

**GENERAL BUSINESS CONDITIONS OF PPF banka a.s. FOR THE
USAGE OF HOMEBANKING SERVICES****INTRODUCTORY PROVISIONS**

1. The Bank's General Business Conditions for the Usage of Homebanking Services (hereinafter the "Conditions") stipulate the basic rules which are applied to business relations between the Bank and its Clients during the installation and subsequent use of the Homebanking Service (Gemini 5) for current accounts.
2. Where terms or phrases starting with an uppercase letter are used in these Conditions, they shall have the meaning stipulated in the article Definition of Terms in the GBC and/or Definition of Terms hereof, or the meaning specified in the individual provisions hereof. These defined terms and phrases shall be used analogically in single and plural form.
3. The Conditions are issued based on and in accordance with the provisions of Section 273, Commercial Code, the Act on Payment Systems, the Act on Banks and other potential related legal regulations.
4. These Conditions are Specific Business Conditions (hereinafter "SBC") issued in accordance with and following up on the GBC.
5. These Conditions are an integral part of the Contract on HB concluded between the Client and the Bank, provided that the Contract on HB refers to them. If the Contract on HB contains provisions which differ from these Conditions, the provisions of the Contract on HB shall take precedence. If these Conditions contain provisions which differ from the provisions of the GBC, these shall take precedence over the provisions of the GBC.

DEFINITION OF TERMS

1. **Bank** – PPF banka a.s., registered office in Prague 6, Evropská 2690/17, 160 41, ID Number: 47116129, recorded in the Commercial Register administered by the Municipal Court in Prague, Section B, File 1834.
2. **CA** – a current account which is connected to HB.
3. **Electronic Signature** – encrypted information in electronic form, which is attached to submitted data and which permits verification of the undersigned Authorised Person's identity.
4. **Password for Certificate Verification** – an access code delivered to the hands of the Authorised Person for registration of the certification authority, and which is used to verify the certificate; after successful verification of the certificate, the Authorised Person obtains a valid key to sign data reports.
5. **HB – (also Homebanking, or electronic Payment Facility)** – an electronic Payment Facility of the Bank, through which the Authorised Person is enabled to communicate with the Bank, submit Payment Orders, obtain additional information including information

about the balance on the CA and payment transactions performed on it.

6. **Hotline** – help line, which serves to report failures and discrepancies in HB, available every Business Day from 8:00 a.m. to 5:00 p.m. at the telephone numbers 224175995 or 602110185.
7. **Cryptographic Key** – consists of a private and public key; both keys must be generated for the Electronic Signature of data reports; the public key is registered at the Bank, while the private key serves for the Electronic Signature of data reports.
8. **Authorised Person** – a natural person authorised by the Client with Signature Authorisation to actively use HB, i.e. in particular to dispose of the Monetary Funds on the CA. The Authorised Person has a Cryptographic Key at his disposal.
9. **Signature Rule** – a rule that authorises the holder of a Cryptographic Key to sign data reports. Defines the CA, limit amount, types of Payment Orders and manner of signing; this Signing Rule is an annex to the Agreement on HB.
10. **Signature Authorisation** – a list of Authorised Persons authorised to register the HB certification authority; this Authorisation forms an annex to the Agreement on HB.
11. **System Administration Authorisation** – authorisation of a person to the role of system administrator; this Authorisation forms an annex to the Agreement on HB.
12. **Protocol** – Bank's handover protocol on installation and testing of HB functionality by the Bank.
13. **Access Rights** – for the purposes of these Conditions, these rights refer in particular to the System Administrator's access right, the password for certificate verification, the Cryptographic Key or private key, the password to this key.
14. **List of Accounts** – contains a review of CA which may be disposed of via HB; this List of Accounts forms an annex to the Agreement on HB.
15. **Agreement on CA** – Agreement on a Current Account concluded between the Bank and the Client.
16. **Agreement on HB** – Agreement on use of electronic data transfer services via the homebanking product, concluded between the Bank and the Client.
17. **System Administrator** – a person authorised by the Client to accept HB installation and administer the client side of HB, which includes e.g. system configuration, administration of Users and right profiles, generation of keys.
18. **User** – the System Administrator and/or Authorised Person, to whom the Client has enabled to access the Client's CA via the HB service.

