

CONDITIONS FOR ELECTRONIC DATA EXCHANGE VIA ČSOB MULTICASH 24 SERVICE



This translation of the Conditions for Electronic Data Exchange via ČSOB MultiCash 24 Service from Slovak to English language is for information purposes only and does not represent a binding version.

Definitions and Terms

1. The The Conditions for Electronic Data Exchange via ČSOB MultiCash 24 Service (hereinafter referred to as the "Terms and Conditions") have been issued by Československá obchodná banka a.s., having its registered office at Žižkova 11, 811 02 Bratislava, registered in the Commercial Register maintained by the District Court Bratislava I, section Sa, file no.: 4314/B, corporate registration No.: 36 854 140 (hereinafter referred to as the "Bank") in accordance with and on the basis of the current General Business Conditions of the ČSOB (hereinafter referred to as the "GBC"). The ČSOB MultiCash 24 Service (hereinafter referred to as the "Service") entitles the Clients of the Bank to access selected products and services of the Bank in accordance with the contractually agreed terms applying to the account of the Account Holder. The Service is an electronic banking service with the possibility to work in the client's application ČSOB MultiCash 24 without the Internet connection (offline access). The Service description and how can the Client use the Service is included in the application ČSOB MultiCash 24 (help) and the Client shall become familiar with its content. The electronic exchange of data via the Service represents a fully equivalent form capable to replace paper form of legal acts executed on the Bank paper forms. The Service is provided in the Slovak, English or German language.
2. Under these Terms and Conditions the term "Client" refers to:
 - a) The Account Holder who is a natural person – entrepreneur (hereinafter referred to as the "sole trader") or legal entity which has a current account opened and kept in the Bank under a separate written agreement. The Account Holder shall conclude the Agreement on the Provision of the ČSOB Electronic Banking Service – ČSOB MultiCash 24 (hereinafter referred to as "the Agreement") with the Bank in which the Account Holder authorises the Installation Owner (represented by the Authorised Persons) to make use of the Service and to dispose of funds held on the Account Holder's account(s).
 - b) The Installation Owner who is the sole trader or legal entity which concludes the Agreement with the Bank in which the Installation Owner identifies the Authorised Persons who are authorised to use the Service and dispose of funds on the Account Holder's accounts. The Agreement between the Bank and the Installation Owner may be concluded only under the condition that the Account Holder grants a mandate to the Installation Owner in the analogous Agreement concluded between the Account Holder and the Bank on the use of the Service and disposal of the funds on the accounts of the Account Holder. The Installation Owner may be authorised to make use of the Service and dispose of funds on the accounts of several Account Holders. If the Account Holder and the Installation Owner are one and the same person, only one Agreement shall be concluded.
 - c) The Authorised Person who is the natural person specified by the Installation Owner (or the Account Holder, if the Account Holder and the Installation Owner is the same person) in the Agreement as a person authorised to use the Service and dispose of funds on the Account Holder's accounts. The Authorised Person may be named in several Agreements between the Bank and the Account Holders and may have the right to dispose of funds on the accounts of several Account Holders. The Authorised Person also has access to all information on the Account Holder's account(s) provided by the relevant Service. The Authorised Person is entitled to use the Service within the scope specified in the Agreement.

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The Service shall be provided in accordance with the written Agreement concluded between the Bank and the Client – the Account Holder, in which the Client – the Account Holder shall name one or more Installation Owners and also the written Agreement concluded between the Bank and the Client – the Installation Owner, in which the Client – the Installation Owner names the Authorised Persons authorised to make use of the Service and dispose of funds on the accounts of the Account Holder.

