



# We are changing the terms and conditions for some of our services

# Dear Client,

This is to inform you of changes to the terms and conditions for some of our services and changes to the KB Price List, which will enter into effect on **1 May 2024**. Kindly note that only changes to KB services you are using apply to you. A complete overview of the changes is provided below.

# What services do the changes concern?

- 1) Express Line
- 2) Notice on Payment System
- **3)** Rules Applicable to Chronological Order of Settlement of Receivables
- 4) Mortgage Loans

- 5) Consumer Credit
- 6) Repayment Protection Insurance
- 7) Price List



The changes to the Price List can also be found at **kb.cz/en/price-lists**, and you can access them by scanning the provided **QR code** using your mobile telephone.

Your Komerční banka



# How to navigate the text?

All of the forthcoming changes are shown in the applicable documents. <u>Underlined text</u> will be added and <del>crossed out text</del> will be removed.

# 1) Overview of changes to Terms and Conditions for KB Express Line in effect from 1 May 2024

Starting on 1 May 2024, the present Terms and Conditions for the KB Express Line, as amended by the changes listed below, constitute an integral part of the agreement within the meaning of Article 2.2 of the General Business Terms and Conditions.

#### Article 1.3 has been amended as follows:

The service is available on Business Days from 8:00 a.m. to 8:00 p.m.

#### Article 11 has been amended as follows:

- 11.2 The Terms and Conditions replace and supersede the Terms and Conditions for the KB Express Line of 30 March 2021 28 October 2022.
- 11.3 These Terms and Conditions enter into force on 28 October 2022 1 May 2024.

#### 2) Overview of changes to Notice on Payment System in effect from 1 May 2024

**In Article 3.3**, the following sentence has been added: <u>Furthermore</u>, the <u>Bank does not exchange cash in a foreign currency for cash in the same currency with a different nominal value</u>.

**In Article 6.3**, the following sentence has been replaced as follows: When a payment is remitted to another bank in the Czech Republic, the amount may only be entered in CZK. When a payment is remitted to another bank in the Czech Republic, an amount entered in a foreign currency is always converted into and settled in CZK.

#### In Article 40, the following changes and additions have been made to the conditions for the Pay a Contact service:

- 40.1 **Pay a Contact incoming payment** The Client may only receive Pay a Contact payments to the Account connected (via the relevant Mobilní banka Internet banking service in the RAMOS register maintained by the Czech National Bank) to the telephone number provided by the payer as the payee's Unique Identifier.
- 40.2 **Registration for Pay a Contact service** Registration can be carried out by the Client via Mobilní banka Internet banking. Registration must be carried out using a telephone number with the +420 or +421 area code, which the Bank has on file as the Client's contractual contact information. A registered contact of a natural person may only be paired with a current account denominated in CZK. By completing the registration, the Bank enters a profile in the Czech National Bank register containing the registered telephone number, the number of the paired current account, and the account holder's name and surname. A telephone number registered this way serves in regard to the paired current account as the Client's other Unique Identifier for payment receipt purposes.

One telephone number may be paired with only one current account within the framework of registration for the Pay a Contact service.

Registration for the Pay a Contact service does not constitute the registered payee's general consent to using this service to remit cashless payments for financial debts. The method for discharging obligations between the payer and the payee remains subject to the terms agreed by the contracting parties.

40.3 **Verification of registered data**- The Bank has the right to contact the Client at any time for the purpose of verifying the possession thereof of the registered telephone number and the validity of data registered for the Pay a Contact service. The Bank carries out verification at least once per year. If the Client fails to confirm the possession of the registered telephone number and the validity of registered data at the Bank's request within the prescribed time limit using the required method, the Bank will proceed in accordance with the provisions of this article of the Notice pertaining to the termination of the Pay a Contact service.



The Client must inform the Bank immediately if misuse is suspected of the contact information registered for the Pay a Contact service, particularly in regard to another account or a third-party account.

