BUSINESS CONDITIONS OF PPF banka a. s.
FOR THE USAGE OF HOMEBANKING SERVICES

INTRODUCTORY PROVISIONS

1. The Bank's 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 the subsequent use of the HB Banking Service for CA.

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 General Business Conditions of PPF Banka a. s. (hereinafter the "GBC") and/or the article 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. These Conditions are issued based on and in accordance with the provisions of Section 273, the Commercial Code, the Payments Act, the Banking Act and other potential related legal regulations.

4. These Conditions are the so-called Specific Business Conditions (hereinafter "SBC") issued in accordance with and following up on the GBC. The relations between the Bank and Client not regulated by these Conditions are governed by the GBC.

5. These Conditions are an integral part of the Agreement on HB concluded between the Client and the Bank. If the Agreement on HB contains provisions which differ from these Conditions, the provisions of the Agreement 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. **Authorisation** – a process during which the User gives consent to the order or instruction for the Bank using the Electronic Signature.

2. **Authorisation Right –** a rule which authorises the User to Authorise Payment Orders or instructions for the Bank within a specified Limit. The Authorisation Right is an annex to the Agreement on HB. In the case of Agreements on HB concluded before or on 28 February 2011, the annex is called the Signature Rule.

3. **Security Elements –** according to the GBC, these are in particular – Electronic Signature, HB Username, HB Login Password, Password to Signature Key, Password for Signature Certificate verification, Password for Transport Certificate verification, Signature Certificate, Signature Key, Transport Certificate and Transport Key.

4. **CA** – a current account.

5. **Supplier** – a third party that is to process or ensures services forming part of the HB, or which ensures activities related to HB operation for the Bank based on a contractual relation.

6. **Electronic Signature** – encrypted data in electronic form, which is attached to submitted data and which enable verification of User identity. It consist of Signature Certificate and Signature Key.

7. **HB (also Homebanking) –** an electronic Payment Instrument and Banking Service, through which the User is enabled to communicate with the Bank, submit Payment Orders and instructions to the Bank and obtain additional information including information about the balance on the CA and Payment Transactions performed on it.

8. **Password to Signature Key** – alphanumeric code which User enters in the course of the Authorization of the orders and instructions for the Bank and which allows the usage of the Signature Key.

9. **Password for Signature Certificate verification** – alphanumeric code which User obtains from the Bank and which User uses for Signature Certificate verification. After successful verification of Signature Certificate, User earns valid Signature Certificate for Authorization of orders and instructions for the Bank.

10. **Password for Transport Certificate verification** – alphanumeric code which System Administrator obtains from the Bank and which System Administrator uses for Transport Certificate verification. After successful verification of Transport Certificate, Client earns valid Transport Key for receiving of encrypted messages from the Bank.

11. **Limit** – is the total maximal amount of Monetary Funds for handling of the Monetary funds on the CA by the User. The Limit is always stipulated in CZK, it is assigned to the specific User and it may be set for a Payment Order (also referred to as the "Transaction Limit"), for a certain time period (day, week or month – also referred to as the "Time Limit"), or in combination for the Payment Order and also for a certain time period. The Limit applies in total to all CAs which the User can handle via HB.

12. **Signature Certificate** – personal certificate of the User, which in connection with Signature key allows Authorization of orders and instructions for the Bank via HB.

13. **Signature Key** – consists of a private and public key; both keys must be generated for the Electronic Signature. The public key is registered at the Bank, while the private key serves for the Electronic Signature.

14. **Enabling Power for Authorization** – document containing enabling power of natural persons to the role of HB User. Enabling Power for Authorization is an annex to the Agreement on HB in form of list of

entrusted Users. In the case of Agreements on HB concluded before or on 28 February 2011, the annex is called the Signature Authorization.

15. **System Administration Authorisation** – document containing authorisation of natural person to the role of System Administrator. System Administrator Authorisation is an annex to the Agreement on HB.

16. **Protocol** – Bank's handover protocol on installation and testing of HB functionality by the Bank.

17. **HB Login Password** – User´s logging password into HB.

18. **List of Accounts** – contains a list of the CA, which can be handled via HB. The List of Accounts is an annex to the Agreement on HB.

