

## **BUSINESS CONDITIONS OF PPF BANKA A.S. FOR HOMEBANKING**

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## 1. INTRODUCTORY PROVISIONS

- 1.1 These Business Conditions of PPF banka a.s. for the Homebanking (hereinafter the “**Conditions**”) set out the basic rules applying to business relations between the Bank and its Clients during the use of the Homebanking Banking Service.
- 1.2 Unless specified otherwise herein, capitalized terms or phrases used in these Conditions have the meaning specified in the General Business Conditions of PPF banka a.s. (hereinafter the “**GBC**”). Such defined terms and phrases apply both to the singular and the plural similarly.
- 1.3 These Conditions have been issued under, and in accordance with, Section 1751 of the Civil Code, the Payments Act, the Banking Act and any associated legal regulations.
- 1.4 These Conditions constitute “Specific Business Conditions” (hereinafter “**SBC**”) issued in accordance and conjunction with the GBC. Any relations between the Bank and the Client not provided for under these Conditions shall be governed by the GBC.

## 2. DEFINITION OF TERMS

- 2.1 **Security Elements** – in accordance with the GBC, these consist primarily of the following: Electronic Signature, HB Username, HB Login Password, Password to Signing Key, Password to Transport Key, Password to Signing Certificate verification, Password to Transport Certificate verification, Signing Certificate, Signing Key, Transport Certificate and Transport Key.
- 2.2 **Batch** – a file in a specific format (generated e.g. by the Client’s accounting system) in a format accepted by the Bank, whose content is a multiple Payment Order.
- 2.3 **Supplier** – a third party that processes or performs a service or services forming part of HB, or which contractually carries out activities for the Bank associated with the operation of HB.
- 2.4 **Electronic Signature** – encrypted data in electronic form which is attached to submitted data and which enables the verification of a User’s identity. It comprises a Signing Certificate and a Signing Key.
- 2.5 **HB (also “Homebanking”)** – an offline system of ELB (operating without a continuous connection with the Bank) allowing a User to communicate with the Bank, to submit Payment Orders and requests to the Bank, and to obtain additional information, including information about the balance on Accounts and any Payment Transactions performed on them.
- 2.6 **Password to Signing Key** – an alphanumeric code which the User enters during the authorisation of Payment Orders and requests made to the Bank and which allows the usage of the Signing Key.
- 2.7 **Password to Transport Key** – an alphanumeric code which allows the Transport Key to be used for receiving messages from the Bank via HB.

- 2.8 **Password for Signing Certificate verification** – an alphanumeric code which the User obtains from the Bank and which the User uses for Signing Certificate verification. Following the successful verification of the Signing Certificate, the User obtains a valid Signing Key for the authorisation of Payment Orders and requests made to the Bank.
- 2.9 **Password for Transport Certificate verification** – an alphanumeric code which the System Administrator obtains from the Bank and which the System Administrator uses for Transport Certificate verification. Following the successful verification of the Transport Certificate, the Client obtains a valid Transport Key for receiving encrypted messages from the Bank.
- 2.10 **Main Client** – the Bank’s client through whom a Client uses HB services in part or in whole. The Client grants a power of attorney to the Main Client and his Users for the purposes and to the extent as may be necessary for the Client to use HB services through the Main Client.
- 2.11 **Limit** – the maximum total amount that may be used in handling Funds in Accounts, specified in the User’s Right. This Limit is always specified in CZK and may be set for a Payment Order (hereinafter also referred to as the “Transaction Limit”), for a certain time period (day, week or month – hereinafter also referred to as the “Time-based Limit”), or in a combined form for a Payment Order and also for a certain time period. A Limit applies in aggregate to all the Accounts specified in the User’s Right, which may be handled by the User via HB.
- 2.12 **User’s Right** – a form specified by the Bank, which meets the requirements for a power of attorney, whereby the Client authorises a User to access HB. The User’s Right also sets out the range of the access rights, in particular, but without limitation, access to Accounts and to Payment and Banking Services, the right to submit Payment Orders and, if applicable, the right to authorise Payment Orders, or to send requests to the Bank.
- In relation to the HB services that the Client uses through the Main Client and/or his Users, the User’s Rights granted by the Main Client are regarded as the User’s Right of the Client.
- In relation to Agreements concluded by February 28, 2011, inclusive, this is the Signing Rule.
- 2.13 **Signing Certificate** – the personal certificate of a User, which – in combination with a Signing Key – forms an Electronic Signature allowing the authorisation of Payment Orders and requests made to the Bank via HB.
- 2.14 **Signing Key** – consisting of a private and a public key; both keys must be generated for the Electronic Signature. The public key is registered at the Bank and the private key is used for the Electronic Signature.
- 2.15 **System Administrator Authorisation** – a document containing authorisation for a natural person to perform the role of System Administrator. The System Administrator Authorisation forms an annex to the Agreement on HB.

