

# Terms and conditions of products and services for natural persons entrepreneurs and legal entities

These Terms and Conditions for Natural Persons Entrepreneurs and Legal Entities (hereinafter the **“Terms and Conditions”**) contain a more detailed regulation of the rights and obligations arising from the Frame Agreement for Products and Services for Natural Persons Entrepreneurs and Legal Entities (hereinafter the **“Frame Agreement”**) and the individual contracts concluded on the basis thereof. You hereby acknowledge that the Frame Agreement and the individual contracts also comprise, as their integral part, our General Business Terms and Conditions, the Payments Execution Rules and the Pricelist of Products and Services for Natural Persons Entrepreneurs and Legal Entities, all the above in addition to these Terms and Conditions. You agree to comply with all the documents specified above.

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## Table of contents

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<b>Chapter 1. General terms.....</b>	1
1. General provisions.....	1
2. Mobile internet banking.....	4
3. Web internet banking.....	5
4. Security principles and liability for damage.....	5
5. Joint provisions.....	8
<b>Chapter 2. Banking products and service.....</b>	8
6. Current accounts.....	8
7. Savings accounts.....	10
8. Debit cards.....	11
9. Attorney and notary escrow account.....	21
<b>Chapter 3. Definitions and final provisions.....</b>	24

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## Chapter 1. General terms

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### 1. General provisions

#### 1.1 Frame Agreement.

Based on the Frame Agreement, you can easily arrange and manage banking products and services for entrepreneurs – in particular, current accounts, savings accounts and debit cards – by means of individual contracts.

By concluding the Frame Agreement, you arrange the terms and conditions under which you can use the following types of internet banking:

- KB+ in the mobile and web applications;
- KB+ Business in the mobile and web applications.

You can use the relevant type of internet banking depending on the content of your plan or, if we allow it, you can activate the relevant service according to the Pricelist.

Based on our current offer, you can arrange and manage other banking products and services not listed in the Terms and Conditions, especially in internet banking, at our branches and via the Contact Centre, to the extent and in the form in which we make them available to you in each given case.

#### 1.2 Depending on our current offer, you can use the internet banking in particular:

- to manage your Frame Agreement;
- to arrange, modify or terminate individual contracts, i.e. use the products and services set out in these Terms and Conditions;
- to arrange, modify or cancel our other products and services, as well as products and services provided by Members of the Bank's Financial Group and by third parties;
- to grant authorisations for your products and services to others and manage these authorisation;
- to communicate with us;
- to sign and send documents;
- to change your contact details and, where applicable, those of company representatives.

The manner of arranging, modifying and cancelling the individual products and services, and their scope and functionalities may differ depending on their nature and the technical possibilities of the type of internet banking used.

1.3 **Individual contracts and confirmations.** We will start providing you with the products and services agreed in individual contracts from the effective date of each respective individual contract. Unless an individual contract stipulates otherwise, it becomes effective at the time of its conclusion.

We will send each individual contract to your Mailbox once it has been concluded. We will also send you, in the same manner, a document attesting to the electronic termination of an individual contract. You are required to check that the details contained in these documents, as well as in the Frame Agreement, correspond to reality and inform us of any discrepancies without undue delay.

1.4 **Method of communication.** We will communicate with you preferentially by electronic means via the Mailbox. We may also communicate with you via the contact email or contact telephone confirmed by you for our communication, unless agreed otherwise. You acknowledge that the choice of a communication channel is up to us. To properly receive messages delivered to your Mailbox, you are required to ensure that you or another authorised person have active access to the documents in internet banking for the entire duration of the Frame Agreement. Should you cease to have active access to internet banking for any reason, you agree to restore it immediately.

You can contact us by email and telephone at our Contact Centre (email: kbplus@kb.cz, tel.: + 420 955 551 505 for calls in the Czech language, and tel.: + 420 955 551 515 for calls in the English language), or at any of our branches, unless specified otherwise in a particular case.

