, no later than within 13 months after the funds have been debited from the Account. The claims filed by the Client/User are investigated by the Bank within the stipulated time limit. Further terms and conditions are stipulated in the Bank's Claims Code, which is available at the POS and website at [www.sberbank.cz](http://www.sberbank.cz).

## Part XI/ Important Agreements

- (1) **The Client has properly understood the Agreement and the Homebanking Terms and Conditions and in particular explicitly accepts the arrangements set forth herein and marked bold.**