



SBERBANK

Business Terms and Conditions for MultiCash

Effective as of 3 January 2018

BUSINESS TERMS AND CONDITIONS FOR MULTICASH

Part I/ Introduction

- (1) The following Business Terms and Conditions for MultiCash ("**MultiCash Terms and Conditions**") stipulate the binding rules for electronic communication via MultiCash 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 – MultiCash ("**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 MultiCash ("**User**").
 - (5) The Client must abide by the Agreement and these MultiCash Terms and Conditions; and ensure that the Users fulfil their obligations stipulated therein.
 - (6) 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accounts terminates once the Bank is notified in writing that the power of attorney granted to the respective User has been revoked by the Client or that the power of attorney has been terminated by the User.
- software is physically damaged, the Client must report this fact immediately to the Bank.
- (3) The login details assigned to the Users are strictly confidential. The Client must make sure that these are not disclosed to any unauthorised third party.
 - (4) The User's login details are disclosed by the Bank only to the respective User.
 - (5) Unless requested by the Client otherwise, MultiCash is installed by the Client himself/herself. If not installed by the Client, MultiCash is installed by an Electronic Banking Specialist ("**Bank Staff**") 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, namely to provide access to the Agreement for the purposes of correct MultiCash installation and activation, is determined by the Client in the Agreement.
 - (6) The MultiCash software cannot be copied or provided to third parties.
 - (7) If the confidential information gets lost/stolen or if the circumstances indicate that a third party may have learnt of the confidential information and hence can misuse the Client's Account, the parties must notify one another of such circumstances without delay. The Client 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 multicash@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.
 - (8) The Client must further notify the Bank as of any unauthorised transaction as well as of any errors or any Account-related discrepancies and do so immediately following the discovery thereof.
 - (9) If so requested by the Client, the Bank will block the electronic access and may do the same also 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 MultiCash in urgent cases without prior notice or suspend the provision

Part II/ Description

- (1) MultiCash is an electronic banking service that provides the Client with electronic access to the Client's account(s) opened with the Bank ("**Account**").
- (2) Using MultiCash, the Client may submit domestic payments, direct debits and foreign payments, incl. SEPA payments; work with the Account statements; obtain information on the Account balance and FX rates; and receive text messages from the Bank.

Part III/ HW and SW Requirements

- (1) Minimum hardware requirement for the Client: PC with a CD drive and internet connection.
- (2) Minimum software requirements for the Client: Windows operating system – Vista, Win7, Win8, Win10 and higher.

Part IV/ MultiCash Software

- (1) The software application includes:
 - a) MultiCash software installed on the Client's hardware; and
 - b) CD with MultiCash installation software, installation software for individual users and user manuals.

Part V/ Rights and Responsibilities, Security

- (1) Once the Agreement is executed, the Bank undertakes to deliver the MultiCash software to the Client for installation on the Client's hardware meeting the requirements stipulated by the Bank.
- (2) When receiving the MultiCash software, the Client must make sure that the same is not damaged. If the MultiCash

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of certain or all MultiCash 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 VI/ Time Limits

- (1) The Client may submit a payment to the Bank no earlier than 90 days before the payment date.
- (2) Unless the Client 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 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 payments cannot be executed unless the respective payment orders are correctly completed and the funds in the Account are sufficient to cover the transaction at the time the respective payment is being processed. The Client vouches for the correctness of the data provided.
- (5) The Bank notifies the Client as of the executed payments in an Account statement available to the Client in MultiCash (i.e. from the Bank's communication server) one Business Day after the respective payments have been processed and settled by the Bank.
- (6) Once received by the Bank, the payments cannot be revoked. The payments can only be cancelled; however only in very exceptional cases, if so previously agreed with the Bank and if not yet settled.

Part VII/ Domestic and Foreign Payments

Domestic Payments

- (1) If a domestic payment is to be processed as an **urgent** payment, the Urgent Priority checkbox must be ticked.

Foreign Payments

- (1) If a foreign payment is to be processed as an **urgent** pay-

ment, the "10 Telex Payment or SWIFT Urgent" checkbox must be ticked.

- (2) **FX** payments (i.e. intra-bank payments between the Accounts opened with the Bank in different currencies, intra-bank payments between the Accounts opened with the Bank in the same foreign currency, and CZK payments from foreign currency accounts to other domestic banks) must include the Bank's code 6800 in the Credit Account Bank field and the full bank account number and bank code in the Beneficiary's Account field (e.g. 123456789/6800).
- (3) The amount in CZK automatically displayed by the system in a foreign payment order is only informative (the system uses the bid-ask mid-point exchange rate).
- (4) If the above requirements are not met, the payments are not executed and the Client is notified thereof by a text message submitted via MultiCash or by telephone (if applicable).
- (5) The Bank processes the foreign payments at the FX rate effective at the moment the payment order is being processed rather than at the moment the payment order is being submitted to the Bank. Incoming and outgoing payments in excess of CZK 1,250,000 or equivalent thereof and/or in excess of RUB 500,000 (RUB payments) are executed by the Bank at the currently effective interbank FX rate.
- (6) 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. The FX rates displayed in MultiCash are only informative.

Part VIII/ 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) The List of Fees is available at the POS and website at www.sberbank.cz.

Part IX/ Claims Settlement

- (1) 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.
- (2) If a complaint regarding an erroneous transaction filed in accordance with the MultiCash Terms and Conditions is

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unsuccessful and the Client is not satisfied with its resolution, the Client may seek redress from the Financial Arbitrator, Legerova 1581/69, 110 00 Praha 1, 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 X/ Amendments

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

Part XI/ 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 MultiCash Terms and Conditions take effect on 3 January 2018, replacing the wording dated 31 October 2016.

Part XII/ Important Agreements

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