You agree that we may also communicate with you using the confirmed contact details we record for you, the Acting Persons or other authorised persons. We will always communicate through other persons within the scope of the relevant authorisation.

1.5 **Legal actions and Electronic Signature.** Any confirmation, consent or other act of a similar nature made in the internet banking is considered a clear manifestation of your will.

The use of any authorised person's Method provided under a separate frame agreement with the authorised person, or clicking on the relevant confirmation button after the authorised person has logged in to the internet banking, will be deemed to be an Electronic Signature and authorisation of the manifestation of will. If more than one person is required for a particular act, the act is deemed to have been done only once the last of these persons makes the relevant manifestation of will.

If you sign any document using the KB Klíč Method or the Security Password Method, our server certificate will be attached to the electronic document and the document will be signed by means of the "Server Side Signing" service. This ensures that the identity of the acting person and the contents of the legal act are captured, and that the integrity of the records kept in our electronic information system is maintained in objective terms. Our server certificate is attached automatically. Similarly, our server certificate may also be attached if you manifest your will by clicking on the confirmation button.

The data records regarding your legal acts in our system are reliable, kept systematically and sequentially, and are protected against changes<sup>1</sup>.

The above applies analogously to electronic legal acts made by you at our branch or in some other manner agreed with us.

Unless we allow you to follow some other procedure in a particular case, the provisions on the Specimen Signature in the GTC will not apply to legal actions concerning the products and services maintained under these Terms and Conditions.

1.6 **Availability.** You can use the internet banking at any time throughout the week, with the exception of regular downtimes and possible instances of short-term unavailability for technical reasons.

1.7 **Financial overview.** We can display the sum of your income and expenses in your account for a selected period (e.g. daily, monthly and yearly) in the internet banking.

1.8 **Limits.** You can adjust the preset limits for the individual products within the range defined by us. The types of limits can be found in the Payments Execution Rules. Card limits are subject to these Terms and Conditions.

1.9 **Notifications.** You can set up notifications for yourself or for authorised persons regarding individual products and services (e.g. push notifications regarding balance changes in your account) under the conditions specified by us.

<sup>1</sup> Section 562 (2) of Act No. 89/2012 Coll., the Civil Code, as amended

- 1.10 **Mailbox.** "Mailbox" is a reserved space in the internet banking, accessible through the mobile and web applications, intended for our mutual communication. In cases specified by us, it serves especially for the performance of our information obligations, for the delivery, displaying and storage of documents (e.g. contracts, terms and conditions, information overviews, and confirmations) and for sending messages. At the same time, the Mailbox serves for sending other written documents concerning the contractual relationships, including those that may result in their termination or other negative consequences. In addition to the Frame Agreement, individual contracts, other contracts and agreements, and confirmations, the Mailbox also contains all the documents related to the above, including their planned changes. The Mailbox may be divided into different sections according to the types of messages and documents delivered (e.g. the Documents section).
- 1.11 **Permanent data carrier.** The Mailbox or its part, as well as your contact email address, serves as a permanent data carrier. We therefore use the Mailbox or your contact email address to perform our legal obligations. For this reason, you agree to maintain the contact email address available so that we can use it to deliver messages to you, including attachments. At the same time, you acknowledge that certain documents might not be stored permanently in the Mailbox, especially in case of termination of the contractual relationship. If you want to ensure access to the documents without any time limitation, you need to store them on your own permanent data carrier in due time. As a rule, we will inform you of the delivery of a document to the Mailbox immediately during the relevant action or by sending a notice to your contact email address or contact telephone number.
- 1.12 **Prices.** You pay the prices for the arranged products and services according to the applicable Pricelist in the manner and within the time limits specified in the Pricelist and the GTC.
- 1.13 **Plan.** The term "plan" refers to the price for a selected group of products and services that you can arrange according to the Pricelist. A plan is active if you have at least one current account arranged with us. The scope of the products and services that you can arrange within a plan is defined by the level of the selected plan. You can only have one plan active at any point in time, so if you want to use any products and services that are not part of the plan, you need to choose another plan. A plan change may be conditional on the cancellation of certain products or services. The active plan expires upon termination of the last current account or upon cancellation of the plan. If you do not have any active plan, we will charge you the prices of individual products and services according to the Pricelist.
- 1.14 **Reasonable use of products and services.** If we find that the number of products or services in your plan is unreasonably high, we might not allow you to arrange any additional products or services. This is mainly to prevent the misuse of products or services where the number of such products or services per Client is otherwise not limited.
- 1.15 **Authorised persons** If we allow you to do so, you may grant authorisations relating to products specified by you to other persons to the extent you determine. In particular, you can set authorisations within the following scope:
  - passive preview of selected products;
  - active management of funds in selected accounts;
  - payment card administration;
  - administration of authorised persons and the scope of their authorisation;
  - creation of an authorisation role for multilevel and multiple authorisation;
  - authorisation to sign and inspect documentation, etc.