- 2.16 **Record** – a record (certificate) of handover issued by the Bank in regard to the installation and testing of the functioning of HB by the Bank.
- 2.17 **System Administrator Guide** – the Bank's set of rules for System Administrators regarding the configuration and administration of HB from the Client's side. The Bank may amend the System Administrator Guide. The System Administrator Guide does not constitute Information within the meaning of the GBC.
- 2.18 **HB Login Password** – the User's password for logging in to HB.
- 2.19 **List of Accounts** – a list of the Accounts which may be viewed or potentially handled via HB.
- 2.20 **Agreement** – an Agreement on Electronic Banking concluded between the Bank and a Client.
- 2.21 **System Administrator** – a natural person authorised by the Client to administer HB from the Client's side, including e.g. system configuration and the administration of Users and their profiles. A System Administrator may also be a User, but this is not a condition for the authorisation of a natural person to perform the role of System Administrator.
- 2.22 **Technical Requirements** – a set of requirements for software and hardware needed for ensuring HB operation on the part of the Client. The Bank shall publish the current wording of Technical Requirements on its Website. Technical Requirements do not constitute Information within the meaning of the GBC.
- 2.23 **Transport Certificate** – a system certificate, which, in conjunction with a Transport Key, allows the receipt of encrypted messages and information from the Bank via HB.
- 2.24 **Transport Key** – a system key stored in a database of the HB application, which is used for the encryption of data transmitted from the Bank to the Client's side of the HB application. One Transport Key is used in common for the whole HB application of a single Client.
- 2.25 **User** – an Authorised Party authorised by a Client to use HB; the extent of the authorisation is specified in the Right for a particular User. In relation to the HB services that the Client uses through the Main Client, every User of the Main Client is regarded as the Client's User.
- 2.26 **User Guide** – the Bank's set of rules for the use of HB. The Bank may amend the User Guide. The User Guide does not constitute Information within the meaning of the GBC.
- 2.27 **HB Username** – a User's login name for HB which is set for the User by the System Administrator in HB.
- 2.28 **Multiple Authorisation** – a system configuration where a selected number of authorisations from (2 or more) Users is required for the use of HB, regardless of the amount of any specified Limit.
- 2.29 **Multilevel Authorisation** – a system configuration where a selected number of authorisations from (1 or more)

Users is required for the use of HB, depending on the amount of a specified Limit.

- 2.30 **Customer Service** – a telephone number or email address used for reporting faults or irregularities in HB and for providing user support to Clients and Users. Customer Service is available on Business Days from 8.00 a.m. to 6.00 p.m.