40.4 Pay a Contact outgoing payment- Unless hereinafter otherwise specified, outgoing Pay a Contact payments are subject to the provisions pertaining to one-time outgoing Payment Orders in CZK. The Bank shall process an outgoing Pay a Contact payment as long as the telephone number specified as the payee's Unique Identifier by the Client-payer in his/her Order is connected to the account number in the RAMOS register maintained by the Czech National Bank; the payment shall be credited to this account. The Bank shall process the Pay a Contact payment immediately as an Instant Payment. If there is no account attached to the telephone number specified by the Client-payer in his/her Order, the Bank can settle such a payment if the account number is attached to the telephone number within the 5 next coming Business Days, as long as there are sufficient funds in the Payer's Account; the due date of the payment shall be the date of submission of the Pay a Contact payment order. If the above conditions are not met within the aforesaid period of time, the Bank shall reject the payment on the 6th Business Day.

The Bank will process an outgoing Pay a Contact payment as long as the telephone number specified by the Client-payee in the Payment Order as the payee's Unique Identifier is linked to the account number in the RAMOS register maintained by the Czech National Bank; the payment is credited to this account. The Bank processes a Pay a Contact payment as a one-time outgoing Payment Order in CZK on a preferential basis as an Instant Payment. If no account is linked to the telephone number entered by the Client-payer in the Payment Order, the Bank rejects the Payment Order.

Unless the Bank allows the Client to enter an outgoing Pay a Contact payment in a different amount, the minimum and maximum limits for outgoing Pay a Contact payments are CZK 1 and CZK 5,000, respectively. The limit may be changed by the Bank, whereupon the value of the limit will be specified during the entry of a Payment Order via Internet banking. Prior to authorizing a Pay a Contact payment, the Client must verify the thereby entered payment information, particularly the telephone number (the payee's Unique Identifier) and the account holder's name and surname (the intended payee), which the Bank displays for the Client in accordance with the current status of the profile in the RAMOS Register. If the payee specified by the Client does not correspond to the name and surname of the account holder displayed by the Bank, the Client undertakes to refrain from remitting the applicable Pay a Contact payment and to verify the intended payee's payment data and registration status (particularly whether the intended payee has the telephone number entered by the Client registered for the Pay a Contact service and whether the number is paired with the account maintained in the payee's name).

- 40.5 **Pay a Contact usage flag.** The Pay a Contact service includes a usage flag. The flag notifies the counterparty who has the payee's phone number in his/her telephone directory that a Pay a Contact payment can be made to that telephone number. This information may be available in the applications of payment institutions that have joined the Pay a Contact scheme.
- 40.6 <u>Display of registered data to payers</u>- From the point of view of personal data processing and as a result of registering the Client-payee in the Pay a Contact service, the name of the payee (account holder) is displayed to the payer when the Client-payee's telephone number is entered before making the payment. If the Client-payee is a legal person, its trade name shall be displayed to the payer.
- 40.7 **Termination of Registration for Pay a Contact service** The registration for the Pay a Contact service may be terminated by a mutual agreement, rescission or termination, or the fulfilment of a condition subsequent. Starting from the time the registration for the Pay a Contact service is terminated, the Client will no longer be able to use his/her current account for incoming payments using the telephone number as the Unique Identifier.

If the Client fails to confirm the possession of the registered telephone number and/or other registered data in the profile in accordance with Article 40.3 of this Notice at the Bank's request (usually within seven calendar days via Internet banking), the registration for the Pay a Contact service will expire two months after the end of the time limit specified in such a request, during which the Client fails to confirm the relevant data.

The Bank may terminate the Client's registration for the Pay a Contact service effective immediately if the Bank suspects the misuse of the telephone number used in the registration for the Pay a Contact service. The Bank informs the Client of such termination via the mailbox in Internet banking, by sending a message to the contact e-mail address, by mail sent to the Contact Address, or using another similar method.

The Bank has the right to terminate the Client's registration for the Pay a Contact service at any time on a discretionary basis, subject to a two-month notice period.



The Client's registration for the Pay a Contact service will terminate no later than at the time of the closure of the current account paired with the registered telephone number.

The Client may terminate the registration for the Pay a Contact service at any time via Mobilní banka Internet banking. In the event of a change of the Client's telephone number the Bank has on file as the contractual contact information registered for the Pay a Contact service, the Client's registration for the Pay a Contact service terminates at the time at which the change of the telephone number takes effect.