However, the authorised person must communicate to us their consent to the given authorisation; otherwise, we will not accept the authorisation. If we allow you to do so, you can set up a requirement for multiple and multilevel authorisation for the actions of authorised persons.

You may change or revoke the granted authorisations at any time. An authorisation also terminates upon the termination of the product for which it was granted or upon the termination of your Frame Agreement. Unless you determine otherwise, an authorisation does not terminate as of the Decisive Date.

If we allow this, an authorised person may exercise their authorisation analogously at a branch, via the Contact Centre and in their internet banking or in another manner allowed by us.

Unless you determine otherwise, no authorised person has the right to grant authorisation for the given product to another person.

You agree to acquaint the authorised persons with the Terms and Conditions and agree that you and the authorised persons will comply with the Terms and Conditions. Any and all obligations related to the protection of the Security Data and Security Features and Services under these Terms and Conditions against misuse, in particular as specified in Article 4, also apply to the authorised persons who the services you have contracted. Where these Terms and Conditions govern your rights and obligations, this also includes the rights and obligations of the authorised persons within the scope of the services for which you granted authorisation to the relevant authorised persons. We may limit the scope of the services under these Terms and Conditions for which authorisation may be granted.

If you are granted an authorisation relating to a product of another person under this Article, the rights and obligations of the client who has granted you the authorisation will apply to you as the authorised person according to the extent of your authorisation.

The above scope of authorisation must also be set for the Acting Person.

**Other authorised persons.** We are also authorised to allow access to your products to other persons where such a right follows from the law or a court decision (especially insolvency trustees and guardians). You cannot change or revoke the extent and duration of such an authorisation. We are authorised to allow these other persons to exercise the relevant rights at a branch and, as far as this is technically feasible for us, also via the Contact Centre or in the internet banking.

- 1.16 **Restriction of our services.** We have the right to restrict the provision of the products and services under these Terms and Conditions, including their extent, until you have properly identified yourselves under the GTC. Furthermore, we are authorised to restrict your utilisation and use of the products and services if you are in the territory of Iran, North Korea or Syria. In particular, we are authorised not to allow you to use the internet banking services in the web and mobile applications. We will set out the payment restrictions in the Payments Execution Rules. We are authorised not to perform any Orders or other instructions given in these territories and refuse such Orders. Further restrictions following from our sanctions and embargo policy are published at [www.kb.cz/sankce](http://www.kb.cz/sankce).
- 1.17 **Complaints.** You can raise complaints relating to the use of products and services in the KB environment via our Contact Centre.
- 1.18 **Third party access.** In accordance with the applicable legal regulations<sup>2</sup>, we may allow access to a payment account to payment account information service providers, payment initiation service providers and payment card issuers for the purposes of confirming the balance of funds in the payment account. When logging into a third-party application, you will be redirected to our environment where you can authorise an Order or approve the provision of information on payment accounts where you are an authorised person or account holder. This link is valid for up to 180 days and you can remove it at any time in the internet banking.
- 1.19 **Payment account information service.** We will allow access to your payment account to payment account information service providers, who can then communicate information about the payment account to you via the internet.
- 1.20 **Payment initiation service (indirect submission of a payment order).** We will process payment orders submitted to us by a provider of the payment initiation service via the internet in accordance with the Payments Execution Rules.
- 1.21 **Service of balance verification for card issuers.** If a third party authorised to provide this service via the internet sends us a request on your behalf to verify the sufficiency of funds in your payment account for the purposes of verifying the coverage of a card transaction, we will carry out the verification.
- 1.22 **Account access via API.** Once we have allowed you to do so, you or an authorised person may obtain information about your accounts and issued payment cards through our API under the conditions specified by us. The scope of the service can be found on our website at <http://www.kb.cz/api>, on the product sheets of individual services. We have the right to refuse or cancel registration for API access in the event of serious doubts about the third party's credibility.

