

PRODUCT BUSINESS TERMS  
AND CONDITIONS FOR  
PROVISION OF DIRECT  
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**

UniCredit Bank Czech Republic and Slovakia, a.s., Company ID No. 64948242, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file 3608 (hereinafter referred to as the “Bank”), provides its clients (hereinafter referred to as “Clients”) direct banking products whereby it is possible to communicate with the Bank when using selected banking services in an agreed manner either via the internet (“internet banking products”), via public telecommunication networks (“telephone banking products”), via public mobile telecommunication networks (“mobile banking products”), or via the internet and public mobile telecommunication networks (hereinafter referred to as “Direct Banking Products”).

These Product Business Terms and Conditions for Provision of Direct Banking Products of UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as the “Product Terms and Conditions for Provision of Direct Banking Products”) stipulate binding rules for relationships between the Bank and the Client in connection with provision of Direct Banking Products.

These Product Terms and Conditions for Provision of Direct Banking Products are valid from 1 January 2014 and fully cancel and replace the Business Terms and Conditions for Provision of Direct Banking Products of UniCredit Bank Czech Republic, a.s., in effect since 17 October 2011.

## 1. INTRODUCTION

**1.1** The Bank provides Direct Banking 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 Product Terms and Conditions for Provision of Direct Banking Products; the Tariff of Fees for Providing Banking Services of UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as the “Price List”); and possibly other contractual documentation according to the type of Direct Banking Product arranged.

**1.2** The Bank is entitled to amend the Product Terms and Conditions for Provision of Direct Banking Products or add new provisions thereto, in particular concerning communication between the Bank and Client, the conditions for users, blocking of Direct Banking Products, technical and security requirements for using Direct Banking Products, liability for damage, the scope of changes to the Product Terms and Conditions for Provision of Direct Banking Products, and the rules for implementing such changes. The Bank is entitled to amend the Product Terms and Conditions for Provision of Direct Banking 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 Direct Banking 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 Direct Banking 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 Direct Banking 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 Direct Banking Products as the date upon which the new wording of the Product Terms and Conditions for Provision of Direct Banking Products becomes valid.

- 1.3** Should the parties’ rights and obligations governed by the Product Terms and Conditions for Provision of Direct Banking Products change as a direct result of a change in legal regulations that cannot be contractually circumvented, the provisions of paragraph 1.2 shall not apply. The Bank will inform the Client of any such change.
- 1.4** If technically possible, the relevant agreed Direct Banking Products may be used as a means of remote communication between the Client and the Bank, or between the Client and a third party, for example, to arrange contracts for financial services concluded remotely (including amendments thereto).
- 1.5** The interface of the relevant application of Direct Banking 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 direct banking services.
- 1.6** The Bank informs the Client via Direct Banking Products about account balances and executed transactions. The user of Direct Banking Products (hereinafter referred to as the “User”) is obliged to regularly check whether banking activity reports correspond to the submitted orders and whether the Bank executed or rejected the submitted orders. He/she is obliged to notify the Bank without undue delay of any errors discovered in the transactions activity or other discrepancies. If the User has not filed a claim at latest within 30 days from the day of their presentation in the Direct Banking Product, and no objective insurmountable obstacles prevented his/her doing so, it is deemed that he/she did not file the claim without undue delay.

## 2. USER OF A DIRECT BANKING PRODUCT

- 2.1** For purposes of these Product Terms and Conditions for Provision of Direct Banking Products, the User is understood to be the Client, as long as he/she personally uses Direct Banking Products, as well as any individual to whom the Client granted authorisation to use, on behalf of the Client, selected banking products and services by means of Direct Banking Products.
- 2.2** By authorising the User, the Client – the account holder – gives his/her consent for the Bank to provide to the User all information that would otherwise be subject to banking secrecy and for the User to receive documents sent to him or her by the Bank in accordance with Article 1.6 on behalf of the Client. The information and documents sent by the Bank are considered to be delivered to the Client on the day when they were delivered to the User pursuant to Article 1.6.
- 2.3** By accepting this authorisation, the User expresses his/her agreement with the accuracy of the given data and at the same time expresses his/her undertaking to adhere to the General Business Terms and Conditions and the Product Terms and Conditions for Provision of Direct Banking Products.
- 2.4** The User’s authorisation to use a Direct Banking Product is terminated, not excluding other means, by:
- a)** a written cancellation of the authorisation from the Client, or
  - b)** a written notice of forfeiting authorisation from the User delivered to the Bank. The User’s access to banking services will be cancelled at the latest by the end of the business day following the delivery date of the Client’s notice or the User’s instruction on cancellation of the authorisation, unless a later date is stated therein.