3. The APPID of the Client (Customer ID) is a number that uniquely identifies a particular Client – the Account Holder or a particular Client – the Installation Owner. The number is assigned to the Client (the Account Holder or the Installation Owner) at the signing of the Agreement.
4. The Agreement is the Agreement on the Provision of the ČSOB Electronic Banking Service – ČSOB MultiCash 24 concluded between the Bank and the Client – the Account Holder or the Client – the Installation Owner.
5. The Instruction is an instruction from the Client – the Authorised Person submitted to the Bank by means of the Service to carry out a Transaction or to make use of other services provided by the Bank from the current list published on the official web site of the Bank www.csob.sk (hereinafter referred to as "www.csob.sk"). The Client Instruction sent in the electronic form and signed with an electronic signature is considered for an original and there is no need for further confirmation in written form.
6. The Transaction is the transfer of funds executed according to the Instruction submitted by the Authorised Person (e.g. a standing order for payment, an accelerated payment order, an instruction for collection etc.) or the transfer of funds carried out by the Bank (e.g. offsetting, legal seizure) in accordance with the generally binding legal regulation and the Bank's GBC (hereinafter referred to as "a Transaction").
7. The Registration Certificate is a document created by the application in generating a key pair for the electronic signature – the public key and the private, encrypted key.
8. The electronic signature is a method of authorisation used in the system for transmitting messages in electronic form, which is equivalent to a conventional signature, i.e. it has the same validity as the signature corresponding to the specimen signature. The electronic signatures are password-protected.
9. The public encryption key is used in the Service to verify the identification of the sender of a file of payment orders, i.e. their electronic signature. The Client's public key is entered into the ČSOB MultiCash 24 system in the Bank as an independent encrypted INI or PUB message. Its accuracy must be verified using the set method (by submission of the Registration Certificate with the HASH value of the public encryption key, signed by the Account Owner or the Installation Owner and by the registration of the certificate in the Bank).
10. The secret encryption key is used in the Service to electronically sign the file of payment orders from the Authorised Person before they are sent to the Bank. It is confidential information (private property) belonging to its owner (the Authorised Person) and shall be protected in an appropriate manner in order to maintain its confidentiality.
11. The Service makes use of the following security information:
 - a) Login password (up to 16 characters) – used to log in the Authorised Person under the user name to the application ČSOB MultiCash 24,
 - b) Communication password – used for communication with the Bank (to download data from the Bank and to send files of payment orders to the Bank),
 - c) Electronic signature – (generated by the application, registered in the Bank),
 - d) Password for electronic signature,The Client – the Authorised Person may change all the security elements at any time.
12. The Client – the Authorised Person shall make use of security information as follows:
 - a) When logging in: the user name and the access password. The local administrator defines the user name upon agreement with the Authorised Person. If the password is entered

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incorrectly three times, the application ČSOB MultiCash 24 will block the access. Only the local administrator (not the Bank) can unblock the access for the Client.

b) During communication with the Bank: the identification number (User ID) and the communication password. If this communication password is entered incorrectly three times, the user's access to the Bank will be blocked. The Client can request unblocking of the access via the Help Desk ELB and that by e-mail to corhelpdeskelb@csob.sk or by telephone (phone numbers are listed on www.csob.sk).

c) During signing: the user name and the password for the electronic signature.

13. These Terms and Conditions refer to the following equipment for communication for the Services:
 - a) The medium storing the electronic signature,
 - b) PC – a personal computer with the recommended configuration specified in the Requirements for the Installation of ČSOB MultiCash 24, published on www.csob.sk.
14. The Bank provides the Bank services based on the Service to the Account Holders of current accounts opened and kept in the Bank in accordance with the separate written contract and the GBC. Certain functionalities of the Service may be used at the request of the Client – the Account Holder with the appropriate type of the account with respect to the so-called foreign accounts (the accounts opened and maintained by other banks or branches of foreign banks than the Bank). Only selected business functions of the Service are made available for these so-called foreign accounts, whereas these functions are processed through SWIFT (MT101 - payment on the foreign account of another bank and MT940 - statement from the foreign account of another bank).
15. The Bank provides to the Clients via the Service the functionalities listed in the part of the application help) ČSOB MultiCash 24 or in the document "Functions, status and payment - MultiCash 24" and in other documents which are published on www.csob.sk.

Rights, Obligations and Liability of the Client

16. The Client shall install and maintain the workstation (the equipment for communication with the Service – the respective PC used for the Service) in a safe and operable condition on his/her own expenses and responsibility. This workstation must comply with the technical requirements for communication equipment (required configuration, etc.) stipulated by the Bank for error-free use of the Service. The technical requirements are specified in the Requirements for the Installation of ČSOB MultiCash 24.
17. The Client undertakes to have effective antivirus software installed to carry out regular antivirus protection of the equipment for communication with Service (the personal computer or the computer network).
18. The Clients shall become familiar in detail with the Terms and Conditions, with the Requirements for the Installation of ČSOB MultiCash 24, with the relevant Help in the application ČSOB MultiCash 24, with the manuals of the Service published on www.csob.sk and as well with the GBC. The Client shall use the Services or the equipment for communication with the Service in accordance with the Terms and Conditions, in particularly they shall observe all the agreed rules for ensuring the security of the equipment for communication with the Service, including the security information.
19. The Clients shall upgrade the application ČSOB MultiCash 24 using the MultiCash Software Distribution System web application which is included in the Service. The Bank will send the Client an e-mail reminder to download and install the latest version to the e-mail addresses that the Client submits to the SDS server when registering. The Bank shall not be liable for non-functionality of the Service if the Client has not installed the latest version of the application ČSOB MultiCash 24 provided by the Bank.