## 2. Mobile internet banking

- 2.1 **Mobile application.** To activate the mobile internet banking, you need to install the relevant mobile application on your device and log into it in a manner we accept.
- 2.2 **Pairing.** After logging into the mobile internet banking on your device for the first time, the device will be paired automatically with the mobile application and your verified identity. If the pairing fails, you must log in again.
- 2.3 **Use of the mobile application.** For your mobile internet banking, you will use a six-digit mobile application PIN code, which needs to be set when you first launch the mobile application on your device. The mobile application PIN code is necessary, in particular, for logging in, identity verification, authorisation of payment transactions, electronic signatures and other manifestations of will.

Under the conditions specified by us, you can replace your mobile application PIN code with biometric authentication at your operating-system level using fingerprint recognition technology (Touch ID<sup>3</sup> or fingerprint) or some other operating-system level identification and authentication technology that we accept (e.g. Face ID<sup>4</sup> or Face Unlock). In that case, you will use this technology to log in, verify your identity, authorise payment transactions, sign electronically and make other legal actions.

<sup>2</sup> Act No. 370/2017 Coll., on payment systems, as amended.

<sup>3</sup> Touch ID is a trademark of Apple Inc., registered in the U.S. and other countries

<sup>4</sup> Face ID is a trademark of Apple Inc., registered in the U.S. and other countries

2.4 **Unlocking.** If access to the mobile application is blocked on your device (e.g. because you repeatedly enter an incorrect mobile application PIN code), you will need to unlock it. The unlocking procedure can be found below in these Terms and Conditions.

### 3. Web internet banking

3.1 Web application. To activate the web internet banking available on our website, you have to log in using a Method we accept.

3.2 **Use of the web application.** You will need to utilise a Method accepted by us for the use of your web internet banking, especially for logging in, identity verification, authorisation of payment transactions, electronic signatures and other manifestations of will.

3.3 **Unlocking.** If the Method of your choice, without which you cannot log into the web application, is blocked on your device, you will need to unlock it. The unlocking procedure can be found below in these Terms and Conditions.

### 4. Security principles and liability for damage

4.1 **Your prevention obligations.** When using the products and services, especially when logging into the internet banking, authorising payment orders and using Methods, you are required to exercise caution and act in compliance with the security rules set out below, depending on the type of service used and the nature of your Security Data and Security Features.

#### In general, you have the following obligations:

- to read carefully any email and SMS messages we send to you, notifications in the internet banking and other alerts we send to you in order to warn you of current security threats and fraud, and follow our recommendations;
- to monitor regularly, at least once a month, our website at [www.kb.cz/bezpecnost](http://www.kb.cz/bezpecnost), where you will find detailed information on current threats and recommendations for safe behaviour in the use of our services and protection of payment instruments;
- to make only such payments and enter or confirm only such instructions that are based exclusively on your free will and which you have not been induced or coerced to make by any third party, especially under duress or threat;
- to monitor regularly the history of your logins to the internet banking and transaction history, as well as check access to internet banking and the Methods. For maximum security, we recommend that this be done at least once a day.

