

Všeobecná úverová banka, a.s.

Registered seat: Mlynské nivy 1, 829 90 Bratislava, Slovak Republic
Entered in the Commercial Register of the District Court Bratislava I
Section: Sa, File no.: 341/B
Business identification no.: 31320155
Tax reg. no.: 2020411811
VAT reg. no.: SK2020411811

conducting business in the Czech Republic through its branch

Všeobecná úverová banka, a.s., pobočka Praha

Registered seat: Pobřežní 3, 186 00 Praha 8, Czech Republic
Entered in the Commercial Register of the Municipal Court in Prague
Section: A, File no.: 7735
Company reg. no.: 48550019
Tax reg. no.: CZ48550019
(hereinafter referred to as the "Bank" or "VÚB")

Business Terms and Conditions of VÚB, a.s., pobočka Praha, for InBiz Service Provision

1 GENERAL PROVISIONS

These Business Terms and Conditions of VÚB, a.s., Prague Branch, for InBiz Service Provision (hereinafter referred to as the "Terms and Conditions" or "BT&Cs") govern the relationships between Všeobecná úverová banka, a.s. with registered seat at Mlynské nivy 1, 829 90 Bratislava 25, business identification no.: 31 320 155, entered in the Commercial Register of the District Court Bratislava I, section: Sa, file no.: 341 / B, conducting business in the Czech Republic through its branch Všeobecná úverová banka, a.s., m, with registered seat at Pobřežní 3, 186 00 Praha 8, business identification no.: 485 50 019, entered in the Commercial Register of the Municipal Court in Prague, section: A, file no.: 7735, and the client in connection with the conclusion of the InBiz Service Contract (hereinafter referred to as the "Contract"), the content of which is partly established by a reference to these Terms and Conditions, or in connection with the exercise of the rights and fulfilment of the conditions under the Contract. These Terms and Conditions form an inseparable part of the Contract, unless otherwise stated therein. In the event of a conflict between the Contract provisions and the provisions of the Terms and Conditions, the Contract provisions shall take precedence.

2 TERMS AND DEFINITIONS, INTERPRETATION RULES

2.1 The terms stated in this article with initial capital letters shall have in the Terms and Conditions or in other documents referred to herein, including in the Contract, the meaning stated in this article, unless otherwise established herein or in other documents, including in the Contract.

Administrator

User assigned the InBiz User Role of Administrator.

Administrator Rights

Rights assigned to the User with the InBiz User Role of Administrator or Configurator. The User with Administrator Rights may, through the Portal:

- manage the list of existing Connected Accounts, while being authorised to deactivate or subsequently activate the Connected Accounts, but without being able to add a new account in the list of Connected Accounts;
- determine and change the Scope of Rights for other Users; and
- temporarily block and/or unblock User access to the Portal.

Authentication Element

An authentication element used for Authentication.

Authentication

The process of verifying the identity of the Client or User upon login into the Portal by entering the selected Security Elements.

Authorisation

Consent to carrying out a transaction by means of the InBiz Service on the basis of a pre-verified User right.

Bank or VÚB

Všeobecná úverová banka a.s. with registered seat at Mlynské nivy 1, 829 90 Bratislava 25, business identification no.: 31 320 155, entered in the Commercial Register of the District Court Bratislava I, section: Sa, file no.: 341 / B, conducting business in the Czech Republic by means of its branch Všeobecná úverová banka, a.s., Prague Branch, with registered seat at Pobřežní 3, 186 00 Praha 8, business identification no.: 485 50 019, entered in the Commercial Register of the Municipal Court in Prague, section: A, file no.: 7735.

Banking Day

The working day during which the Bank and/or other providers of the services provided through the Portal carry out activities and which is not a non-working day or a rest day. Furthermore, a banking day is not the day declared by the Bank as non-banking for particularly serious operational reasons.

Security Tool

InBiz OTP Token and InBiz OTC Token.

Security Element or SE

The element used for Authentication and/or Authorisation upon using the InBiz Service. The Security Elements are always assigned to a specific User. InBiz OTP Token Users are assigned the following Security Elements: InBiz Login ID, Password (PIN), and OTP code generated by the InBiz OTP Token. InBiz OTC Token Users are assigned the following Security Elements: InBiz Login ID, Password (PIN), and OTC code generated by the InBiz OTC Token.

Schedule of Charges

A document specifying the charges and fees for the services provided by the Bank, including examples. The Schedule of Charges is available on the Website and at the Points of Sale of the Bank. The Bank has the right to unilaterally modify the Schedule of Charges in line with the time limits established by the applicable legal regulations.

Data Files

All and any files containing information or instructions, the exchange of which between the Client and the Bank is possible through the Portal and/or the FileGate.

Additional Services

Services provided by the Bank beyond the Basic Package on the basis of the Client's Request and as established in the Contract.

The Additional Services include:

- FileGate.

The Bank is entitled to unilaterally modify and/or amend the List of Services included in the Additional Services. The Additional Services are charged in accordance with the Schedule of Charges.

Small Entrepreneur

Any entrepreneur (natural person or legal entity) that has during the respective period of time: (a) a maximum annual turnover or annual balance sheet total of EUR 2,000,000 (two million euros) (or the corresponding amount in Czech crowns); and (b) less than 10 employees.

Enforcement Code

Act No. 120/2001 Coll., on Court Executors and Execution (Enforcement Code), as amended.

FileGate

The service enabling the exchange of Data Files between the Bank and the Client through a separate application installed at the Client's work station. FileGate also enables automatic or manual downloading of Data Files received from the Bank and the sending of Data Files to the Bank. The FileGate is set up on the basis of a separate Client's request.

FileGate Password

Login data delivered to the Administrator and serving for logging in into the FileGate.

FileGate Login ID

Login data delivered to the Administrator and serving for logging in into the FileGate.

FileGate Login Data

Joint term for FileGate Login ID and FileGate Password.

FileGate Formats for Data Reports

The data report formats for FileGate are as follows:

- MT940

Password (PIN)

Security Element assigned to the User, which serves for the identification and Authentication of the User upon logging in into the Portal and for the Authorisation of the transactions carried out through the Portal.

Client

Legal entity or natural person – entrepreneur that concluded a Contract with the Bank.