19. **Agreement on CA** – the Agreement on the Current Account concluded between the Bank and the Client.

20. **Agreement on HB** – the Agreement on Homebanking concluded between the Bank and the Client.

21. **System Administrator** – natural person authorised by the Client to accept HB installation and to administer the client side of HB, which includes e.g. system configuration, administration of Users and their profiles. System Administrator can be simultaneously the User but this is not condition for authorisation of natural person to the role of System Administrator.

22. **Transport Certificate** – system certificate, which in connection with Transport Key allows receiving of encrypted messages and information from the Bank via HB.

23. **Transport Key** – system key stored in database of HB application, which is used for encryption of data transmission from the Bank to client´s side of HB application. Transport Key is common for whole HB application of one Client.

24. **User** – a natural person authorised by the Client in the Enabling Power for Authorization and in the Authorization Right to actively use HB, i.e. in particular to handle of the Monetary Funds on the CA and to Authorize orders or instructions for the Bank. User is Authorized Party in the meaning of GBC.

25. **User Guide** – a set of the Bank's rules for use of HB. The Bank is authorised to amend the User guide. The current version of the User Guide shall be published by the Bank on its Website. The User Guide does not constitute Information in the meaning of the GBC.

26. **HB Username** – the User's login name for HB, which is set for the User by the System Administrator in HB.

27. **Multiple Authorisation** – a setting during which securing of the selected number of User´s Electronic Signatures (2 or more) is required for usage of HB irrespective of the amount of the stipulated Limit.

28. **Multilevel Authorisation** – a setting during which securing of the selected number of User´s Electronic Signatures depending on the amount of the stipulated Limit (1 or more) for usage of HB.

29. **Customer Service** – the telephone number or e-mail address that is used for reporting of faults or discrepancies in HB and for providing of user support to Clients and Users. The telephone number is available on Business Days from 8:00 to 17:00, the e-mail address is available non-stop.

GENERAL PROVISIONS

1. HB is established upon the conclusion of an Agreement on HB. The legal relations related to the HB are governed by the law of the Czech Republic.

2. The Client, the System Administrator and User are obliged to become familiar with the Agreement on HB, the Conditions, the User Guide and the GBC and undertake to adhere to them. The Client always bears full liability for violation of the conditions stated at all above mentioned documents by the Users and/or by the System Administrator.

3. If the User is not the Client, it is necessary that he/she grants the Bank express consent to personal data processing in accordance with the GBC prior to assigning to the Authorization Rights. Should a User fail to grant the Bank this express consent, the Bank is authorized not to assign him/her the Authorization Right.

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, eventually in the individual amount agreed in the Agreement on HB, regardless of whether the transfer sum is covered by the available Monetary Funds on the CA.

5. In the List of Accounts, the Client stipulates the basic CA, to the debit of which the prices for HB establishment and administration and prices for other services related to HB provision shall be charged. This CA is opened preferably in CZK; it may be opened in a currency other than CZK only if the Client does not have any account in CZK opened at the Bank.

6. Other prices, remunerations and fees related to Payment Transactions and Banking Services are charged from the CAs through which the Payment Transaction was performed, or the Banking Service provided.

7. Client acknowledges that, within the relevant Authorization Rights, Users have access to information of balance and transactions on the CA that they operate.

8. Performance of payments via HB is governed by the GBC, unless these Conditions or the Agreement on HB stipulate otherwise.

I. TECHNICAL REQUIREMENTS

1. Software (SW) – these operation systems are supported (unless stated otherwise, the references below are to 32-bit editions):
   - Microsoft Windows 2000 Professional SP4,
   - Microsoft Windows XP SP2,
   - Microsoft Windows Vista,
   - Microsoft Windows 7 (32-bit as well as 64-bit edition),
   - MS Internet Explorer 5.5 and higher.

   The newest version of HB (5.0.60.x) also requires.NET framework 2.0.

2. Hardware (HW) – recommended minimal system configuration (it has to fulfil the requirements of the used operating system at the same time):
   - 128 MB of RAM storage,
   - 60MB of free space on the hard disk for HB instalment,
   - from 100MB to 1GB free space for database (database may require units of GB in dependence on data quantity),
   - CD-ROM or DVD-ROM drives,
   - graphics adapter and monitor with Super VGA (800 x 600) resolution,
   - internet connection or modem for dial-up connection.