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20. The Client – the Authorised Person shall regularly observe/follow all security procedures and shall ensure that no other persons learn the used security information and shall not disclose such security information to third parties. The Client may not record the security components in an easily readable form and must ensure that their private encryption key and the media on which the private encryption key is stored are protected against abuse and theft. If the Client – the Authorised Person becomes aware:
- a) That a third (unauthorised) party knows his or her security information or
 - b) of the loss or of the theft of the security information or the equipment for communication with the Service or
 - c) of the execution of operations for which he or she did not give an instruction or
 - d) of the errors or other discrepancies in the management of the account for which the Service has been activated,
- He/she shall immediately inform of this matter the HelpDesk ELB or one of the Bank's Client advisors who, upon the agreement of the Client, will block access to the Service and agree on further measures to be taken.
21. The Client – the Authorised Person shall provide the Bank with all possible cooperation in remedies that the Bank may propose. If the Client – the Authorised Person does not accept the proposed remedies, the Bank shall not be liable for any losses that the Client incurs thereby.
22. The Client shall be fully liable for damage resulting from the loss or the theft of the security information or the equipment for communication with the Service, until the moment when such a loss or theft is reported to the Bank.
23. From the moment when the Client – the Authorised Person informs the Bank of a situation as specified in the point 20 of these Terms and Conditions, the Client shall bear no liability for damages resulting from the loss or the theft of the security information or the equipment for communication with the Services, except in cases where the Client acts fraudulently.
24. The Client shall not be liable for damages under the point 20 of these Conditions if the equipment for communication with the Service was used via the equipment without the use of the security information for the identification and authentication.

Rights, obligations and liability of the Bank

25. The Bank provides services based on the electronic data exchange via ČSOB MultiCash 24 Services after registration of the Client's public encryption key in the Bank. The Bank shall register the public encryption key immediately upon receiving the original Registration Certificate with the hash value of the public encryption key signed by the Account Holder / the Installation Owner.
26. Upon receiving the report of matters as specified in the point 20, the Bank shall implement all measures necessary to prevent further use of the Service, and that even in cases where the Client – the Authorised Person has committed gross negligence or fraud.
27. The Bank shall be liable for:
- a) The non-execution of the transaction or the incorrect execution of the transaction that the Client is entitled to, provided that the Client has not breached any of the conditions laid down in these Terms and Conditions,
 - b) The instructions whose execution the Client – the Authorised Person did not authorise. The Bank shall not be liable in the event that the Client acts in contradiction to the provisions of these Terms and Conditions, especially the points 16 – 24,
 - c) The errors or other discrepancies in the management of the account for which the Service has been established, if their cause can be assigned to the Bank.

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28. The Bank shall not be liable for the losses resulting from the execution of the authorised instruction created in a non-approved manner by a third party as a result of abuse of the Client's private encryption key.
29. In the cases stated under letters a) to c) in the point 27, the Bank shall proceed in accordance with its current GBC.
30. The provisions of the point 27 shall not apply if the Bank shows that the Client – the Authorised Person has breached his or her obligations as specified in these Terms and Conditions.
31. In electronic communications via the Service, the Bank will accept only data/information that is complete, is in line with the prescribed format, and is authorised with the Client's electronic signature. The Bank shall not be liable for losses resulting from non-execution of the incomplete or unauthorised instructions. The Bank is entitled not to execute or to refuse to execute instructions in other circumstances that prevent the execution of the operation or other transactions under these Terms and Conditions, the GBC or other contractually agreed terms and conditions relating to the provision of the Bank's products and services (in case of insufficient funds in the accounts of the Client, that are to be debited in the transaction, in case that the Client's account is blocked, etc.).
32. The Bank shall not be liable for any losses incurred as a result of the submission of incorrect or duplicate data (transactions) to the Bank via the Service.
33. The Bank shall not be liable for the non-execution of the transaction or where it is impossible to use or access the Service due to direct or indirect causes outside the influence of the Bank or its partners (e.g. interruptions in electricity supply, interruptions in the connection to the Bank via the public Internet, strikes etc.). The Bank shall not be liable for any losses that the Client incurs as a result of it being impossible to make use of the Service in such circumstances.
34. The Bank shall not be liable for non-functionality of the application ČSOB MultiCash 24 Service caused by the third-party applications installed on the Client's computer (e.g. programs from other manufacturers, virus infection of the computer, hardware defects in the workstation and the like) or force majeure.
35. The Bank is entitled to unilaterally cancel the use of the Service in the event of the breach of the terms set out in the separate account contract, the GBC or the breach of security procedures.
36. The Bank is entitled to charge fees for the use of the Service according to the current Price List and to debit such fees from the account of the Client – the Account Holder. The Bank's current Price List can be obtained from the business premises of branches of the Bank and on the www.csob.sk.