# 3) Overview of changes to Rules Applicable to Chronological Order of Settlement of Receivables in effect from 1 May 2024

Starting on 1 May 2024, the Rules containing the changes specified below will be considered to constitute part of the agreement.

# A new Section 1 has been added, which reads as follows:

1) Individual outstanding Debts arising under mortgage loans provided to consumers are always settled in the order of the due dates thereof. If individual Debts arising under such loans have the same due dates, they are settled in the order of principal, interest, default interest, fees, charges, already calculated costs, and contractual penalties.

#### The existing Section 1 has been renumbered as Section 2 and its text amended as follows:

With regard to all other Legal Relationships, the individual due parts of principal and interest are settled in the order of their due dates (a payment is first credited toward the earliest due instalment of principal and interest) as follows:

- a) in the case of Debts arising from Legal Relationships consisting of consumer contracts and credit card contracts entered into:
  - (i) during the period ending on 30 June 2021, inclusive, the final due date whereof has not yet come to pass or which have not been made payable effective immediately, and
  - (ii) during the period starting on 1 July 2021, inclusive, due principal is settled first, followed by due interest;
- b) in the case of Debts arising under other Legal Relationships, due interest is settled first, followed by due principal.

# The existing Section 2 has been renumbered as Section 3 and its text amended as follows:

Only after the full repayment of due principal and due interest In the case of any Legal Relationship other than listed in Section 1), default interest is settled, following the payment thereof in full fees, charges, costs already calculated, and contractual penalties will be settled last in the order determined by the Bank (only after the repayment in full of all outstanding Debts as per Sections 1 and 2), where default interest due is settled first and of the remaining balance of the Debt outstanding fees, charges, costs already calculated, and contractual penalties are settled after the payment of default interest in full.

# The existing Section 3 has been renumbered as Section 4 and its text amended as follows:

If payments made by the Client to the Bank are insufficient to repay all of the due Debts arising under all of the Legal Relationships referred to under Sections 1 and 2, the Debts are settled in the order of their due date, starting with the Legal Relationship under which the earliest due Debt has arisen.

# In addition, text has been added below Section 4, which reads as follows:

Unless otherwise agreed between the Client and the Bank, comments made in regard to individual remitted payments (such as comments made in the "Payment purpose" field) have no impact on the order in which payments are used to settle individual Debts.

#### 4) Overview of changes to mortgage loans entered into with consumers in effect from 1 May 2024

The changes listed below apply to all mortgage loans where the loan type or kind is defined as "Mortgage loan", "American mortgage", or "Bridging mortgage loan".



Where the distribution of electronic statements has been agreed under the mortgage loan agreement, the agreement is amended as follows:

Once you have entered KB New Era of Banking and we allow you to service your mortgage loan via KB+ Internet banking, we are no longer under the obligation to send you regular account statements via KB+ Internet banking. You can use KB+ to display account statements for a specific period (up to 24 months retroactively). In addition, you can download account statements and store them on your device.

Starting on **1 May 2024**, the **Credit Terms and Conditions for Natural Persons (Non-Business) – Consumer Loan for Housing** in effect from 23 October 2023 ("**New Terms and Conditions**") will form an integral part of the mortgage loan within the meaning of Article 2.1 of the General Business Terms and Conditions, whereupon the New Terms and Conditions will fully replace and supersede the current Credit Terms and Conditions for Natural Persons (Non-Business) in effect from 1 November 2020, which form an integral part of your mortgage loan ("**Current Terms and Conditions**").

The New Terms and Conditions are available at any KB branch and at kb.cz/en/about-bank/documents.

The New Terms and Conditions contain changes to six articles of the Current Terms and Conditions. An overview of the individual changes is provided below.

#### Article 2.1 has been amended as follows:

Drawdown- We make available the Drawdown:

- a) of a mortgage loan without unnecessary delay, is made available no later than two Business Days after the delivery receipt of an Application, unless you specify a later time in the Application, but no earlier than on the date on which the Agreement enters into force, unless you specify a later time in the Application, provided that you enclose with the Application documents demonstrating the fulfilment of Drawdown postponement conditions;
- b) of a consumer loan without unnecessary delay after you request Drawdown, provided that you present documents demonstrating the fulfilment of Drawdown postponement conditions;
- c) of other forms credit is subject to the conditions laid down in the Agreement.