Identification Number (ID)

The Security Element assigned by the Bank to the Client and stated in the Contract. The Identification Number (ID) serves for identification purposes upon using the InBiz Service.

InBiz

Electronic banking services for corporate clients (legal entities and natural persons – entrepreneurs). It is an on-line application enabling the use of selected services by means of public internet network. Depending on the Client's needs, the Bank provides two versions of the InBiz Service: the VÚB version and the ISP Group version, using separate contractual documentation for each.

InBiz Mobile

Web interface adapted to mobile devices. InBiz Mobile provides a smaller set of InBiz Service functionalities compared to the version for personal computers.

InBiz Login ID or Login ID

Security Element assigned to the User, which serves for the identification and Authentication of the User upon logging in into the Portal.

InBiz OTP Token / InBiz OTC Token

Security Tool – hardware components assigned to the User, which serve for the generation of the OTP/OTC Code for User Authentication and the Authorisation of the transactions carried out by the User through the Portal.

InBiz Connectable Services

Joint term for Basic Package services and Additional Services.

InBiz Profile

User Information on the Portal.

InBiz User Role

Role set by the Client for the User with respect to access to the Portal and the use of the Services – as Administrator, Configurator or Operator.

Configurator

User with the InBiz User Role of Configurator.

Contact Support Centre

Client contact support centre available to the Client and Users at +420 221 865 432.

Limit

The limit for one payment in EUR equivalent up to which authorised Users can carry out payment transactions.

Code of Civil Procedure

Act No. 99/1963 Coll., Code of Civil Procedure, as amended.

Point of Sale

The Bank premises or other administrative spaces which usually serve for carrying out bank transactions and for providing services.

Sending Bank

For the purposes of the InBiz Service, it is the bank or the branch of a foreign bank (including the Bank) which sends the Data Files.

Operating Manual

The rules, instructions and technical requirements for the use of the Service, available on the Portal.

Operator

User with the InBiz User Role of Operator.

OTC Code/OTP Code

Security Element containing a combination of numerical digits, displayed in the InBiz OTC Token or in the InBiz OTP Token window upon each operation leading to its generation.

Signing Rule

The rule establishing the scope and the manner of disposal of funds on Connected Accounts through the Portal. The Signing Rule applies to the Data Files and has the following parameters:

- Connected Account to which the Signing Rule applies;
- Limit in EUR per payment transaction within the Data File. The value of the payment transactions within a Data File must be smaller or equal to the Limit;
- Connected Service – the Signing Rule may be applied solely to the respective Connected Service;
- Disposal method.

The Signing Rules are determined by the Client in Annex A to the Contract separately for each Connected Account. The Signing Rules may not be modified by means of the Portal, not even under Administrator Rights.

Signing Group

The group to which at least one User is assigned and which is necessary for the Data File Authorisation on the Portal.

The assignment of the User to the Signing Group is determined by the Client in Annex B to the Contract. The assignment of the User to a Signing Group may not be modified through the Portal, not even under Administrator Rights.

Signing Weight

The score of 1 to 100 points assigned to the User on the basis of the requested Authorisations determined by the Client in Annex A to the Contract.

Fee Account

Bank account intended for the settlement of the fees and charges for the provision of the InBiz Service.

Portal or InBiz Portal

Internet portal intended for the login into and use of the InBiz Services, available at <https://inbiz.vub.cz> or <https://inbiz.vub.sk>. The portal contains a public and a private section. The public section is available to the public, and the private section is available only to logged-in Users.

Acknowledgement of Receipt of Security Elements

The Acknowledgement of Receipt of Security Elements for the InBiz Service – User of InBiz OTP Token or InBiz OTC Token, by the signing of which the User certifies the receipt of the applicable Security Elements and/or of the Security Tool, and undertakes to act within the scope and in compliance with the given document.

Receiving Bank

For the purposes of the InBiz Service, it is the bank or the branch of a foreign bank (including the Bank) which receives Data Files.

Connected Service

Joint term for Basic Package services and/or Additional Services specified by the Client in Annex A to the Contract.

Connected Account

Account from the list of Connectable Accounts specified by the Client. Through the Portal, the Client may only access Connected Accounts.

Connectable Service

Joint term for Basic Package services and/or Additional Services.

Connectable Account

Current account of the Client or another legal entity or natural person – entrepreneur (on the basis of the power of attorney) kept in the Bank.

Claim

Right related to the liability for defects in services exercised against the Bank within the set time limits.

Complaints Procedure

The rules issued by the Bank, which govern the rights and obligations of the Bank and of the Client in connection with the settlement of the Client's complaints concerning the quality and accuracy of the services provided by the Bank, including payment services under the Act on the Payment System, available at the Point of Sale.

Scope of Rights

The User Rights related to access to the chosen Connected Accounts and Connected Services. The Scope of Rights is defined by the Client in the Request or by the User with Administrator Rights directly through the Portal, for each User separately.

Group or ISP

Intesa Sanpaolo Banking Group.

Group Bank

Any bank belonging to the Group; unless otherwise agreed or the context implies otherwise, the Group Bank is also the Bank.

Services or InBiz Service

Electronic banking service provided by the Bank to the Client under the Contract.

Contract or InBiz Contract

InBiz Service Contract concluded between the Bank and the Client in connection with the use of the InBiz Service.

User

The person authorised to use the InBiz Service on behalf of the Client in line with the assigned InBiz User Role, Signing Group and the Scope of Rights.

GT&Cs or General Terms and Conditions

General Terms and Conditions of VÚB, a.s., Prague Branch.

Website

Comprehensive set of websites, in particular www.vub.cz or www.vub.sk.

Basic Package

Services provided by VÚB to all Clients under a Contract.

The Basic Package includes the following services:

- Payment transactions
 - SEPA, Non-SEPA transfers
 - SEPA debits
 - Domestic payments and debits
- Account balances and movements on accounts:
 - Account balances and movements on current accounts
- InBiz Mobile

The Bank is entitled to unilaterally modify and/or amend the list of services included in the Basic Package.

Act on Banks

Act No. 21/1992 Coll. on Banks, as amended.

GDPR

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and related implementing legislation.

Act on the Payment System

Act No. 284/2009 Coll. on the Payment System, as amended.

Bank Representative

The person authorised to act on behalf of the Bank – e.g. personal banker, desk manager, client relationship manager, etc.