#### In relation to the Security Features, you have the obligation:

- to protect your computer technology and mobile devices that you use for internet banking or where you have a Method activated against theft or misuse by a third party (e.g. not to leave your unlocked mobile phone or computer unattended);
- to use only your own computer or mobile device to log into internet banking and use banking services;
- to perform in due time the regular updates of mobile and PC applications used in the banking services, and to install and regularly update an antivirus program, operating system and internet browser on your mobile device and computer technology;
- to visit only known websites and refrain from downloading and installing programs from untrusted and unknown sources; to download applications only from official sources (e.g. Google Play, Apple Store, Windows Phone Store);
- not to use computer technology and mobile devices with a modified operating system (e.g. jailbreak, root) and devices which are unknown and untrusted;
- not to open suspicious messages and emails, as well as messages and emails from unknown senders; not to open attachments or files with unknown content; not to click on links in such messages and emails (e.g. emails requesting personal and sensitive data such as One-time Password, passwords, PIN, credit card numbers or other Security Data);
- in case of doubt, to verify that the email or message has indeed been sent by us.

**In relation to Security Data, you have the obligation:**

- not to set or use a PIN code or password that is simple or related to your personal data;
- not to disclose and transfer any Security Data, in particular the password, PIN, One-time Password, one-time code, QR code, identification number, etc. to third parties, either verbally, in writing or via electronic communication;
- not to record the Security Data in an easily recognisable form and not to keep such data in a place where they could be stolen or misused by a third party; not to carry such data and keep them together with the device (e.g., not to leave the Private Key on the computer in a state where the password is entered and the key activated, or the chip card inserted in the chip card reader at a time when you are not using it for the services);
- to prevent your PIN code or browser password from being remembered;
- to reject the request and contact us immediately if you receive a request in the KB Klíč to log in or authorise a transaction that you have not entered (e.g. a request to make a payment or add or replace the mobile device);
- to carefully read all the requests or messages sent to you via KB Klíč, and not to confirm them unless you have entered them yourselves.

**In relation to logging into the internet banking:**

- You need to enter the Security Data for logging into your web internet banking only on the website: <https://login.kb.cz>. Enter this address directly. Do not use any search engines to find it.
- You acknowledge that redirection from PSD2 licensed third-party applications is permitted for access via such applications, but in each case only to the web address set out in the previous indent.
- Always log out of the web internet banking and the relevant applications after using the service.

Breach of your obligations under this article, especially in relation to the Security Data and/or Security Features, is considered gross negligence.

**4.2 Your information obligations.** You are required to inform us without delay and ask us to block access to the internet banking or Methods, or agree with us on further steps, in case of:

- misuse of an application login or other misuse of internet banking;
- fraudulent sending or receiving payments;
- discovery of a loss, theft, misuse or disclosure of your KB Bank Identity, Security Data or Security Features;
- misuse or inaccessibility of the contact email address or telephone number intended for the delivery of One-time Password;
- any other situation that may lead to the misuse of your Method or internet banking;

even if there is a mere suspicion of any of the above situations.

At the same time, you are required to report these facts to the law enforcement authorities.

You may perform your information obligations under these Terms and Conditions vis-a-vis us primarily via the Contact Centre, alternatively through any of our branches or electronically at an address listed on our website.

You acknowledge that you are liable for any damage incurred on our part as a result of breach of your information obligations and that late notification may result in the termination of any claims you may have (e.g. claim for damages or claim arising from an unauthorised or incorrectly executed payment transaction<sup>5</sup>).

**4.3 Additional verification.** For an additional verification with the use of your Method, we may also require your contact telephone number or some other knowledge element, or analyse your behaviour when using the relevant Method, all the above in addition to your identification number, PIN code and other elements.

**4.4 Biometrics on your device.** If you use a fingerprint recognition technology (Touch ID or fingerprint), you must have your biometric data stored only on your device, and you must not allow any third party to add biometric data. The same applies to any other operating-system level identification and authentication technologies that we accept (e.g. Face ID or Face Unlock). We do not have access to these biometric data. You acknowledge that the security of these technologies, which are beyond our control, is dependent on the security of the specific device provided by the manufacturer; by replacing your mobile application PIN code with one of these technologies, you accept the risks involved.