3. The Bank is authorised to improve HB by means of upgrades to a higher version; the Bank is obliged to inform the Client of planned upgrades sufficiently in advance 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 and usage.

II. SERVICE IMPLEMENTATION

1. The Bank shall conclude an Agreement on HB with the Client only if the Client has opened at least one CA with the Bank.

2. HB is installed by the Bank and is 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, System Administrator and Users.

3. When signing the Agreement on HB, the Client stipulates the List of Accounts, System Administrator, Enabling Power for Authorization and Authorization Right for particular Users. The Client may change these settings at any time in writing at the Bank'sPlace of Business.

4. If the Client cancels the CA that is indicated in the List of Accounts as the basic CA, the Client is obliged to stipulate a new basic CA from the List of Accounts.

5. The Client undertakes to use the HB software exclusively for the Client's own needs, to protect it against unauthorized use, copying or publicizing. The Client does not have the right to change the HB software in any way, decompile or re-develop it, or transfer it to another entity, lease it or make it otherwise available to another entity.

6. The Client acknowledges that the HB software is not transferred to the Client's ownership.

7. 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.

8. The Bank shall ensure the installation of HB, verification of its function including the training of Users, all within the term agreed with the Client after signing the Agreement on HB. If installation is performed by the Client without the Bank's participation, the Bank is obliged to provide the Client with the appropriate supporting materials and support for the installation.

9. Password for verification of Transport Certificate is provided to the System Administrator during installation. If the Client performs HB instalation without the Bank's participation, System Administrator shall receive Password for verification of Transport Certificate by means of registered mail.

10. A Protocol shall be compiled of the installation performed by the Bank, which shall be considered a document on handover and acceptance of HB. If the Client performs HB installation without the Bank's participation, the Agreement on HB signed by the both contractual parties is considered as document on handover and takeover of HB.

III. SECURITY

1. To ensure secure access to HB, the Bank uses in particular a public key infrastructure (PKI), which fulfils the requirements to ensure all the security demands by means of asymmetric encryption, User identity verification using a Signature Certificate and use of an Electronic Signature as a means of undeniability and data integrity. To ensure secure access to HB, the Bank is authorised to collect and assess information related to Users' access to HB. Actions Authorised by the authorised User are binding for the Client. The Bank is authorised to condition the use of Authorisation with additional Security elements.

2. HB is secured against misuse via Security Elements.

3. Data are automatically encrypted during the transfer between the Client and the Bank.

4. During installation, the User shall be given a sealed envelope with the Password for Signature Certificate verification according to the Agreement on HB. Password for Signature Certificate verification could be delivered by mail, particularly in the event that installation is not performed by the Bank, or in the case of any changes in the Authorisation Right.

5. The Signature Certificate is valid for one year. The User is obliged to ask for generating of a new Signature Certificate before this validity period expires. If the User does not ask for generating of a new Signature Certificate within the given time period, the User cannot Authorize orders and instruction for the Bank.

6. The Transport Certificate is valid for one year. The System Administrator is obliged to ask for generating of a new Transport Certificate before this validity period expires. If the System Administrator does not ask for generating of a new Signature Certificate within the given time period, encrypted messages and information from the Bank cannot be received via HB.

7. The HB Login Password is set by the User in the course of the first access into HB. HB Login Password is not time-limited and User can change it at any time.

8. The Password to Signature Key is set by the User in the course of Signature Key generating. Password to Signature Key is joined with Signature Key and the User cannot change it during Signature Key validity. If the User forgets the Password to Signature Key or the User wants to change it because of security reasons, than the User has to generate new Signature Key and ask for generating of new Signature Certificate.

9. The Client, System Administrator and User using HB are particularly obliged:
   - 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 Security Elements against abuse or against their loss, disclosure or theft.

10. The Client is also obliged to protect the Client´s own computer technology system and the components thereof against abuse.

11. The Client is responsible for due securing of the HB against unauthorised intervention. The Client shall undertake such measures so as to prevent abuse of the HB by a third party.

IV. BANKING SERVICES PROVIDED VIA HB AND OTHER HB FUNCTIONALITIES

1. The User may use the following Banking Services in particular via HB:
   - domestic payment/transfer orders,
   - domestic orders for direct debit,
   - transfers within the Bank in foreign currencies,
   - Foreign Payment Orders.