### 3. GENERAL PROVISIONS

- 3.1 The Bank provides the HB service under an Agreement, or upon the Client's request and its acceptance by the Bank.
- 3.2 If a change of System Administrator is made, the original System Administrator is obliged to set up administrative access to HB for the new System Administrator, and the Client is obliged to notify the Bank of this change.
- 3.3 The Client is to specify the Payment Account from which Fees for the establishment and administration of HB, including its installation, and Fees for other services associated with HB provision are to be debited. If the Client does not specify such Payment Account the Bank will specify it.
- 3.4 Other Fees associated with Payment Transactions and Payment and Banking Services are debited from the particular Accounts via which the respective Payment Transaction was performed or the respective Payment or Banking Service was provided.
- 3.5 Clients have access to HB following its installation. Clients may use HB only for the agreed purpose. Clients use HB via Users.
- 3.6 The Client acknowledges that, within the scope of their respective rights, Users have access to information regarding the balance and the transactions performed on the Accounts which they work with in HB.

### 4. TECHNICAL REQUIREMENTS

- 4.1 The minimum technical requirements for the operation of HB are listed in the Technical Requirements.
- 4.2 The Bank may improve HB from time to time by upgrading the system to a higher version; the Bank is obliged to inform Clients of any such planned upgrade sufficiently in advance of performing the upgrade.
- 4.3 Clients are obliged to ensure that they have HW which is adequate in terms of its functioning and performance and that any other installed SW is compatible with HB for the entire period of validity of the Agreement. In cases where HB is improved and/or upgraded to a higher version, Clients are obliged to ensure that their HW and SW meet the requirements for this change.
- 4.4 By signing the Agreement, or by submitting a request for the provision of the HB service, the Client guarantees that it has adequate HW and SW for HB installation and use to the extent of Technical Requirements.

## 5. SERVICE IMPLEMENTATION

- 5.1 The Bank will provide the HB service to the Client only if the Client holds at least one Payment Account with the Bank.
- 5.2 The Bank will provide the Client with HB for its use on the basis of a concluded Agreement or on the basis of accepting a request for the provision of the service by the Bank, authorisations of Authorised Parties and the System Administrator, specification of the Accounts that will be connected to HB, and agreement on the specific conditions of the service.
- 5.3 If the Client closes the Payment Account specified for the debiting of the Fee for the establishment and administration of HB and for other services related to HB provision, the Client is obliged to specify a new Payment Account for this purpose; otherwise, the procedure will be *mutatis mutandi* under the second sentence of Article 3.3 hereof.
- 5.4 The Client agrees to use the HB software exclusively for its own needs, to protect it against unauthorised use, copying or distribution. The Client does not have the right to modify the HB software in any way, to decompile or reverse engineer it, or to transfer it to any third party, to lease it or otherwise to make it available to third parties.
- 5.5 The Client acknowledges that the HB software is not transferred into the Client's ownership.
- 5.6 The Bank offers the Client the option to have an authorised employee of the Bank install HB on the Client's system. If the Client decides to perform the installation without the Bank's assistance, the Bank is obliged to provide the Client with appropriate documentation and support for the installation process; however, the Bank bears no liability for the correct installation and verification of the functioning of HB.
- 5.7 In the event that the installation of HB is performed by the Bank's employee, this employee will also verify its functioning and train the Users, all of which will be carried out within the period agreed with the Client after signing the Agreement on HB.
- 5.8 The System Administrator will be provided with a Password for Transport Certificate verification in the agreed manner in a secure envelope.
- 5.9 A Record will be made of the installation performed by the Bank, which shall constitute proof of the handover and acceptance of HB. If the Client performs the installation of HB without the Bank's assistance, the Agreement shall constitute proof of the handover and acceptance of HB.