<sup>5</sup> Act No. 370/2017 Coll., on payment systems, as amended.

- 4.5 **Handling of data.** For security reasons, especially with regard to the prevention of potential misuse of the internet banking, we may obtain anonymous data related to your use of this service.
- 4.6 **Protection of your device.** As part of your internet banking login, we process and evaluate data about your device, browser and ongoing connection to identify any signs of malware. The processing is carried out using the ThreatMark Anti-Fraud Suite component provided by ThreatMark s.r.o. (Id. No.: 04222091), which is the processor of your personal data for us. The data are stored for the identification and assessment of any possible threats. For more information on personal data processing, see the Information on Personal Data Processing published for our clients on our website. In accordance with Commission Regulation (EU) 2018/389, we apply a transaction monitoring mechanism to detect unauthorised or fraudulent payment transactions.
- 4.7 **Profile picture.** You can save your own profile picture in the internet banking. However, in such a case, you must ensure that the contents of the picture, its storage or subsequent use in the internet banking do not infringe any third-party rights or violate the applicable legal regulations. You acknowledge that once the picture has been uploaded, we will review it, in particular for defective content, and only then will we approve or reject it. For example, a picture will be considered defective if it contains the image of another person, your personal promotion, copyrighted artwork, or pornographic, sexist, violent, warlike, racist, racially hostile or otherwise inappropriate themes or gestures. We reserve the right to reject the picture or delete it from the internet banking at any time without stating a reason. You acknowledge that our approval of a picture does not release you from the responsibility for the contents or handling of the picture. You are therefore required to indemnify us against any damage arising in connection with the breach of any of your obligations under this Article.
- 4.8 **Liability and exclusions.** We are responsible for the proper performance of our obligations within the meaning of the GTC. We are not liable for any lack of functionality of the internet banking caused by force majeure or a third party (e.g. a third-party program, virus or hardware malfunction) or for cases where the internet banking cannot be used for reasons beyond our control or beyond the control of our partners (e.g. power outage or internet connection failure, strike).
- 4.9 We are not liable for any lack of functionality or misuse of biometric data at the level of the operating system of your device. Further, we are not liable for any lack of functionality or misuse of the means of communication (especially email) or electronic communication networks (e.g. mobile operator networks, Wi-Fi networks, fixed internet connection) used for our mutual communication under the Terms and Conditions insofar as they are not under our direct control. The protection of these services, their functioning and the confidentiality of the messages sent via these services are the responsibility of their providers. We will therefore not be liable for any damage caused to you by such misuse or lack of functionality.
- 4.10 Full functionality of the internet banking is conditional on compliance with the technical criteria set out in the Technical Parameters and on the use of an up-to-date version of the mobile application. You are liable for any damage you or we may incur as a result of non-compliance with these criteria or as a consequence of using an outdated version of the mobile application.
- 4.11 We are not liable for unauthorised or incorrectly executed payment transactions, or for any damage you may have incurred in case of breach of your obligations set out in this Article 4.
- 4.12 When executing Orders and other instructions from you, we are only responsible for data that we have received from you and the receipt of which we have confirmed to you. If you enter duplicate or incorrect data, we will not be liable for any damage you may incur as a result. We will not be liable, either, for any damage incurred as a result of non-execution of an Order or any other instruction made by you for reasons attributable to you (e.g. insufficient funds in your account) or the payee (e.g. termination of the payee's account).
- 4.13 **Access blocking and other measures.** We are authorised to block access to the internet banking in the web and mobile applications, to change or suspend its provision or the provision of our services therein for the necessary period of time, and to block biometric logins or restrict the sending of One-time Passwords and SMS messages if this is necessary for serious, especially security reasons (e.g. in case of suspected unauthorised or fraudulent use or a modified operating system) or in the event of a significantly increased risk of your inability to repay a loan that you are entitled to utilise via Orders entered in the internet banking. We will inform you of this fact and the reasons in advance or, if this is not possible, immediately afterwards, by telephone, email or registered mail, unless this would contradict the legal regulations. Furthermore, we may cancel or block access to the internet banking by your proxies or other persons if it is proven to us beyond doubt that they are no longer authorised to act on your behalf. You agree to co-operate effectively with us in implementing these measures.