2. The conditions for the individual Banking Services provided via HB are defined in the GBC or respective SBC.

3. The User may view the balances of CA, history of Payment Transactions performed on CA, print statements from CA and check other data and information available via HB.

4. The System Administrator may provide access into HB even to natural person other than the Users defined at Authorization Right and Enabling Power for Authorization. Such persons have access to all information in HB and can send encrypted messages to the Bank; however, they are not allowed to Authorize orders and insturctions for the Bank.

5. The Bank is authorised at any time to adjust the Scope of Banking Services provided via HB and the scope of HB functionality.

6. In the event of problems with HB functionality, with Authorisation of orders or instructions for the Bank or other problems related to HB, the Client, System Administrator or User may contact Customer Service.

V. AUTHORISATION RIGHT

1. The User may be granted one of the following Authorisation Rights:

   - **INDEPENDENT** – the User with this Authorisation Right Authorises orders and instructions for the Bank independently without limitation,
   - **INDEPENDENTLY UP TO THE DESIGNATED LIMIT** – the User with this Authorisation Right Authorises orders and instructions for the Bank up to the stipulated Limit independently. Orders and instructions that exceed the stipulated Limit may only be placed by the User with this Authorisation Right into the HB. Authorisation must be performed by a User with superior Authorisation Right or a User with a higher Limit.

   - **INDEPENDENTLY UP TO THE DESIGNATED LIMIT, BEYOND THE LIMIT JOINTLY WITH ANOTHER USER** – the User with this Authorisation Right Authorises orders and instructions for the Bank up to the stipulated Limit. Orders and instructions for the Bank beyond the stipulated Limit must be Authorised jointly with another User with superior Authorisation Right or a User with a higher Limit,
   - **JOINTLY WITH ANOTHER USER** – a User with this Authorisation Authorises orders and instructions for the Bank always jointly with another User.

2. The User may be granted the same Authorization Right for all CAs or different Authorization Right for each CA.

3. If Multiple/Multilevel Authorisation is arranged, Users´ Authorisation according to the rules agreed in the Rights must be ensured for actions within HB.

VI. HANDLING OF MONETARY FUNDS

1. The Client is liable for ensuring that the Monetary Funds on the CA will be handled via HB only by the Users listed in the Authorisation Rights and Enabling Power for Authorization, in the manner defined in the Authorisation Rights.

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 Business Day following the day of submission of the duly signed annexes to the Bank, unless agreed otherwise between the Bank and the Client. The Client is responsible for all damages resulting from the breach of this obligation.

3. In the Agreement on HB, the Client may arrange Multiple/Multilevel Authorisation. The condition of arranging Multilevel Authorisation is that the Client has agreed Multiple Authorisation at the same time. The setting of the respective Authorisation Right is an essential condition for the User to be authorised to perform Authorisation.

4. When arranging Multiple/Multilevel Authorisation, it is necessary for handling the Monetary funds on the CA in excess of the User's Limit that the respective Payment Order be additionally Authorised by the number of Users with the respective Authorisation Right as stipulated in the Agreement on HB.

5. In the Authorization Right, the Client may stipulate Limits for handling Monetary Funds on the CA.

6. The Transaction Limit stipulates the maximal possible amount of one Payment Order, up to the value of which the User may Authorize Payment Orders. The User may Authorize an unlimited number of Payment Orders, the sum of which will not exceed the Transaction Limit.

7. The Time Limit stipulates the maximal possible total amount of Payment Orders, which the User can Authorize in the designated time period. The User may Authorize an unlimited number of Payment Orders if the total amount of all such Authorized Payment Orders does not exceed the Time Limit. The Time Limit may be set for the period of one Business Day, one calendar week and one calendar month. The Time Limit is reduced at the moment of Payment Order Authorization and is renewed:
   - If the Time Limit for a Business Day, at 00:00:01 on every Business Day. Payment Orders Authorized outside of Business Days are deduced from the Time Limit of the following Business Day;
   - If the Time Limit for a calendar week, at 00:00:01 on a Monday,
   - If the Time Limit for a calendar month, at 00:00:01 on every first day of the calendar month.