Power of Attorney

Power of Attorney under Article 441 et seq. of Act No. 89/2012 Coll. Civil Code, as amended, for disposing of selected principal's accounts by means of the InBiz Service or the right to dispose of selected accounts under other applicable legal regulations.

Method of Disposal

Determines the combination of the Signing Groups and the number of necessary User Authorisations.

Publishing

The publishing of documents or information at public Point of Sale premises and/or through selected InBiz services and/or on the Website and/or in other appropriate form, by which such document or information becomes effective, unless otherwise stated in such document or otherwise established by such information.

Request

Any request of the Client concerning the InBiz Service, duly signed by the Client (or, if the Client is entered in the Commercial Register of the Czech Republic, in compliance with the manner of acting stated therein). In case the changes made by the Bank on the basis of a Request can also be made by the User through the Portal, the change stated in the Portal shall apply.

- 2.2 Unless there is other purpose pursued by these Terms and Conditions or a document referred to herein, it is deemed that:
- a) any reference to a person includes, unless otherwise stated or indicated herein, a reference to their legal successors, assignees or acquirers of rights and/or liabilities that became the assignees or acquirers of the rights and liabilities in compliance with the Contract;
 - b) any reference to a document or legal regulation means the respective document or legal regulation as amended, including innovations;
 - c) any reference to an article means a reference to the respective article of these Terms and Conditions.
- 2.3 If a term is used directly as a definition in any article of these Terms and Conditions, such term shall have the meaning as defined in that article hereof.

3 SERVICE CONDITIONS

- 3.1 The provision of the Service is based on electronic data exchange between the Client and the Bank through the Portal.
- 3.2 The conditions for the provision of the Service are as follows:
- a) the existence of at least one current account held within the Bank;
 - b) conclusion of the Contract; and
 - c) appointment of at least one User with the InBiz User Role of Administrator.
- 3.3 The Client may conclude the Contract at any Point of Sale of the Bank or at any other place agreed with the Bank. In the event that the Contract is not signed in front of a Bank Representative, the Client's signature on the Contract must be officially verified.
- 3.4 The Client shall use the Service by means of Users appointed by the Client. The Client shall appoint at least one Service User. The Client shall provide the personal data of the Users for the purposes of their identification and registration and for the use of the Service. The Client shall be liable for the accuracy of the Users' personal data provided to the Bank and shall inform the Bank without undue delay of any changes in the Users' personal data.

4 INBIZ SERVICE

4.1 CONNECTED SERVICES

- 4.1.1 The Client may use the Basic Package services and the chosen Additional Services. The Additional Services chosen by the Client as Connected Services are listed in Annex A to the Contract.
- 4.1.2 The Client shall have the right to unilaterally change the chosen Additional Services by modifying Annex A to the Contract. The modified Annex A must be duly filled in by the Client and delivered to the Bank Representative. The Bank shall make the change requested by the Client within five (5) Banking Days from the receipt of a complete Annex A duly signed by the Client. In justified cases (e.g. Annex A is not duly signed or filled in by the Client), the Bank shall have the right to suspend the change under the previous sentence for the necessary period of time, while immediately informing the Client thereof. The modified Annex A shall replace the previous version of Annex A and shall become an inseparable part of the Contract. The Bank shall immediately inform the Client of the change made to Annex A.

4.2 CONNECTED ACCOUNTS

- 4.2.1 The Client may, through the InBiz Service, access the Connected Accounts indicated in Annex A to the Contract. The Client shall have the right to unilaterally change the selected Connected Accounts by modifying Annex A to the Contract. Annex A must be duly signed by the Client and delivered to the Bank Representative. The Bank shall make the change requested by the Client within five (5) Banking Days from the receipt of full Annex A duly signed by the Client. In justified cases (e.g. Annex A is not duly signed or filled in by the Client), the Bank shall have the right to suspend the change under the previous sentence for the necessary period of time, while immediately informing the Client thereof. The modified Annex A shall replace the previous versions of Annex A and shall become an inseparable part of the Contract. The Bank shall immediately inform the Client of the change made to Annex A.

4.3 USE OF THE SERVICE

- 4.3.1 The Client shall use the Service through the Users listed in the Contract.
- 4.3.2 The Client shall define the Signing Rules for each Connected Account separately.
- 4.3.3 The Client shall have the right to unilaterally change the list of Users by modifying Annex B to the Contract. Furthermore, the Client shall have the right to unilaterally change the Signing Rules by modifying Annex A to the Contract. Annex A and/or B must be duly filled in by the Client and delivered to the Bank Representative. The Bank shall make the change requested by the Client within five (5) Banking Days from the receipt of complete Annex A and/or B duly signed by the Client. In justified cases (e.g. Annex A and/or B is not duly signed or filled in by the Client), the Bank shall have the right to suspend the change under the previous sentence for the necessary period of time, while immediately informing the Client thereof. The modified Annex A and/or B shall replace the previous version of Annex A and/or B and shall become an inseparable part of the Contract from the moment of modifying Annex A and/or B by the Bank under the previous sentence. The Bank shall immediately inform the Client of the change made to Annex A and/or B.
- 4.3.4 On the basis of the Method of Disposal determined by the Client in Annex A to the Contract, the Bank shall subsequently determine the type of joint disposal and assign the Signing Weights to each User for the given Connected Account, Connected Service and the Limit as follows:

- The Client chose Authorisation from the same Signing Group. In this case, the permitted Authorisation combinations are "A", "AA", "AAA", "B", "BB", and "BBB". The Bank shall set "simple joint disposal" as the type of joint disposal for the Signing Rule. Depending on the number of the set letters, the Bank shall set the Signing Weights for each User as follows:

- Signing Weight of 100 points for "A" or "B";
- Signing Weight of 50 points for "AA" or "BB"; and
- Signing Weight of 34 points for "AAA" or "BBB".

Each such User shall be assigned to Signing Group "A" for the given Signing Rule on the Portal. The application of the Signing Rule shall be considered successful after the sum of the Signing Weights of the Users under the same Signing Rule reaches at least 100 points.