## 6. SECURITY

- 6.1 HB is secured against abuse using Security Elements.
- 6.2 To ensure secure access to HB the Bank primarily uses a public key infrastructure (PKI). This ensures that all security needs are met by means of asymmetric encryption, Signing Certificate-based User authentication and the use of an Electronic Signature as a means for

- non-repudiation and data integrity. To ensure secure access to HB the Bank may also collect and evaluate information relating to Users' access to HB. Actions for which authorisation is given by an authorised User are binding for the Client. The Bank may make the performance of authorisation subject to additional Security Elements.
- 6.3 Data is automatically encrypted during transfer between the Client and the Bank.
  - 6.4 Users will be provided with a Password for Signing Certificate verification in the agreed manner in a secure envelope upon the provision of the service.
  - 6.5 The Signing Certificate is valid for one year. Before or after their Signing Certificate expires, Users must submit a request for the generation of a new Signing Certificate. If Users do not request the generation of a new Signing Certificate they will not be able to perform authorisation of Payment Orders and requests made to the Bank.
  - 6.6 The Transport Certificate is valid for one year. Before or after the Transport Certificate expires, the System Administrator must submit a request for the generation of a new Transport Certificate. If the System Administrator does not request the generation of a new Transport Certificate it will not be possible to receive encrypted messages and information from the Bank via HB.
  - 6.7 The HB Login Password is set by Users themselves when they log into HB for the first time. HB Login Passwords have a validity period of one year; however, the System Administrator may configure a different validity period in HB. Users may change their HB Login Passwords at any time.
  - 6.8 Passwords to Signing Keys are set by Users themselves when generating Signing Keys. Each Password to a Signing Key is fixed for the given Signing Key, and Users cannot change it during the validity of the Signing Key. If a User forgets the Password to a Signing Key or wishes to change it for security reasons, the User must generate a new Signing Key and request the generation of a new Signing Certificate.
  - 6.9 Passwords to Transport Keys are set by the System Administrator when generating Transport Keys. Each Password to a Transport Key is fixed for the given Transport Key, and is stored in the HB database in encrypted form.
  - 6.10 Clients, System Administrators and Users using HB are obliged, in particular:
    - to use HB software solely for electronic communication with the Bank, and in accordance with the Agreement on HB and the instructions specified in the User Guide and the System Administrator Guide,
    - to protect all Security Elements against abuse, loss, unauthorised disclosure and theft.
  - 6.11 Clients are also obliged to protect their own computer technology system and its components against abuse.

6.12 Clients are responsible for duly securing the HB system against unauthorised access. Clients shall take measures to prevent the abuse of the HB system by third parties.

## 7. PAYMENT AND BANKING SERVICES PROVIDED VIA HB AND OTHER HB FUNCTIONS

7.1 The main Payment and Banking Services available to Users via HB are as follows:

- enter selected Payment Orders,
- view balances on Accounts and the history of transactions performed on them, if any,
- access Account statements,
- access information relating to payment cards (hereinafter "Cards") issued for Payment Accounts to which the Client has access via HB,
- access other data and information available via HB, and send Authorised requests and messages to the Bank,

potentially make use of other available functions of HB.

7.2 The conditions applying to the particular Payment and Banking Services provided via HB are defined in the GBC or respective SBCs.

7.3 The Bank may change the scope of Payment and Banking Services provided via HB and the scope of HB functions at any time. The Bank shall inform the Client thereof.

7.4 If the Client requests the express performance of a Payment Order in CZK to credit an account held with another domestic Provider, the Client shall use a special type of Payment Order for submitting the order.

7.5 For Payment Orders manually entered into HB the Maturity Date is required information.

The individual items in one bulk Payment Order imported into HB in a Batch can have different Maturity Dates and they payments can be performed from different Accounts connected to HB. If such a bulk Payment Order contains items where the Maturity Date stated has already passed or no Maturity Date is stated, these items will automatically be assigned the earliest possible Maturity Date in accordance with the GBC.

7.6 Payment Orders must be authorised at the latest as of their Maturity Date and within the time period for the submission of Payment Orders stated in the GBC. If the authorisation of Payment Orders is performed after this time period has expired, authorisation will either be refused by HB or the further processing of the Payment Orders will be refused after authorisation.

7.7 Clients, System Administrators and Users may contact HB Customer Service in the event of any problems with HB functions, with the authorisation of Payment Orders and requests made to the Bank or other problems associated with HB.