#### Article 3.8 has been amended as follows:

**Blocked funds**- If automatic remittance of instalments is arranged for drawn down principal and interest by a transfer of funds from your current account and such a payment is to be remitted on a Business Day, other than Monday, we are authorized to block funds on your current account (i.e. you cannot dispose of the relevant amount of funds on your current account) up to the amount of the applicable loan instalment starting at 0:00 on the day on which the scheduled loan instalment is to be remitted. If such a payment is to be remitted on Monday or a day other than a Business Day, funds may be blocked for remitting such a payment at the times specified in the preceding sentence on the day immediately following the last Business Day before the day on which the scheduled loan instalment is to be remitted.

#### Article 7.1 has been amended as follows:

**Default on payment**- In the event you are in default on any financial debt owed to us under the Agreement, we have the right to <u>charge</u> <u>you</u> default interest at the rate <del>specified in the Notice on Interest Rates</del>, <u>laid down under applicable law</u>, starting on the first day of default until the payment of the amount owed.

## Article 8.1 has been amended by the addition of Subsections i) and j):

- i) You refuse to undergo identification or provide assistance during an inspection of your affairs that we carry out for the purpose of complying with laws and internal regulations pertaining to money laundering and terrorist financing,
- j) You become a person subject to international or other sanctions that we are required to impose.

#### Article 10.1 has been amended as follows:

"Client's business establishment" is our point of sale where the administration of the Agreement takes place. Within the aforestated meaning, the Term and Conditions also employ this term in conjunction with "your business establishment".

<u>"Terms and Conditions"</u> are these Credit Terms and Conditions for Natural Persons (Non-Business) – Consumer Loan for Housing, which constitute Product Terms and Conditions within the meaning of the General Business Terms and Conditions.



"Mailbox" is a reserved space in KB+ Internet banking, accessible via the KB+ mobile and web-based application, intended for our mutual communication. The Mailbox, or a part thereof, as well as your contact e-mail address, serves as a permanent data carrier.

#### Article 11.1 has been amended as follows:

Where applicable, we will notify you of a change of the credit account number.

<u>Unless otherwise agreed in the Agreement, we will preferably communicate by electronic means, using the e-mail address or telephone number provided by you, or via the Mailbox, if you use the KB+ application.</u>

Documents pertaining to the Agreement, including documents liable to result in the termination of the contractual arrangement, and documents pertaining to the Agreement and amendments thereto, as well as passwords and codes, are delivered preferably by electronic means to the e-mail address provided by you or via the Mailbox. In exceptional cases, we may deliver the aforementioned documents to your Contact Address in paper form.

#### 5) Overview of changes to consumer loans in effect from 1 May 2024

**The changes listed below apply** to all consumer credit agreements other than housing loans, where the consumer credit type is defined as one of the following:

- Personal Loan
- Optimal Loan
- Perfect Loan
- MojePůjčka PLUS
- Loan for goods and services
- Gaudeamus

# The changes listed below do not apply to:

- consumer credit agreements entered into via the KB New Era of Banking,
- any consumer credit agreements for housing,
- consumer credit agreements collateralized by lien on securities.

Note: Where the text below specifies that a change is to concern "your consumer credit" or another reference is made to "consumer credit" concerned by a change or an addition, every such reference concerns consumer credit meeting the above definition, i.e. credit in the category to which the changes listed in this document **apply**.

# A) OVERVIEW OF CHANGES TO CREDIT AGREEMENT

#### 1) Credit Parameters - Credit Type

Where the Credit Parameters article defines the consumer credit type as "Personal Credit", "Perfect Loan", "MojePůjčka PLUS", "Loan for goods and services", or "Gaudeamus", the designation of such consumer credit is changed to "**Personal Loan**", starting at the time your consumer credit as per the above is transferred to KB New Era of Banking. Following the transfer, you will find any and all information regarding your consumer credit, including fees and charges listed in the Price List, under the designation "Personal Loan".

Where the Credit Parameters article defines the consumer credit type as "Optimal Loan", the designation of such consumer credit is changed to "**Consolidation**", starting at the time your consumer credit as per the above is transferred to KB New Era of Banking. Following the transfer, you will find any and all information regarding your consumer credit, including fees and charges listed in the Price List, under the designation "Consolidation".