8. If a Transaction and Time Limits are stipulated for the User, both of these Limits must be fulfilled simultaneously. This means that the User can Authorize a Payment Order, the amount of which does not exceed the set Transaction limit, and at the same time does not exceed the Time Limit, i.e. if the Payment Order fulfils the Transaction Limit but the total of all Authorized Payment Orders to date exceeds the Time Limit, such Payment Order cannot be Authorized.

9. For transfers within the Bank in a foreign currency and Foreign Payment Orders, the respective counter-value of the foreign currency to the CZK at the moment of Authorization (converted using the current Exchange Rate according to the rules stipulated in the GCB) is included into the Limit.

10. Payments with future maturity are deducted from the respective Limits at the moment of Authorization of the Payment Orders.

11. If the Client's CA does not have sufficient funds to perform all the Payment Orders submitted to the Bank through HB at once, the Bank shall perform the Payment Orders up to the value of the available funds on the CA, in the order designated by the Bank.

VII. SUBMISSION OF DATA

1. Users can use HB twenty-four hours a day, seven days a week. In justified cases, the Bank is authorised to interrupt HB service provision, including the acceptance of Payment Orders. The Bank usually informs about the planned interruption of availability of HB services in advance, generally via HB. In the case of technical flaws on the part of the Bank or any third party, the Bank is authorised to interrupt HB provision even without prior notice.

2. Access to HB is enabled to the User:
   - after entering the HB Username and HB Login Password, or
   - after recording Signature Certificate and entering Password for Signature Certificate verification, or
   - via User system name.
   The way of User's access to HB shall be set by the System Administrator in HB application, whereas all the three above-mentioned ways may be utilized.

3. The Maturity Date for Payment Orders sent to the Bank via HB is mandatory information. If a Payment Order contains an earlier Maturity Date than the date of Payment Order Authorization, then HB does not allow Authorization of such a Payment Order. The other conditions, deadlines for submission of 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.

4. The only means by which the User consents to the performance of an order or instruction to the Bank is its Authorisation via Electronic Signature.

5. The Bank is liable only for data received and confirmed by the Bank. The Bank is not liable for potential damage caused by incorrect or duplicated data (Payment Orders) entry via HB.

6. The Bank reserves the right to change the manner of submitting of data, if required for the secure operation of HB or other substantial reasons.

VIII. STATEMENTS AND COMPLAINTS

1. The Client is informed of Payment Transactions via HB in a statement from the CA delivered by the means arranged in the Agreement on CA.

2. The Client and/or User is also informed through HB of all currently performed Payment Transactions and of the balance of Monetary Funds on the CA.

3. By course of the Banking Act, the Bank keeps internal records enabling the tracing of Payment Transactions and correction of errors.

4. The Client and Users are obliged to control periodically whether the data of Payment Transactions correspond to the Authorized Payment Orders and whether the Authorized Payment Orders were performed or rejected by the Bank. The Client and Users are also obliged to report the found flaws in Payment Order statements or errors or other discrepancies in CA administration to the Bank without undue delay. Late reporting may resilt in the expiry of the Client's claim for damages.

5. The Client may make claims related to HB via Customer Service or at the Place of Business.

6. The Client agrees that all telephone calls made by the Client or by a User through Customer Service are recorded and the Bank is authorized to use such a sound recording as a reference for the potential settling of claims.

7. Any User may make the claim on behalf of the Client.

8. Complaints are settled according to these Conditions, the GBC and the Bank's Complaints Code.

IX. 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:
   - disclosure of Security Elements or the possibility of abuse of HB by a third party,
   - a programme error or error or abuse concerning the sending or reception of payments, Electronic Signature, Signature Key, Signature Certificate, Password to Signature Key, Password for Signature Certificate verification, Password for Transport Certificate verification, Transport Certificate and/or Transport Key.

2. The Client and Users are also obliged to report immediately upon ascertainment:
   - to report any loss or theft of the HB or facilities that enable its use,
   - to report any unauthorised Payment Transaction to which they did not give an order,
   - potentially request the blocking of HB for security reasons.