## 8. HANDLING OF FUNDS

8.1 Clients are responsible for ensuring that the Funds on Accounts are handled via HB only by the Users.

8.2 Clients are obliged to inform the Bank of any changes in regard to Users, and to request a change of the HB service. Clients are liable for any loss or damage incurred due to the breach of this obligation.

## 9. THE SCOPE OF USERS' RIGHTS

9.1 In a User's Right, the Client can set up a Right to authorise.

System Administrators may grant access to HB even to natural persons other than Users. However, such persons will not be able to authorise Payment Orders and requests made to the Bank, and may access only the information to which the System Administrator gives them access rights (e.g. the right to view balances on Accounts and the history of Payment Transactions performed on them, if any, to access Payment Account statements, to access information relating to Cards issued for Payment Accounts to which the Client has access via HB etc.).

9.2 Users may be granted Rights to authorise with the following scopes:

- **INDEPENDENTLY WITHOUT LIMIT** – a User performs the authorisation of Payment Orders independently without limitations.
- **INDEPENDENTLY UP TO A SPECIFIED LIMIT** – a User performs the authorisation of Payment Orders independently up to the amount of a specified Limit. If Payment Orders exceed the specified Limit, Users with this Right may only enter them into HB. Authorisation must be performed by a User holding a Right with a higher Limit.
- **INDEPENDENTLY UP TO A SPECIFIED LIMIT, BEYOND THE LIMIT JOINTLY WITH ANOTHER USER** – a User performs the authorisation of Payment Orders up to a specified Limit. Payment Orders exceeding the specified Limit must be authorised jointly with another User.
- **JOINTLY WITH ANOTHER USER UP TO A SPECIFIED LIMIT** – a User performs the authorisation of Payment Orders up to a specified Limit, and always jointly with another User.
- **JOINTLY WITH ANOTHER USER WITHOUT LIMIT** – a User always performs the authorisation of Payment Orders jointly with another User.

A Right to authorise with a different scope may also be set up following prior agreement with the Bank.

9.3 In a Right to authorise, a Client may specify the following Limits for handling Funds on an Account:

- a Transaction Limit separately,
- a Time-based Limit separately,

- a Transaction Limit together with a Time-based Limit.
- 9.4 A Transaction Limit specifies the maximum possible amount of one Payment Order for which authorisation may be performed. Authorisation may be performed for an unlimited number of Payment Orders whose amounts do not exceed the Transaction Limit.
- 9.5 A Time-based Limit specifies the maximum possible aggregate value of Payment Orders for which authorisation may be performed in a designated time period. Authorisation may be performed for an unlimited number of Payment Orders provided that the aggregate amount of all such authorised Payment Orders does not exceed the Time-based Limit. A Time-based Limit may be set for one Business Day, one calendar week or one calendar month. The Time-based Limit is reduced upon the authorisation of a Payment Order, and is then reset:
- a. at 00:00:01 a.m. each new Business Day, if the Time-based Limit is set for one Business Day. Payment Orders authorised outside of Business Days are deducted from the Time-based Limit of the next subsequent Business Day;
  - b. at 00:00:01 a.m. each Monday, if the Time-based Limit is set for a calendar week;
  - c. at 00:00:01 a.m. on the first day of each calendar month, if the Time-based Limit is set for a calendar month.
- An exception is the cancellation of Payment Orders where the amount of the Payment Order being cancelled is not checked against the Time-based Limit.
- 9.6 If both a Transaction and a Time-based Limit have been set, both of these Limits must be adhered to at the same time, i.e. authorisation may be performed for a Payment Order whose amount does not exceed the set Transaction Limit and at the same time does not exceed the Time-based Limit. Therefore, if a Payment Order is within the Transaction Limit but the sum total of all Payment Orders for which authorisation has been performed to date exceeds the Time-based Limit, authorisation may not be performed for such Payment Order.
- 9.7 In the case of Intrabank Orders in Foreign Currency and Foreign Orders, the Limit works with the relevant counter-value of the foreign currency in CZK at the time of performing authorisation, where the conversion is carried out using the current Exchange Rate according to the rules specified in the GBC.
- 9.8 Payment Orders with a future Maturity Date are deducted from the respective Limits at the time of their authorisation.
- 9.9 Clients may arrange for Multiple or Multilevel Authorisation. Multilevel Authorisation may be arranged if the Client has also arranged Multiple Authorisation.
- 9.10 If Multiple/Multilevel Authorisation is arranged, User authorisation by various Users by the method specified in the User's Right must be arranged for actions performed in HB.