Security

37. The Service is provided by means of public communication and data channels. The Bank is not responsible for their provision and therefore cannot be held liable for situations in which the Client incurs a loss as a result of abuse of transferred messages.
38. The special character of the Service entitles the Bank to document individual requests and financial transactions on accounts that are made using the Service. Records are securely archived in electronic form in the Bank in accordance with the Act No. 483/2001 Coll. on Banks, as amended, for the set time to allow transactions to be recalled and errors to be corrected. In the event of a dispute with the Client, the Bank shall prove that the disputed transactions were correctly recorded and posted and were not affected by technical or other defects. The Bank shall be responsible for the secure method of archiving.
39. The stated records may be used to protect the legitimate interests of the Bank as evidence in any judicial or other official proceedings. In the event of a dispute neither the Bank nor the Client will cast doubt on the admissibility of evidence in the form of messages exchanged via

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the application ČSOB MultiCash 24 and stored in accordance with the GBC and these Terms and Conditions.

Time Limits

40. The Bank accepts the instructions from the Clients – the Authorised Persons submitted via the Service in principle 24 hours a day, 7 days a week. The instructions of the Account Holders will be processed according to the standard procedures given in the Bank's current GBC.
41. The deadlines for the submission of the payment orders and the period set by the Bank for processing them are listed in the document "Information on the Deadlines for the Execution of Payment Transactions (hereinafter referred to as the "Time Limits")", which is posted in the premises of all branches of the Bank and on the www.csob.sk.
A payment order sent using the Service cannot be cancelled on the payment date. The payment order sent via the Service with a future payment date can be cancelled, by a written request for cancellation submitted to the branch of the Bank no later than the business day preceding the payment date in accordance with the document "Time Limits".
42. If the Client – the Account Holder requires an extraordinary (duplicate) production of the statement, the Client – the Account Holder can get help from the Electronic Banking Helpdesk by email (using the address corhelpdeskelb@csob.sk), or from the branch of the Bank. The Bank can charge a fee to cover the increased cost it incurs by execution of the extraordinary (duplicate) statement according to the current Price List.
43. In exceptional cases, the Bank is entitled to postpone application of an exchange rate until the publication of the standard list of the Bank's exchange rates applicable for the next banking day, on which the relevant exchange rate is already defined.

Statements, Complaints

44. Immediately upon receiving the account statement, the Client shall verify the sequence of the posting, the accuracy of the balance of the account and the accuracy of the transactions' execution. If the Client finds discrepancies in the posting or non-posting of executable instructions, he or she shall immediately report the error and make a request for its correction in a written form submitted at the branch of the Bank or via the Electronic Banking Helpdesk (an e-mail to corhelpdeskelb@csob.sk or by telephone (phone numbers are listed on www.csob.sk)) by the deadline set in the Bank's GBC.
45. The Client understands and gives consent that any complaint made by telephone will be recorded and that this audio recording will be used as documentation in the processing of the complaint. The Client is not entitled to report the complaint by telephone, unless he or she consents to the recording of the call.
46. The complaints are processed in accordance with the Bank's Complaints Procedures.
47. The disputes between the Client and the Bank can also be settled through the Permanent Court of Arbitration established by the Slovak Bank Association. The Bank shall offer the Client the proposal to conclude an arbitration agreement when concluding the Agreement. The text of the arbitration agreement is available at the business premises of its branches. If the Client and the Bank conclude an arbitration agreement, the dispute shall be settled by the respective arbitration court.

Final Provisions

48. The Bank executes transactions on the accounts using the Service according to the instructions of the Client – the Authorised Person. The transactions on the accounts must be in

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accordance with these Terms and Conditions, the GBC and the generally applicable legal regulations valid in the Slovak Republic.

49. These Terms and Conditions are governed by the law of the Slovak Republic.
50. The Bank has the right to unilaterally modify these Conditions. The Bank informs the Client about changes of the Conditions by publishing these Conditions in the Bank's business premises accessible to the public and on the www.csob.sk no later than one month prior to the effectiveness of the relevant changes, if the generally binding legal regulation valid in the Slovak Republic does not set a different deadline or if the Bank and the Client agree otherwise. The current Terms and Conditions are available on the www.csob.sk and in all branches of the Bank. The Client undertakes to familiarise himself or herself with the changes/updates of the Terms and Conditions.
51. These Terms and Conditions constitute an integral part of the Agreement. Different provisions agreed in the Agreement have priority over the text of these Terms and Conditions.
52. These Conditions shall replace the Conditions for Electronic Data Exchange via ČSOB MultiCash 24 Service dated 15.06.2014.
53. These Terms and Conditions will enter into force and effect on 01.01.2016.