- The Client has chosen Authorisation from the two different Signing Groups. In this case, the permitted Authorisation combinations are "AB", "AAB", and "ABB". The Bank shall set "combined joint disposal" as the type of joint disposal for the Signing Rule. Depending on the number of letters "A" and "B", the Bank shall set the Signing Weights for each User as follows:

- For "AB" – each User in Signing Group "A" shall have the Signing Weight of 50 points, and each User in Signing Group "B" shall have a Signing Weight of 50 points;
- For "AAB" and "ABB" – each User in Signing Group "A" shall have the Signing Weight of 34 points, and each User in Signing Group "B" shall have a Signing Weight of 34 points.

Each User with the Signing Right for Data Files Authorisation shall be assigned to the same Signing Group under the Signing Rule, as indicated by the Client in Annex A to the Contract. The application of the Signing Rule shall be considered successful after the sum of the Signing Weights of the Users under the same Signing Rule reaches at least 100 points and at least one User from each Signing Group has authorised a Data File.

- 4.3.5 Upon the use of the Service, the Client shall act in compliance with the Contract, the Terms and Conditions and the existing version of the Operating Manual.
- 4.3.6 Upon the use of the Service, the User shall act in compliance with the Terms and Conditions and the existing version of the Operating Manual.
- 4.3.7 The Bank shall have the right to unilaterally change the Operating Manual for technical reasons (e.g. in order to increase the security of the Service, etc.), or due to changes in the provision of Connectable Services, and shall inform the Client of such changes through the Portal or on the Website immediately after making such changes.
- 4.3.8 In the event of a conflict between the provisions of the Operating Manual and the Terms and Conditions, the provisions of the Terms and Conditions shall take precedence.
- 4.3.9 The Client shall ensure at its own expense and under its own responsibility the necessary technical infrastructure (hardware and software) needed for the use of the Service. The Client shall also ensure the necessary protection against programmes and cyber-attacks that may damage the technical infrastructure or the electronic platform or the Bank system.
- 4.3.10 The Client shall be liable for all and any actions performed by the User by means of the Service. The Client shall take all necessary measures to prevent any damage to the Bank in connection with the User's actions (e.g. within the Bank system).

4.4 USERS

- 4.4.1 The Users are entitled to use the Service in compliance with their InBiz User Role, Signing Group and the Scope of Rights to Connected Accounts and Connected Services determined by the Client (or in the case of the Scope of Rights the User with Administrator Rights) separately for each User.
- The User may have one of the following InBiz User Roles:
 - Administrator – there can be only one Administrator. This User also has the InBiz User Role of Operator, unless the Client determines otherwise;
 - Configurator – has Administrator Rights with regard to all Users except for the Administrator. The Configurator also has the InBiz User Role of Operator, unless the Client determines otherwise.
 - Operator – may browse, create, authorise, send and receive Data Files within the Scope of Rights.
- 4.4.2 The Client may change the InBiz User Role and/or the Signing Group of the User by modifying Annex B to the Contract. Annex B must be duly filled in by the Client and delivered to the Bank Representative. The Bank shall make the change requested by the Client within five (5) Banking Days from the receipt of the complete Annex B duly signed by the Client. In justified cases (e.g. Annex B is not duly signed or filled in by the Client, etc.), the Bank shall have the right to suspend the change under the previous sentence for the necessary period of time, while immediately informing the Client thereof. The modified Annex B shall replace the previous version of Annex B and shall become an inseparable part of the Contract. The Bank shall immediately inform the Client of the change made to Annex B.
- The Client may change the Scope of Rights of the User based on a written Request delivered to the Bank or by making the change directly on the Portal through the

Administrator and/or Configurator. The written Request must be duly filled in by the Client and delivered to the Bank Representative. The Bank shall make the requested change within five (5) Banking Days from the receipt of the complete Request duly signed by the Client. In justified cases (e.g. the Request is not duly signed or filled in by the Client, etc.), the Bank shall have the right to suspend the change under the previous sentence for the necessary period of time. The change shall become effective upon its execution by the Bank. The Bank shall immediately inform the Client of the change. The current and valid version of the User's Scope of Rights is always available on the Portal.

- 4.4.3 The Bank shall receive requests for blocking a User either at the Point of Sale of the Bank during its opening hours or through the Contact Service Centre with no time restrictions. The Bank shall receive requests for unblocking a User at the Point of Sale of the Bank during its opening hours.
- 4.4.4 The unblocking of a User may only be requested by the Client.
- 4.4.5 The blocking and unblocking of a blocked User may also be performed by the Administrator on the Portal within his/her Administrator Rights.
- 4.4.6 The user of the FileGate service is the Administrator. All actions taken through the FileGate service shall be considered actions taken by the Client.
- 4.4.7 The FileGate service enables the receipt of Data Files sent by the Bank and send Data Files to the Bank.
- 4.4.8 Data Files may be sent to the Bank in the following manners:
- a) through the InBiz Service with the possibility of adjustments – the Data File is sent from FileGate to the InBiz Service with the possibility of adjustments. The Data File is subject to Authorisation under the Signing Rules set in Annex A to the Contract; or
 - b) through the InBiz Service without the possibility of adjustments – the Data File is sent from FileGate to the InBiz Service without the possibility of adjustments. The Data File is subject to Authorisation under the Signing Rules set in Annex A to the Contract.