   The respective report may be performed in writing or in person through the Place of Business or via telephone or electronic mail through Customer Service. If the report is performed via Customer Service, the reporting person must provide a return contact information to which the Bank will perform verification of the sent data. If the sent data cannot be verified, the Bank may reconsider the performance of the requested task.

   The report submitted via Customer Service must be confirmed in writing within three Business Days at the latest. The Client bears full liability for damages arising from the incorrect usage of HB.

3. Following this report, the Bank is authorised to disable the use of HB. The Client undertakes to cooperate effectively with the Bank during the implementation of corrective measures proposed by the Bank.

4. The Client is authorised to ask the Bank for written confirmation that the loss/theft/abuse of Security Elements was reported to the Bank; the Client may do so maximally within 18 months of reporting according to paragraph 1 of this Chapter of the Conditions.

5. The Client agrees that the Bank reserves the right to block the use of HB especially in the following cases:
   - if necessary for serious, in particular, security reasons,
   - suspicion of or attempted abuse of HB,
   - failure to fulfil the contractual conditions between the Bank and Client, in particular the Agreement on HB and/or the Conditions and/or the GBC by the Client and/or User,
   - repeated flaws in operation caused by technical faults in the equipment on the part of the Client,
   - in the cases foreseen by valid legal regulations.

6. The Bank shall inform the Client immediately via telephone or in writing of HB blocking, with the exception of cases when this is contrary to legal regulations.

7. If the Client finds that access to HB has been blocked, the Cliet is obliged to undertake without undue delay all the steps required to unblock or reacquire access, in order to have access to information about the Payment Services provided to the Client by the Bank in accordance with the Payments Act.

X. LIABILITY

1. The responsibilities of the Client and Bank are governed by the GBC, these Conditions and by the Agreement on HB.

2. Futhermore, the Bank is not liable:
   - for cases when HB cannot be used for reasons beyond control of the Bank or its partners (interruption of power supply, interruption of connection with the Bank, strikes, etc.) including the damage caused by such cases, or
   - for the damage incurred by the Client as a result of the violation of the Client´s obligations stipulated in these Conditions, or
   - for the damage incurred as a result of incorrect Authorisation, non-fulfilment of the Payment Order for reasons on the part of the Client, or for reasons on the part of the payment Beneficiary.

3. The electronic communications network (public telephone lines, mobile network lines, e-mail and fax) which serve for communication between the Bank and the Client according to these Conditions are not under direct control of the Bank, and the Bank is not liable for damages incurred by the Client through their potential abuse. The protection of these networks and the confidentiality of messages sent throughout them must be ensured by the providers of the respective electronic communications services, particularly by course of Act no. 127/2005 Coll., on Electronic Communications, as amended.

4. The Bank is liable for the functionality of HB assuming fulfilment of the Agreement on HB, the User Guide and potential other instructions from the Bank.

5. If a malfunction of HB for reasons on the part of the Bank is found outside of the Bank's Business Hours, the Bank shall start working on its elimination on the following Business Day immediately after the start of the Bank's Business Hours.

6. All information about the HB system and services provided via HB and their use are of a confidential character, and the Client must not use this information contrary to the purpose for which it was provided to the Client.

7. The Client is further liable for incompetent or unauthorized interference with HB, for incorrectly entered data and technical flaws on the part of the Client.

8. The Client is liable to the Bank for damages incurred by the Bank in consequence of the violation of the Client´s obligations according to the Agreement on HB, these Conditions and the GBC, if applicable.

XI. EXPIRY OF THE CONTRACTUAL RELATION

1. The Bank is authorised to terminate the Agreement on HB in the way provided by the Agreement on HB and the GBC even in the event of expiry of the

Agreement on CA, from which the Bank is authorised to deduct payments for the provision of HB (the so-called basic CA).

2. The Agreement on HB also expires on the date of termination of the Agreement on Client´s last CA connected to HB.

3. The Bank's right to withdraw from the Agreement on HB according to the GBC is not affected.

4. In the event of termination of the Agreement on HB, access to the Client's account via HB shall be automatically cancelled even for all of its Users.

FINAL PROVISIONS

1. These Conditions come into force on 1 January 2011 and into effect on 1 March 2011, on which date the existing "Business Conditions of PPF Banka, a. s. for the Usage of Homebanking Service", which were effective from 11 November 2009, shall expire.