19. **User Guide** – a set of instructions from the Bank for the usage of HB in printed or electronic form, which is provided to the Client during HB installation and the acceptance of which by the Client and Bank is signed in the Protocol.
20. **Request** – The Bank's Request for the Provision of Homebanking Service form.

GENERAL PROVISIONS

1. **HB** is implemented as an electronic Payment Facility for the CA at the Client's request and after conclusion of an Agreement on HB between the Client and the Bank. The legal relations related to the HB service are governed by the legal code of the Czech Republic.
2. The Client has no legal claim to the provision of HB service. The Bank is authorised to reject the Client's request. In these cases, the Bank shall always inform the Client immediately in writing or by telephone; the Bank is not obliged to disclose the reasons for rejection.
3. The Client and User are obliged to become familiar with the Agreement on HB, the Conditions, the User Guide and GBC and undertake to adhere to them. The Client always bears full liability for violation of the Conditions by the Users.
4. Remunerations and fees for tasks related to the installation and usage of HB are charged by the Bank in the amount according to the Bank's Pricelist valid on the day of charging the fee, regardless of whether the transfer sum is covered by the available Monetary Funds on the CA.
5. The Bank is authorised to interrupt or limit the usage of HB for the period required for system maintenance.

I. TECHNICAL REQUIREMENTS

1. Software (SW)
 - Microsoft Windows 98
 - Microsoft Windows ME
 - Microsoft Windows NT 4.0 (Workstation) Service Pack 5 or higher
 - Microsoft Windows 2000
 - Microsoft Windows XP
 - MS Internet Explorer 5.5 or higher
2. Hardware (HW)

IBM PC compatible computer – recommended configuration:

 - Pentium/133 MHz / min. Pentium 66 MHz,
 - 32 MB operation memory / min. 16 MB RAM
 - hard disc (after installation, min. 25 MB required) recommended 150 MB
 - optional: network adapter for LAN connection
 - 30 to several hundred MB available capacity on the disk for the database (depending on the scope of processed data).
3. The Bank is authorised to perfect HB by means of upgrades to a higher version; the Bank is obliged to inform the Client of planned upgrades sufficiently in advance, at least 30 calendar days before upgrading to the higher version.

4. The Client is obliged to ensure adequate HW in functional and performance terms, and the compatibility of other installed SW with HB throughout the validity of the Agreement on HB, whereas in the event of improvement and/or upgrade to a higher HB version, the Client is obliged to ensure the appropriate technical equipment.
5. By signing the Agreement on HB, the Client guarantees its technical readiness for HB installation.

II. SERVICE IMPLEMENTATION

1. HB is installed by the Bank and handed over to the Client's usage based on the signing of the Agreement on HB and after handover of the respective annexes to the Agreement on HB, duly completed and signed by the Client and Users.
2. Throughout the term of use, HB remains the property of the Bank or license provider. The Client is not authorised to distribute HB further.
3. HB will be installed for the Client by the Bank's authorised employee. The Client is authorised to perform installation without the Bank's participation upon prior agreement with the Bank. In this case, the Bank bears no liability for correct installation and verification of HB functionality.
4. A Protocol will be compiled regarding installation, which shall be considered a document on handover and acceptance of HB.
5. The Bank will ensure the installation of HB, verification of its function including the training of Users, all within 14 Business Days from conclusion of the Agreement on HB. For serious reasons, the Bank is authorised to extend this deadline, whereas it must inform the Client in advance of this extension. If installation is performed by the Client without the Bank's participation, the Bank is obliged to provide the Client with the appropriate references by the aforementioned deadline.
6. System Administration Access Rights are provided to the System Administrator during installation.

II. SECURITY

1. HB is secured against misuse by means of user identification, access passwords and certificates. During transfer between the Client and the Bank, data will be automatically encrypted.
2. During installation, the Client or Authorised Person according to the Agreement on HB will be given a sealed envelope with the Password for verification of the certificate; otherwise this password will be delivered by means of registered mail to the Beneficiary's own hands, particularly in the event that installation is not performed by the Bank, or in the case of any changes in the Signature Authorisation.
3. The Client and User using HB are obliged in particular:
 - to use the HB programme equipment exclusively for electronic communication with the Bank, according to the Agreement on HB and the instructions stipulated in the User Guide;
 - to protect all Access Rights against misuse;

- to change the passwords provided by the Bank, where possible.
4. The Client is liable for due securing of HB against unauthorised intervention.