4.5 SECURITY ELEMENTS

- 4.5.1 The Security Elements serve for the identification and/or Authentication of the User upon logging in into the Portal and/or for the Authorisation of the transactions performed by the User through the Portal (e.g. sending of Data Files, etc.).
- 4.5.2 The Security Elements are issued for a particular User and are delivered directly to this User. The Security Elements and the Security Tools shall be considered delivered at the moment of their hand-over to the User upon prior identification and, if sent by e-mail, on the day following the day of dispatch, unless earlier/other time of delivery has been proven.
- 4.5.3 The User shall receive the following Security Elements and Security Tools from the Bank:
- InBiz Login ID, delivered to the User as an annex to the Acknowledgement of Receipt of the Security Elements;
 - Password (PIN) delivered to the User's e-mail address stated by the Client in the Request or in the Client's InBiz profile in the case of later changes;
 - InBiz OTC Token/InBiz OTP Token generating the OTC/OTP Code. The InBiz OTC Token/Inbiz OTP Token is served to the User in person.
- 4.5.4 The Client and User may at any time request the blocking or cancellation of the InBiz OTC Token/InBiz OTP Token.
- 4.5.5 The Bank shall have the right to block the Security Elements and/or Security Tools in the event of suspected misuse or unauthorised use of the Security Element and/or Security Tool or for reasons of security of the Security Element and/or Security Tool, including without prior notice. The Bank shall inform the Client of the blocking of the Security Element and/or Security Tool through the Point of Sale, the Contact Support Service or through the Portal.
- 4.5.6 The User shall immediately inform the Bank of any loss, theft, misuse or unauthorised use of the Security Elements and/or Security Tool and request their blocking through the Contact Service Centre or the Point of Sale. The Security Element and/or the Security Tool can also be blocked by the User (for himself/herself or, in the case of the Administrator and/or Configurator, for other Users, as well) through the Portal and in compliance with the procedure described in the Operating manual.
- 4.5.7 The Bank shall receive requests for the blocking of Security Elements and/or Security Tools either at the Point of Sale of the Bank during its opening hours or through the Contact Service Centre without time restrictions. The Bank shall receive requests for the unblocking of Security Elements and/or Security Tools at the Point of Sale of the Bank during its opening hours.
- 4.5.8 By the moment of notifying the Bank about the loss, theft, misuse or unauthorised use of the Security Elements and/or Security Tool under Article 4.5.6, the Client shall cover all the losses and incurred damage. Article 4.5.8 shall not apply if the Client is a Small Entrepreneur. If you are a Small Entrepreneur and breach your obligation to protect the use of the Security Elements and/or the Security Tool under Article 4.5.6, you shall bear the costs incurred from unauthorised payment transaction up to the amount corresponding to one-hundred fifty (150) euros (or equivalent amount in Czech crowns); or if the Client who is a Small Entrepreneur incurs loss due to an unauthorised payment transaction by fraud or wilful breach of its obligations or from gross negligence, such Client shall bear the losses in full extent.
- 4.5.9 From the moment of notifying the Bank about the loss, theft, misuse or unauthorised use of the Security Elements and/or Security Tool under Article 4.5.6, the Client shall not bear the associated financial losses, except for cases where the Client or the User acted fraudulently or the loss, theft, misuse or unauthorised use of the Security Elements and/or Security Tool was due to wilful breach of one or more obligations under Article 7.1 of the Terms and Conditions or failure to fulfil one or more obligations under Article 7.1 of the Terms and Conditions due to gross negligence.

4.6 DATA TRANSFER

- 4.6.1 The Portal enables the transfer of Data Files from the Sending Bank to the Receiving Bank.
- 4.6.2 The User is informed about the result of the Data File transfer by means of the Portal.
- 4.6.3 The Data File transfer from the Portal to the Receiving Bank is usually carried out within two (2) hours from the moment of its sending.
- 4.6.4 The Data File sent to the Receiving Bank shall be considered delivered on the day on which it was sent from the Portal, provided that it was sent at the latest by 12.00 o'clock of the given Banking Day. If the Data File was sent after 12:00 o'clock of the given Banking Day or on the day which is not a Banking Day, the Data File sent to the Receiving Bank shall be considered delivered on the Banking Day following the day of its dispatch from the Portal, unless the Receiving Bank decides that such Data File is considered to be delivered on the day of its receipt by the Receiving Bank.
- 4.6.5 For reviewing the fulfilment of the time limits set out in Articles 4.6.3 and 4.6.4, the local time of the Bank in which the Connected Account stated in the Data File is held shall be decisive.
- 4.6.6 The Data File must comply with the technical requirements specified in the Operating Manual. Unless these requirements are complied with, the Data File shall not be sent.
- 4.6.7 The Bank shall not be liable for the content of the Data File sent by the Client or by the Sending Bank. The Bank shall only ensure the transfer of the Data File received from the Client or from the Sending Bank without checking its content and origin.
- 4.6.8 The Receiving Bank shall not be obliged to carry out any additional check of the origin of the Data File or of the documents contained therein.

4.7 EXECUTION AND CANCELLATION OF DATA FILE INSTRUCTIONS

- 4.7.1 The instructions contained in the Data Files and sent by means of the Service shall be executed by the Sending Bank in compliance with the provisions of the contracts on the account or service to which these refer.
- 4.7.2 The instructions contained in the Data Files must be accurate, complete, clear, and, if so requested, signed in compliance with the applicable Signing Rule; unless these conditions are complied with, the execution of these instructions can be suspended or delayed by the Receiving Bank or by the Sending Bank until receiving the necessary corrections or additional information.
- 4.7.3 All errors and delays in the processing of the instructions contained in the Data Files, sent through the InBiz Service, shall be governed by the provisions of the contracts on the account or service to which the instructions contained in the Data Files relate. The Bank shall not be liable for the processing of the instructions contained in the Data Files, nor for their non-processing, unless it is also a Receiving Bank.

4.8 STORAGE OF DATA FILES

- 4.8.1 The Bank shall store the copies of the Data Files sent or received by the Client using the InBiz Service.
- 4.8.2 The Exchange of Data Files with the Client through the InBiz Service shall be stored and archived in electronic form over a period of ten years.

4.9 COMMUNICATION

- 4.9.1 The Bank shall publish information concerning the state of operation of the Service (e.g. warning about temporary Service outage, etc.) in the respective section of the public section of the Portal.
- 4.9.2 The Bank shall publish information on the use of the InBiz Service by the Client in the private section of the Portal.
- 4.9.3 Communication pursuant to Articles 4.9.1 and 4.9.2 shall be considered equivalent to communication in paper form and shall be deemed delivered to the Client on the day following its Publishing in the respective section of the Portal.
- 4.9.4 The Bank may ensure communication pursuant to Article 4.9.1 in paper form in case this is required by a special legal regulation, to be sent to the last correspondence address stated by the Client in the Request.
- 4.9.5 Any communication sent by the Client to the Bank in paper form must be sent to the address of the Point of Sale of the Bank that ensures communication with the Client.