# 2) Additions to credit agreement article entitled "Communication" relating to account statements

The following additions have been made to the existing provisions of the article pertaining to the account statement distribution method and frequency:



As soon as your consumer credit is transferred to KB New Era of Banking, we will no longer send you monthly account statements. KB+ Internet banking provides the option to display, download, and store on your device credit account statements for a period selected by you (list of transactions). This function of KB+ Internet banking replaces the formerly agreed method for distributing account statements.

#### 3) Replacement of delivery section of credit agreement article entitled "Communication"

The section of the article entitled "Delivery" has been replaced in full with the following text:

It has been agreed that we will communicate preferably by electronic means, specifically via the Internet banking Mailbox or the KB+ Internet banking Mailbox, provided that you are using one, or via a contact e-mail address or a contact telephone number confirmed by you to serve for communication with us, particularly for the delivery of documents, amendments thereto, passwords, and codes.

Documents pertaining to this Agreement, including documents liable to result in the termination of the contractual arrangement, other documents pertaining to this Agreement, and amendments hereto, will be delivered to you preferably by electronic means via the Mailbox or your contact e-mail address; in exceptional cases, such items may also be delivered in paper form to your Contact Address.

# B) CHANGE TO CREDIT TERMS AND CONDITIONS FOR NATURAL PERSONS (NON-BUSINESS)

The Credit Terms and Conditions for Natural Persons (Non-Business), which constitute an integral part of your consumer credit agreement, have been fully replaced with the **Terms and Conditions for Consumer Credit**. Starting on 1 May 2024, the Terms and Conditions for Consumer Credit therefore constitute an integral part of your consumer credit agreement.

#### C) REPLACEMENT OF LIST OF FEES AND EXCERPT FROM LIST OF FEES WITH PRICE LIST

As soon as your consumer credit is transferred to KB New Era of Banking, the version in effect and in force at transfer time of the **Price List for Products and Services ("Price List")** will become an integral part of your consumer credit agreement. The Price List will replace the current List of Fees and the Excerpt from the List of Fees.

The current version of the Price List can be found at **kb.cz/en/price-lists**.

All references to the List of Fees and the Excerpt from the List of Fees in your consumer credit agreement need to be construed as references to the Price List, starting at the time your consumer credit is transferred to KB New Era of Banking.

# 6) Change to Terms and Conditions for Optional Group Consumer Credit Repayment Protection Insurance in effect from 1 May 2024

The proposed changes apply to clients participating in the Optional Collective Consumer Credit Repayment Protection Insurance.

The Terms and Conditions for Optional Collective Consumer Credit Repayment Protection Insurance, which define in detail the rights and duties arising from your participation in the repayment protection insurance scheme, have been replaced in full with a document entitled **Terms and Conditions for Optional Group Consumer Credit Repayment Protection Insurance.** Starting on 1 May 2024, group repayment protection insurance for consumer credit will therefore be subject to the Terms and Conditions for Optional Group Consumer Credit Repayment Protection Insurance.



# 7) Overview of changes to KB Price List in effect from 1 May 2024 (all prices are stated in CZK)

# Changes to KB Price List applicable to all client segments

Item in the KB Price List	Price in effect from 1 May 2024	Change		
Direct banking				
Security of direct banking services				
Issuance of card reader set (with a keypad) and MůjKlíč smart card	1,4001)	Price change (previously 640 <sup>1)</sup> )		
Issuance of smart card reader with keypad	800 + 21% VAT <sup>1)</sup>	Price change (previously 450 + 21% VAT <sup>1)</sup> )		
Issuance of MůjKlíč smart card for personal certificate on smart card	8001)	Price change (previously 390¹¹), text change		
1) Also applies to issuance of smart card and smart card reader for MultiCash KB.				
Safety deposit box rental with value of deposited item not exceeding CZK 10 million (annual rent)				
Clients with KB current account				
Size up to 15,000 cubic centimetres, inclusive	3,000 + 21% VAT annually	Price change (originally 2,000 + 21% VAT)		
Size from 15,001 to 30,000 cubic centimetres, inclusive	4,500 + 21% VAT annually	Price change (originally 3,500 + 21% VAT)		
Size in excess of 30,00±0 cubic centimetres	6,000 + 21% VAT annually	Price change (previously 5,000 + 21% VAT), text change		
Other clients (without KB current account)				
Size up to 15,000 cubic centimetres, inclusive	4,000 + 21% VAT annually	The service has been cancelled		
Size from 15,001 to 30,000 cubic centimetres, inclusive	7,000 + 21% VAT annually	The service has been cancelled		
Size in excess of 30,001 cubic centimetres	10,000 + 21% VAT annually	The service has been cancelled		