### **3. BLOCKING OF DIRECT BANKING PRODUCTS**

- 3.1** Should the Client seriously or repeatedly breach the obligations ensuing for him/her from the contractual relationship with the Bank, the Bank is entitled temporarily to block the relevant Direct Banking Product.
- 3.2** The Bank may block access to a Direct Banking Product in case of its suspected unauthorised or fraudulent use.
- 3.3** The Bank also is entitled to block access to a Direct Banking Product in case of an increased risk that the Client will not be able to repay a loan provided by the Bank.
- 3.4** The Bank will cancel the blocking as soon as the reasons for doing so cease to exist.
- 3.5** Blocking becomes effective on the day of the Bank's so deciding.
- 3.6** The Bank will inform the Client by an appropriate means of its decision to carry out blocking before its execution or, as the case may be, immediately thereafter.

### **4. TECHNICAL REQUIREMENTS FOR PROVISION OF DIRECT BANKING PRODUCTS**

- 4.1** By means of the overview of direct banking services and parameters (hereinafter referred to as the "Parameters"), the Bank presents requirements for the User's technical equipment to use individual Direct Banking Products, as well as the banking services which may be used by means of Direct Banking Products and their corresponding time periods. The currently valid Parameters are published on the Bank's website and are also available upon request at the Bank's branches. The conditions for amending the Product Terms and Conditions for Provision of Direct Banking Products under paragraph 1.3 apply for updating these Parameters.
- 4.2** The Bank may suspend or restrict the use of a Direct Banking Product for a time necessary for its maintenance or to process data.

### **5. SECURITY OF DIRECT BANKING PRODUCTS**

- 5.1** When using Direct Banking Products, the User is obliged to prove his/her identity using the required personalised security elements provided to him/her by the Bank.
- 5.2** Actions carried out during proper use of personalised security elements are regarded as actions executed by the User. It is expressly agreed that payment transactions are regarded as authorised in such case.
- 5.3** The User is obliged to take all appropriate measures to protect his/her personalised security elements.
- 5.4** Personalised security elements identify the respective User and are non-transferable. The User is fully responsible for damage arising from loss, theft or misuse of personalised security elements.
- 5.5** The Bank may charge a fee for the provision of personalised security elements pursuant to the Price List.
- 5.6** In case of misuse or suspected misuse of a Direct Banking Product or in case of loss or theft of personalised security elements, the User is obliged to inform the Bank of this fact without delay. The User is responsible for damage incurred as a result of failure to fulfil this obligation.
- 5.7** The Bank provides information on its website and at its business premises on the manner by which the User should report loss, theft, misuse or unauthorised use of a Direct Banking Product.

### **6. CERTAIN PROVISIONS ON LIABILITY FOR DAMAGE**

- 6.1** The User is responsible for all damages that arise to the Bank or to third parties, for example, as a result of the transfer of a computer or mobile virus from the equipment of the Client or an authorised person or from the equipment of a third party used by them.
- 6.2** The User acknowledges that the Bank is not responsible for the compatibility of the banking application with other application equipment of a mobile phone. The Bank is not responsible for damage and failure or loss of functionality of the mobile phone and application equipment of a mobile phone caused by the fact that the mobile phone had been damaged or had had other defects, did not meet the characteristics stated by the producer, or contained application equipment incompatible with the banking application. This does not affect the regulation concerning exclusion or limitation of the Bank's liability pursuant to the General Business Terms and Conditions.
- 6.3** If the User obtains access through the respective direct banking service to information on products provided to the User by a third party, the Bank is not responsible for the accuracy or availability of that information. This does not affect the regulation concerning exclusion or limitation of the Bank's liability pursuant to the General Business Terms and Conditions.

### **7. FINAL PROVISIONS**

- 7.1** The contractual parties are entitled to withdraw from the agreement on provision of direct banking services at any time by providing to the other party a written notice of termination. Should the Client withdraw from the agreement, it is terminated on the first banking day following the day of the notice's delivery to the Bank or at another later date stated in the notice. Should the Bank withdraw from the agreement, it is terminated two months after the day upon which the notice is delivered to the Client.
- 7.2** The agreement on provision of direct banking services terminates at the latest on the day upon which the contractual relationship concerning the final product to which the Client had access by means of the Direct Banking Product was terminated.