4.10 SERVICE UNAVAILABILITY

- 4.10.1 The operation of the Service can be at any time temporarily unavailable, if the Bank considers it necessary in order to ensure security or due functioning of the Service. The Bank shall publish the information on the planned unavailability of the service in the public section of the Portal.
- 4.10.2 If the Bank considers it necessary to immediately interrupt the operation of the Service (e.g. for security reasons, etc.), the Bank may interrupt the operation without previous notice.
- 4.10.3 The Service may also be unavailable due to "force majeure". The term "force majeure" means any event which cannot be influenced or avoided by the Bank, such as outages, delays or non-functioning phone, electric or electronic connection, action, decision or regulation by state authorities, limitations arising from legal regulations, strike by Bank employees, etc.
- 4.10.4 The Bank shall have the right to suspend at any time the Data Files transfer for security reasons (e.g. in the case of suspicion of fraudulent action). The Bank shall not be liable to the Client for any damage that incurred or may incur in connection with the suspension of the Data Files transfer.

5 DURATION AND TERMINATION OF THE INBIZ CONTRACT

- 5.1 The Contract may be terminated by mutual agreement between the Bank and the Client, by giving notice of termination pursuant to Article 5.2.1, by withdrawal pursuant to Article 5.2.3 in cases listed in Article 5.2.2 or otherwise as specified in these Terms and Conditions (e.g. pursuant to Article 8.2).

5.2 CONTRACT

- 5.2.1 Each of the Parties (the Bank and the Client) shall have the right to terminate the Contract. The Request for Service Cancellation shall also be deemed termination by the Client. The notice period is one month and commences on the first day of the calendar month following the calendar month in which the written notice was delivered to the other Party, and terminates on the last day of the calendar month following the calendar month in which the written notice was delivered to the other Party. If the Client is a Small Entrepreneur, the notice period is, in the case of a notice given by the Client, one (1) month and commences upon delivery of the notice to the Bank. If the Client is a Small Entrepreneur, the notice period is, in the case of a notice given by the Bank, two (2) months and commences upon delivery of the notice to the Client. This shall not apply if the Client or the User acted in a demonstrably fraudulent manner; in such case, the Bank may withdraw from the Contract pursuant to Article 5.2.3 hereof.
- 5.2.2 If the InBiz Service forms part of a product or service package provided with the Client's current account and the Client requests the cancellation of this current account, including products and services included in the package provided with the current account or the exclusion and cancellation of the InBiz Service included in the product or service package provided with the current account, the InBiz Service Contract shall terminate, as well, on the Banking Day following the cancellation of the Client's current account.
- 5.2.3 The Client shall have the right to withdraw from the Contract in the following cases:
- a) the Bank reasonably suspects the Client or the User to have acted contrary to or circumvented existing legislation or contrary to good manners or principles of fair business;
 - b) the Client or the User repeatedly breached the provisions of the Terms and Conditions, or the Client or the User seriously breached the provisions of the Terms and Conditions or of the Contract;
 - c) there have been changes in the Client's assets which threaten or may threaten the fulfilment of the Client's obligations towards the Bank;
 - d) an enforcement proposal has been filed against the Client under the Enforcement Code or a request for enforcement of a judicial decision has been filed under the Code of Civil Procedure;
 - e) the Client has been declared insolvent;
 - f) the Client does not agree with the change and/or amendment to these Terms and Conditions in the manner pursuant to Article 12.6;
 - g) in the case pursuant to Article 5.2.1 hereof.
- The termination of the Contract shall become effective upon expiry of seven (7) calendar days following the day of sending the notice of termination to the Client.
- 5.2.4 Upon termination of the Contract the following shall also terminate:
- the User Rights established in the Contract;
 - related Power of Attorney, if such was granted.
- 5.2.5 The Client shall immediately inform the Users specified in the Contract of the Contract termination.
- 5.2.6 The notice of termination (irrespective of its grounds, including breach of the Contract by the Bank) shall not affect the Client's obligation to pay any due amounts or monetary debts against the Bank.

6 CLAIMS

- 6.1 The Client may file a complaint regarding the accuracy and quality of the services provided by the Bank by means of a Claim under the Complaints Procedure. In the event of a conflict between these Terms and Conditions and the Complaints Procedure, the provisions of the Complaints Procedure shall take precedence.
- 6.2 The Client is obliged to claim an unauthorized or incorrectly executed payment transaction without undue delay from the date of its identification, but no later than within 6 months from the date of debiting / crediting the funds from / to the account, namely:
- in written form at any Point of Sale; or
 - by phone through the Contact Support Centre.
- 6.3 If the Client fails to comply with the obligation specified in Article 6.2 above within the specified time limit, the Client's right to compensation for damage caused by such a clearing or other payment-related error shall expire.
- 6.4 Any complaints concerning Connected Accounts held in a non-Group Bank or Connected Services provided by a non-Group Bank must be submitted to the Bank or a branch of a foreign bank with which the Client has entered into a Connected Account or Connected Service Agreement.
- 6.5 Any complaints concerning the execution or non-execution of instructions contained in the Data Files must be submitted to the Receiving Bank which received the Data Files.
- 6.6 Complaints regarding Connected Account Statements maintained by the Group Bank or the Connected Service provided by the Group Bank. The Client submits in writing to the relevant Group Bank within the period specified in the relevant Agreement relating to the Connected Account or Connected Service starting on when the Group Bank accepted the claim.