- 9.11 Users always perform the authorisation of requests, messages and other communications sent to the Bank independently.
- 9.12 The Client may give a User or some other person with access rights to HB (see Article 9.1) the following levels of access to information relating to Cards issued on Payment Accounts connected to the Client's HB:
- the User or other person will have no access to any information relating to Cards,
  - the User or other person will have access to information relating to all of the Cards issued on all of the Payment Accounts to which the User or other person has access via HB.

## 10. DATA TRANSMISSION

- 10.1 Users may use HB twenty-four hours a day, seven days a week. In justified cases, the Bank may interrupt HB service provision, including the acceptance of Payment Orders. The Bank shall notify the Client of any scheduled HB service downtime via HB. In the event of technical faults on the part of the Bank or any third party, the Bank may interrupt HB provision without prior notice.
- 10.2 Access to HB is enabled:
- after entering a HB Username and a HB Login Password, or
  - after entering a HB Username, loading a Signing Key and entering a Password to Signing Key, or
  - via a User system name.
- 10.3 The method for access to HB is set by the System Administrator in the HB application. All of the three methods above may be enabled.
- 10.4 The only means by which a User may approve the performance of a Payment Order or a request made to the Bank is its authorisation using an Electronic Signature.
- 10.5 The Bank accepts responsibility only for data received and confirmed by the Bank. The Bank is not liable for any damage incurred due to the incorrect or duplicated entry of data (Payment Orders or requests) via HB.
- 10.6 The Bank reserves the right to change the manner of submitting data, if required for the secure operation of HB or for other serious reasons.
- ## 11. STATEMENTS AND COMPLAINTS PROCEDURE
- 11.1 Clients are informed of Payment Transactions performed via HB in Account statements.
- 11.2 Clients and/or Users are also informed via HB of all currently performed Payment Transactions and of the balance of the Funds on the Account.
- 11.3 The history of Payment Transactions is continuously available in the HB database.

11.4 Clients may submit complaints relating to HB via HB itself, via HB Customer Service or at a Place of Business of the Bank.

11.5 The Client consents to the recording of all telephone calls made by the Client, the System Administrator or a User to HB Customer Service, and agrees that the Bank may use such recordings as reference material in any complaints procedure.

11.6 Complaints may be submitted on behalf of a Client by its System Administrator or any of the Users.

11.7 Complaints are settled in accordance with these Conditions, the GBC and the Bank's Complaints Code.

## 12. LOSS, ABUSE, FAULTS AND BLOCKING OF HB

12.1 Clients and Users are obliged to inform the Bank immediately if there is any suspicion of:

- the unauthorised disclosure of Security Elements,
- the potential abuse of HB by a third party,
- a program error and/or an error or abuse relating to the transmission or reception of data.

12.2 Clients and Users are also obliged, as soon as they discover any such occurrence:

- to report the loss or theft of HB service or SW/HW enabling its use,
- to report any unauthorised Payment Transaction for which they did not submit an order,
- to request, where applicable, the blocking of HB for security purposes.

Such reports may be made in writing, in person at a Place of Business of the Bank, or via HB Customer Service. Where a report is made via HB Customer Service, the reporting person must provide their contact details, via which the Bank will verify the information provided. The Bank may refuse to perform the requested action if it is not possible to verify the information provided.