Once you become aware that your access to the internet banking has been blocked, you must take whatever steps are necessary to unblock or regain that access.

## 5. Joint provisions

5.1 **Changes to the Terms and Conditions** We may change the Terms and Conditions from time to time. We will inform you of any such change by email in the manner specified in the GTC.

5.2 **Termination of the Frame Agreement.** The Frame Agreement terminates:

- by agreement of the parties;
- by unilateral termination of the Frame Agreement by a notice given by any of the parties in the manner specified in the GTC;
- at any time after the Decisive Date if no individual contract on the basis of the Frame Agreement is recorded any longer;
- on the second Business Day following the day when we reliably learn that a guardian has been appointed for you by means of a final decision;
- by withdrawal from the Frame Agreement under the terms and conditions specified in the GTC;

The Frame Agreement and, if applicable, any individual current account contract concluded on its basis terminate on the 30th calendar day or, if that day is not a Business Day, on the next Business Day, if your proper identification under the GTC is not completed by that day. If, in the case of distance execution of the agreement, your verification is to be carried out by means of the first verification payment, this first payment must be credited from your payment account held with another credit institution to your account maintained by us or to an account that we will notify you of, not later than 14 calendar days after the Frame Agreement has been concluded. If it is not possible to complete your identification by means of a verification payment, if you do not make your first verification payment properly and in time (in particular, if you provide incorrect payment details when making your first payment or if you remit the payment from an account that is not yours) or if your verification has not been agreed by means of a verification payment, your identification must be completed within 30 calendar days of the conclusion of the Frame Agreement at a branch or in another manner accepted by us.

5.3 Your access to the internet banking in the web and mobile applications will also be cancelled along with the Frame Agreement. Any individual contracts, i.e. the products and services arranged on the basis thereof, also terminate with the termination of the Frame Agreement. However, the termination of an individual contract is without prejudice to the continued existence of the Frame Agreement or the continued existence of any other individual contract unless specified otherwise in these Terms and Conditions.

5.4 If the Frame Agreement or an individual contract is terminated unilaterally by notice, we may restrict the provision of products and services under these Terms and Conditions during the notice period, regardless of your plan.

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## Chapter 2. Banking products and services

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### 6. Current accounts

6.1 **Account maintenance – current account.** You can arrange for the maintenance of an account – current account – in the KB environment. A current account is intended for payment transactions. If we allow you to do so, you can choose either an active or a passive access to a current account. Passive access only allows viewing of the account, while active access also makes it possible to enter Orders.

6.2 **Transaction history and statements.** You can display an overview of the transactions in your account (transaction history) in the internet banking. You can display, download and save a statement of transactions settled in your account for the period you select and save it on your device, going back at least 13 months. You can then ask us to issue archive statements. Each transaction which has been settled will be specified in the statement not later than on the Business Day after its settlement. You acknowledge that we are authorised to set the formats available for downloading statements, also depending on your plan. You further acknowledge that it might not be possible to generate some formats for the full 13 months back.

6.3 **Entering Orders.** You can enter Orders in the KB environment under the conditions set out in the Payments Execution Rules, which also include rules for checking and reducing limits. The types of Orders that can be entered and their scope may be limited.

6.4 You are required to check from time to time whether the transaction history displayed corresponds to the Orders entered and whether we executed or refused the Orders you had entered. You must notify us without undue delay of any defects you ascertain in the settlement of Orders and errors or any other discrepancies in the maintenance of your accounts. Late notification may result in the expiry of your claim for damages or claims arising from an unauthorised or incorrectly executed payment transaction<sup>6</sup>.

<sup>6</sup> Act No. 370/2017 Coll., on payment systems, as amended.