7 SECURITY

- 7.1 In order to prevent fraudulent acquisition and misuse of data which are subject to protection under the Act on Banks and/or GDPR by means of fraudulent e-mails (phishing), phone calls by unauthorised persons trying to raise confidence (vishing) or fraudulent websites (pharming), the Client and the User shall comply with the following rules:
- log in into the Portal solely from trusted equipment, which is protected from viruses, malicious codes and network attacks, and which has regularly updated antivirus and antispyware software;
 - not to log on to the Portal on public computers or public mobile devices (e.g. internet cafe, schools, hotels);
 - do not install InBiz Mobile on iOS and Android devices modified by "jail-break" or "root";
 - check the security (encryption) of mutual communication, address and identity of the Portal website;
 - pay close attention to e-mails and other messages and not to open suspicious or unknown attachments or links contained in unsolicited e-mails or other messages from unknown senders;
 - protect Security Elements and Security tools from misuse, disclosure and theft and prevent third parties from accessing them;
 - use the Security Elements and the Security Tools exclusively in person, not lend or pass them on to others, including those close to you;
 - protect the Security Elements from sighting when entering Security Elements;
 - in the case of a Security Element change, choose a Security Element that is unique enough (i.e. not to use a simple combination of numbers and letters);
 - in case of suspicion of misuse, loss, theft or unauthorized use of the Security Elements and/or the Security Tool or the Service, immediately ask the Bank through the Contact Center or the Business Point to block or deactivate the Service and issue new Security Elements or the Security Tool;
 - if you suspect the loss or theft of a device through which the InBiz Mobile application is used, promptly ask the Bank to deactivate the InBiz Mobile application through the Contact Center or immediately disable the InBiz Mobile application through the Service;
 - immediately suspend the InBiz Mobile application on the device on which it is being used, immediately suspend it through the Services, the InBiz Mobile application or the Contact Center if it is suspected of misuse or unauthorized use of the InBiz Login ID or Password (PIN);
 - install InBiz application only from the official store;
 - check when installing the InBiz Mobile application or whether the Bank is its developer;
 - install applications exclusively from official e-shops for applications on the device where InBiz Mobile is used;
 - when using the Service, observe other security rules announced by the Bank on the Portal or specified in the Operational Manual;
 - not to respond to e-mails and phone calls by which anybody, including persons claiming to be Bank employees, requests from the Client or the User information protected by the Act on Banks and/or GDPR, or information on the Security Elements. The Client or the User shall immediately inform the Bank of any attempts to obtain information protected by the Act on Banks and/or GDPR;
 - not to send and enter information protected by the Act on Banks and/or GDPR on unencrypted and unsecured websites;
 - proceed in accordance with clause 4.5.6 of the Conditions.
- Failure to comply with the above principles will be deemed a failure to fulfill the obligations of the Service User due to gross negligence.
- 7.2 The Client agrees that, for verifying the User's identity, the Bank shall use the Security Elements with the combination set by the Bank for the use of the Service. The Bank shall have the right to request the Client or the User to change the Security Elements for security reasons.
- 7.3 In order to ensure protected access to the Portal, the Bank requires the Users to change their Password (PIN) upon the first login. The Users can change the Password (PIN) at any time.
- 7.4 The Portal is a website secured by a SSL protocol with a valid (trusted) certificate and its internet address is <https://inbiz.vub.cz>. This certificate enables the Users to check directly through the web browser whether they actually visit the Portal. If the web browser does not display the correct address or it displays a warning message about the certificate being untrusted, the Bank does not recommend entering the Security Elements in order to ensure safe and protected access of the Client and User to the Portal. Any such fact must be immediately reported to the Contact Support Centre.
- 7.5 The Bank shall never request from the Client or the User:
- a) information about or the entering of Security Elements and/or information protected under the Act on Banks and/or GDPR except for Authentication and Authorisation upon login and use of the Service;
 - b) active disclosure of information on the Security Elements by phone, except for cases where the Client or the User requested communication with the Bank through the Contact Support Centre.
- 7.6 The request for entering several Security Elements data can be the basis for attacks (phishing, pharming, etc.) against the Client or the User.
- 7.7 The number of consecutive incorrect attempts to enter the Security Elements is limited. Once this limit is reached, the access to the Portal is automatically blocked. The Client may request the unblocking of the access to the Portal or the issue of a new Security Element for a User at any Point of Sale or through the Contact Support Centre, or by means of the Portal in compliance with the Operating Manual.
- 7.8 After a successful login into the Service, the number of unsuccessful attempts to use the Security Element is cleared.
- 7.9 The Client bears a loss relating to all unauthorized payment transactions caused by the use of a lost or stolen Security Element or Security Tool or misuse of the Security Element or Security Tool by an unauthorized person as a result of User negligence in securing the Security Elements or Security Tool upon receipt, up to the moment of notification of the facts according to clause 4.5.6 of the Conditions.
- 7.10 The actions performed by the Bank in connection with the issue and administration of the Security Elements can be charged in accordance with the existing Schedule of Charges.

8 BANK LIABILITY FOR INBIZ SERVICES

- 8.1 The Bank shall not be liable for any damage that incur or may incur to the Client by misuse of the Security Elements and/or Security Tools, if the Client or the User disclose or allow the use of the Security Elements and/or Security Tools by any third party for any reason or if the Security Elements and/or Security Tools have been disclosed to a third party for reasons on the side of the Client or the User. The Bank shall not be liable for any damage incurred (i) by a third party joining an on-going phone connection between the Bank and the Client or the User through the public phone network or (ii) by the presence of a third party upon the login into the Service or upon the Authorisation of the operations through the Service; this shall not affect Article 4.5.8 in case the Client is a Small Entrepreneur. The Bank is not responsible for the processing and execution of payment operations by the Group Bank or another bank, unless it is the Receiving Bank.
- 8.2 The disclosure of information about the Security Elements and/or Security Tools to a third party or any manipulation with such information resulting in its disclosure shall be deemed substantial breach of the Terms and Conditions and make the Bank entitled to withdraw from the Contract.
- 8.3 The Bank shall not be liable for any damage incurred to the Client by failure of the technical equipment of the technical equipment operator or on the grounds of breach of the contractual relationships between the Client and the communication technology operator.
- 8.4 If the communication sent by the Bank to the Client in the agreed manner (by e-mail, fax) is not protected against the breach of its confidentiality, authenticity and integrity by any technical means or encryption, the Bank shall not be liable for any damage that incur or may incur on the Client / User side in this regard.
- 8.5 The Bank shall not be liable for any damage incurred to the Client by any action of the Client or the User contrary to the provisions of the Contract and/or the Terms and Conditions.
- 8.6 The Bank shall be liable to the Client solely for the damage it has caused.

9 CHARGES

- 9.1 The charges for the Service shall be debited by the Bank from the Client's Fee Account indicated in the Contract in accordance with and pursuant to the existing Schedule of Charges.
- 9.2 In the event of an unjustified complaint under the Claims Procedure, the Client shall pay to the Bank a fee in accordance with and pursuant to the Schedule of Charges.

10 COMMON PROVISIONS

10.1 APPLICABLE LAW AND LANGUAGE

- 10.1.1 The Contract and the legal relationships arising thereof shall be governed by the legislation of the Czech Republic.
- 10.1.2 The applicable language for the Contract and other related documents and for communication between the Client and/or the User and the Bank is Czech. If the Contract and/or any related documentation are produced in a language other than Czech, the Czech version shall be used for their legal review and interpretation of the terms.
- 10.1.3 The relationships between the Client and the Bank which are not explicitly regulated in the Contract, in the GT&Cs or in the Terms and Conditions shall be governed by the provisions of the applicable legislation within the scope which does not change the purpose and/or intention expressed in these documents, except for the mandatory provisions of this legislation.