12.3 Following the making of a report as described above the Bank may block the use of HB. Clients agree to cooperate effectively with the Bank during the performance of corrective measures proposed by the Bank.

12.4 Clients may request the Bank to provide written confirmation that the loss/theft/abuse of Security Elements was reported to the Bank; however, Clients must do so within 18 months of making a report according to Articles 12.1 and 12.2.

12.5 The Bank shall have the right to block the use of HB only for the following reasons:

- HB security, in particular in cases of suspicion of unauthorised or fraudulent use of HB,
- any significant increase in the risk that the Client will not be able to repay a loan than can be drawn through HB,

- in the cases specified by applicable legal regulations.

Once the reasons for blocking HB cease to exist, the Bank shall unblock HB.

12.6 Prior to blocking HB or, if this is not possible, immediately thereafter, the Bank shall inform the Client of this restriction and the reason for it. This obligation shall not apply in the case that the provision of such information can frustrate the purpose of HB restriction or where this is contrary to legal regulations.

12.7 In the event that Clients find that access to HB has been blocked, they are obliged to take all necessary steps to unblock or restore their access without undue delay, in order to have access to Information that the Bank Provides and/or Discloses to them in accordance with the Payments Act.

## 13. LIABILITY

13.1 The liability of Clients and of the Bank is provided for in the GBC, these Conditions and the Agreement.

13.2 The Bank is not liable:

- for cases where HB cannot be used for reasons beyond the control of the Bank or its partners (interruption of the power supply, interruption of the connection with the Bank, strikes etc.) including any damage incurred as a result of such cases,
- for damage incurred by a Client due to a breach of the Client's obligations set out in these Conditions,
- for damage incurred due to incorrect authorisation or any failure to perform a Payment Order for reasons on the part of a Client or on the part of a payment Beneficiary.

13.3 The electronic communications networks (public telephone lines, mobile networks, email and fax) used for communication between the Bank and Clients according to these Conditions are not under the direct control of the Bank, and the Bank is therefore not liable for any damage incurred by Clients due to their potential abuse. The protection of such networks and the confidentiality of messages sent via them must be ensured by the providers of the respective electronic communications services pursuant to legislation including, without limitation to, Act No. 127/2005, on Electronic Communications, as amended.

13.4 The Bank is liable for the functioning of HB, subject to compliance with the Agreement, the Security Principles, the System Administrator Guide, the User Guide and any other instructions of the Bank.

13.5 If any malfunctioning of HB for reasons on the part of the Bank is discovered outside of the Bank's Business Hours, the Bank will commence work to rectify such malfunctioning on the next subsequent Business Day immediately after the beginning of the Bank's Business Hours.

- 13.6 Any and all information regarding the HB system and Payment and Banking Services provided via HB and their use is confidential, and Clients may not use such information in a manner contrary to the purpose for which it was provided to them.
- 13.7 The Client is also liable for any inexpert or unauthorised handling of the HB system, incorrectly entered data and technical faults on the part of the Client.
- 13.8 The Client is liable to the Bank for damage incurred by the Bank due to any breach of the Client's obligations under the Agreement, these Conditions or the GBC, or as a result of any incorrect use of HB.

#### **14. TERMINATION OF CONTRACTUAL RELATIONSHIP**

- 14.1 The Agreement is discharged in cases specified in the GBC and also on the day of closing the Client's last Payment Account connected to HB.

- 14.2 In the event of the termination of the Agreement, access to the Client's Accounts via HB will automatically be cancelled for the Client, all of the Client's Users and the Client's System Administrator.

- 14.3 The Client's access to the HB services that the Client uses through the Main Client will be terminated as of the day of the termination of HB service provision to the Main Client.

#### **15. FINAL PROVISIONS**

- 15.1 These Conditions come into force on January 1, 2017 and effect on March 1, 2017, as of which date they shall supersede the existing Business Conditions of PPF banka a.s. for Homebanking effective from July 1, 2015.