#### **Changes to KB Price List for individuals**

Item in the KB Price List	Price in effect from 1 May 2024	Change		
Credit cards				
Infinite credit card, World Elite credit card				
Transfer of funds from the credit card account to another CZK account	1%	Price change (previously free of charge)		
Cash transactions				
Cash withdrawals				
Cash withdrawal at a branch in the account currency (maximum CZK 50 coins)	125	Price change (previously 100), addition of the quantity of coins		
Cash withdrawal at a branch in a currency other than the account currency (maximum CZK 50 coins)	125	Price change (previously free of charge), addition of the quantity of coins		
Cash withdrawal involving more than CZK 50 <del>100</del> coins	5%, min. 125	Price change (previously 5%, min. 120), change to the quantity of withdrawn coins		
Cash deposits				
Over the counter cash deposit (maximum CZK 50 <del>100</del> coins)	Free	Change to the quantity of deposited coins		
Third-party deposit (maximum CZK 50 <del>100</del> coins) <sup>1)</sup>	5%, min. 125, max. 500	Price change (previously 125), change to the quantity of deposited coins		
Cash deposit of more than CZK 50 <del>100</del> coins-including deposit to a different bank (deposits to a children's account are free of charge)	5%, min. 125	Price change (previously 5% of the total deposited amount, min. 120), change to the quantity of deposited coins, text change		
1) A third party is a person who is not the account holder and is not included among specimen signatures listed for the account into which money is deposited, and does not present a cash slip bearing the business stamp of the holder of the account to which cash is deposited. A third person must pay the fee in cash.				
Other services				
Monthly amount of handled cash <del>ranging from</del> in excess of CZK 2 million <del>to CZK 5 million, inclusive</del>	0.15% <sup>2)</sup>	Price change (previously 0.10%), text change, fee combined with a limit of CZK 5 million		
Over the counter CZK cash deposit into an account at another bank	5%, min. 125	Price change (previously 2%, min. 300)		
CZK cash deposits into accounts maintained by the CNB	5%, min. 125	Price change (previously 2%, min. 300)		

Price change (previously 7%, min. 200)

10%, min. 250

Replacement of sorted CZK banknotes and coins in excess

of 100 banknotes and coins of one nominal value

<sup>2)</sup> In case that the sum of cash transactions completed by the account holder and a third party on all of the client's current accounts exceeds CZK 2 million in a calendar month, cash in the amount from CZK 2 million to CZK 5 million, inclusive, or the equivalent in a following currency will be subject to a 0.15% fee 0.10% in the subsequent month. Cash transactions include deposits and withdrawals made over the counter and using enclosures, night safes, Coin Terminals, and KB bank machines, including cashed cheques.



Item in the KB Price List	Price in effect from 1 May 2024	Change		
Consumer credit				
Personal Loan, Optimal Loan				
Loan application evaluation	8501)	Price change (previously 490¹)		
Other shared items – insurance				
Repayment protection insurance – optional for credit obtained starting on 20 August 2013; <u>cost per person Cost for the first or Single insured person</u> <sup>2)</sup>	0.17% of the value of credit per month	Price change (previously 0.12% per month of the provided loan), the price has been standardized for all insured persons		
Repayment protection insurance – optional for credit obtained starting on 20 August 2013. Price for second to fourth insured person per person <sup>2</sup> )	0.096% of the value of credit per month	Cancelled		

<sup>1)</sup> The fee is only charged if credit is provided.
2) The price includes participation in insurance coverage. It is paid in the form of a lump sum for all insured persons. The first insurance premium payment is paid at the time when credit drawdown begins, whereupon payments are made on a monthly basis throughout the duration of the credit transaction. Not applicable to Blue Loan.