10.2 DELIVERY OF DOCUMENTS

- 10.2.1 The Bank shall deliver all the documents in person, by courier service, by mail or via electronic communication media (fax, e-mail or other electronic medium) to the latest correspondence address indicated by the Client in the Request.
- 10.2.2 For delivery in person, the documents shall be deemed delivered by handing them over to the Client or to an authorised person, which shall be confirmed to the Bank by the Client or by the authorised person in writing.
- 10.2.3 Documents delivered by courier shall be deemed delivered on the third day following their delivery.
- 10.2.4 Documents delivered by mail shall be deemed delivered on the third day after dispatch in the case of domestic delivery and on the seventh day after dispatch in the case of delivery abroad.
- 10.2.5 The document shall also be deemed delivered if the mail dispatched by the Bank returns as undeliverable pursuant to Articles 10.2.2 to 10.2.4, provided that it has been dispatched to the latest correspondence address indicated in the Request.
- 10.2.6 Documents delivered via e-mail or by other electronic means shall be deemed delivered one day after their dispatch, unless an earlier/other date of delivery is proven.
- 10.2.7 The Client shall inform the Bank about the non-delivery of documents of any type, the delivery of which is expected, in particular documents delivered by electronic means; otherwise, the Bank shall not be liable for any damage incurred by such non-delivery.

10.3 PERSONAL DATA PROVISION

- 10.3.1 The Client confirms receipt of the document "Information on processing of personal data" prior to signing the Contract, also confirms the acquaintance with it and acknowledges that the Bank shall process personal data in connection with the Service under conditions stated in this document or in the Client's consent to personal data processing.
- 10.3.2 The Bank hereby reserves the right to process and store data related to the Service (including email communication with the Client or User via automated and non-automated tools such as IP address) to prevent fraud and protect the rights and legitimate interests of the Client and the Bank.
- 10.3.3 The Client and the User agree to the use of cookies on the InBiz website for the Bank's statistical and security needs. If the User does not wish to use cookies on the InBiz website, he / she may disable the use of cookies directly in his / her web browser. Disabling cookies may affect the functionality and comfort of using InBiz.

11 DECLARATION BY THE CLIENT AND THE BANK UNDER THE ACT ON PAYMENT SERVICES

- 11.1 The Client, unless it is a Small Entrepreneur, and the Bank agreed that the following provisions of the Act on the Payment System shall not apply to their mutual relationships under the Contract: Article 77(1) (prohibition of fees for the fulfilment of the information obligation under Section 4, Title I of the Act on the Payment System); Articles 79 to 93 (information obligations), Article 94(2) (information obligations concerning facts which occurred in a manner other than by change of the Contract); Articles 95 to 97 (termination of the framework contract, termination fees); Article 106 (irrevocability of the payment order); Article 116 (liability for unauthorised transactions and limitation of user liability for the loss of the means of payment in the sense that we can request from you the bearing of the losses from such transactions to a larger extent than established by the Act on the Payment System); Articles 117 and 118 (liability for wrongly executed transactions); Article 120(1) (the obligation to prove authorisation and correct execution of the transaction); and Article 121 (time limit for raising claims regarding unauthorised or wrongly executed transactions). This shall not affect the provisions of the GT&Cs, unless they are contrary to this provision.

12 FINAL PROVISIONS

- 12.1 The terms and conditions shall be valid and effective from the day of conclusion of the Contract, during and after termination of the contractual relationship between the Bank and the Client until full settlement of their mutual claims and commitments.
- 12.2 Any disputes, claims or conflicts arising from or in connection with the Contract (including any issues concerning its existence, validity or termination, hereinafter referred to as "disputes") shall be decided by the general courts of the Czech Republic. If the Client is an entrepreneur, it is agreed between the Bank and the Client that the first-instance court competent to resolve the disputes arising from or in connection with the Contract is the court within the district of which the Bank branch is located.
- 12.3 The information provided by the Bank to the Client in accordance and pursuant to the Contract shall be valid throughout the contractual relationship, unless the Bank informs the Client of the changes and/or amendments to such information on information panels located at the Points of Sale, on the Portal, on the Website or by a letter addressed to the Client.
- 12.4 Since 1 May 2004, the Bank has been carrying out its banking activity within the Czech Republic on the basis of the Single European Banking Licence, i.e. on the basis of the banking licence issued by the National Bank of Slovakia as the bank supervision authority in the Bank's state of origin. The supervising authority under Act No. 483/2001 Coll. on Banks and on changes and amendments to some acts, as amended, and under Act No. 21/1992 Coll. on Banks, as amended, is the National Bank of Slovakia, Imricha Karvaša 1, 813 25 Bratislava. The authority supervising the Bank's activities in the field of the provision of payment services within the Czech Republic is the Czech National Bank, Na Příkopě 28, 115 03 Praha 1, company identification no.: 48136450, phone no.: 224 411 111, website: www.cnb.cz.
- 12.5 These Terms and Conditions shall be published at the Points of Sale and on the Website.
- 12.6 The Bank shall have the right to unilaterally change and/or amend these Terms and Conditions at any time for reasons of its business policy, changes to generally binding legal regulations or the financial market situation. The Bank shall inform the Client about any change and/or amendment to the Terms and Conditions by the Publishing thereof at least two months prior to the effect of such changes/amendments. The Client shall have the right to express its disagreement with the change or amendment to these Terms and Conditions by serving a written notice to the Bank in the form of registered mail at the latest by the day preceding the day which is established by the Bank as the date of effect of the Terms and Conditions. In the event of disagreement under the previous sentence, the Client shall have the right to immediately terminate the Contract without any charges. If the Client does not inform the Bank about its disapproval of the change to the Terms and Conditions under the previous sentence, these changes/amendments shall be considered accepted and the changed and/or amended Terms and Conditions shall become an inseparable part of the Contract between the Bank and the Client as of the day of effect of the changed and/or amended Terms and Conditions.

These Terms and Conditions shall enter into effect on October 8th, 2019.

Všeobecná úverová banka, a.s., pobočka Praha