III. DISPOSITION OF MONETARY FUNDS

1. The Client is liable for ensuring that the Monetary Funds on the CA will be disposed of via HB only by the Authorised Persons listed in the Signature Authorisation, in the manner defined in the Signature Rule.
2. The Client is obliged to inform the Bank of any changes concerning the Users and request a change in the annexes to the Agreement on HB in which the changes occurred. The changes thus performed are effective on the following Business Day after submission of the duly signed annexes to the Bank, unless agreed otherwise between the Bank and Client.
3. By signing the Agreement on HB, the Client declares that the Monetary Funds on the CA to which HB is implemented are its property and that they are not Monetary Funds subject to the Act on Measures Against the Legalisation of Revenues.

IV. SUBMISSION OF DATA

1. Clients can use HB 24 (twenty-four) hours a day.
2. The conditions and deadlines for submitting Payment Orders to the Bank, their processing, recalling of Payment Orders or rejection of a Payment Order by the Bank are defined in the GBC.
3. The only means of approval by the Authorised Person (Payer) to perform a Payment Transaction, respectively its authorisation, is the Electronic Signature.
4. The Bank is authorised to permit express payments via HB under the conditions stipulated by the Bank.
5. The Bank is liable only for received and confirmed data.
6. The Bank reserves the right to change the means of submitting data, if required by HB operation security.

V. STATEMENTS AND COMPLAINTS

1. The Client is informed about Payment transactions via HB in a statement from the CA delivered by the means arranged in the Agreement.
2. The Client and/or Authorised Person is also informed through HB about currently performed Payment Transaction and the balance of Monetary Funds on the BA in a daily account statement in HB.
3. In the meaning of the Act on Banks, the Bank preserves for a sufficient period internal records enabling the tracing of Payment Transactions and correction of errors. The Client and Authorised Persons are obliged periodically to check Payment Transactions performed in HB, among other things in order to enable the timely application of complaints.
4. If the Client and/or Authorised Person find any discrepancies in accounting or an unauthorised Payment Transaction, they are obliged to report this to the Bank without undue delay.

5. Complaints are solved according to the GBC and the Bank's Complaints Rules.

VI. LOSS, ABUSE, BREAKDOWNS AND BLOCKING OF HB

1. The Client and Users are obliged to inform the Bank immediately if there is any suspicion of the disclosure of Access Rights or the possibility of abuse of HB by a third party.
2. The Client and User are also obliged to report immediately after discovery
 - any loss or theft of the electronic Payment Facility or facilities that enable its use
 - any unauthorised Payment Transaction to which they did not give an order
 - potentially request the blocking of HB for security reasons.

The respective tasks may be performed in writing, via the Hotline or in electronic form to the e-mail address homebanking@ppfbanka.cz, provided the Authorised Person indicates return contact information to which the Bank will perform verification of the sent data. If the sent data cannot be verified, the Bank will not perform the requested task. At latest within three Business Days, the electronically performed task must be confirmed in writing. The Client bears full liability for damages arising from the incorrect usage of HB.

3. The Client is authorised to ask the Bank for written confirmation that the loss/theft/abuse of Access Rights was reported to the Bank; it may do so maximally within 18 months after reporting according to paragraph 1 of this Chapter of the Conditions.
4. The Client agrees that the Bank reserves the right to block the use of HB in the following cases:
 - suspicion or attempt to abuse HB
 - breach of the Agreement on HB and/or Conditions by the Client
 - repeated defects in operation caused by technical faults in equipment on the part of the Client.
5. The Bank will inform the Client immediately via telephone or in writing about blocking HB.

VII. LIABILITY

1. The responsibilities of the Client and Bank are defined in the GBC.
2. The Client also bears liability for inexpert or unauthorised intervention in HB, incorrectly entered data and technical flaws on the part of the Client.
3. After expiry of the Agreement on HB, the Client is obliged to return any provided HW and SW to the Bank. In the opposite case, it bears full liability for any damages thus incurred by the Bank.

FINAL PROVISIONS

1. These Conditions come into validity on 1 October 2009 and into effect on 1 November 2009, on which date the existing "Business Conditions of PPF Banka, a.s. for the Usage of Homebanking Service (Gemini 5)," which were valid from 1 July 2009, shall expire.