6.5 **Multicurrency account** Multicurrency account is a current account with an active multicurrency function. With this function, you can have several subfolders in one current account (with a single account number) for currencies supported by us, i.e. in the currencies given in our list of Exchange Rates, unless this is excluded by the legal regulations or unless we state otherwise in the Payments Execution Rules. The multicurrency function can be used if we make it available to you in your current account. We will inform you of the availability of this function. You can also find information on whether the multicurrency function is active in your internet banking.

The main currency of a multicurrency account is CZK. We charge our prices to the main currency subfolder regardless of the balance in other currency subfolders; therefore, you agree to keep sufficient funds there. You acknowledge that in case of an insufficient balance in the main currency subfolder, we will charge the prices to other currency subfolders using the procedure set out in the Payments Execution Rules.

Each payment in a supported currency, including debit card payments, will be credited or blocked and then posted to the payment currency subfolder. If you do not have such a subfolder yet, it will open automatically. In the case of currencies that we do not support, we will credit or block the payment and then post it to the main currency subfolder.

The general rules for the execution of payments, the settlement of any unauthorised debit balance, and the conversion of currencies in a multicurrency account are governed by the Payments Execution Rules.

The balance converted to the main currency will be considered decisive for the calculation of the amount blocked on the grounds of a debt collection procedure, court injunction or freezing of funds in criminal proceedings in the multicurrency account. The implementation of the above will therefore always take place in the main currency, which cannot be changed during the blocking period.

If you become a Sanctioned Person at any time during the time we maintain a multicurrency account for you, or if any Sanction or similar action is taken against you under the GTC, you acknowledge that we are authorised to block some or all the currency subfolders in your account (including CZK) or deactivate the multicurrency function and maintain the account in CZK only. By blocking some or all of the currency subfolders, we may prevent you from entering and receiving payments in the given currency or in all currencies, and we may stop you from making scheduled or recurring payments (such as standing orders, direct debits and SIPO payments).

If a currency subfolder is blocked in a multicurrency account, we are authorised not to convert an incoming transaction in the blocked currency into another currency and not to credit the transaction to the account, and to return it to the payer's account. If an account is blocked without a multicurrency subfolder enabled, we may convert an incoming transaction that would be subject to any Sanction or similar measure, and thus credit it to the account in the relevant account currency.

We are authorised not to allow settlement carried out in accordance with the Payments Execution Rules from the blocked currency subfolders.

6.6 **Currency of the account balance displayed.** In the internet banking, you can choose which currency from the list of Exchange Rates will be used to display the total balance of a specific multicurrency account. If you do not set the currency to be displayed in the account, we will display the total balance in your account's main currency; in case of migrated accounts, we will set the currency displayed according to the original currency in which the account was maintained. You acknowledge that the total balance displayed and the Overdraft, if arranged, in the currency displayed is indicative only. The balances of the individual currency subfolders are not affected by a change of the currency displayed.

We will convert the balance to the selected currency displayed using the Rate according to Article 21 of the GTC.

A change of the currency displayed will not result in a change of the main currency, the functioning of the account, the execution of payments or the currency of the Overdraft, if provided.

6.7 **Interest scheme.**

We use the following interest scheme for the **accrual of interest on the credit balance** of the current account: year = 360 days / month = actual number of days, for all currency subfolders, except for GBP and PLN, for which we use the following interest scheme: year = 365 days / month = actual number of days per month.

We use the following interest scheme for the **accrual of interest on the debit balance** (Overdraft and unauthorised debit balance): interest scheme: year = 365 (or 366) days / month = actual number of days per month.

6.8 **Customised current account number.** You acknowledge that if you customise your current account number, this number may also be visible to third parties (e.g. the payee). You bear the related responsibility if your sensitive data can be inferred from the account number.

6.9 **Termination of the current account contract.** The current account contract terminates:

- by agreement of the parties;
- by notice given by any of the parties in the manner specified in the GTC; if you intend to terminate the contract unilaterally by notice, you may do so with a notice period of 10 calendar days, even if a debit card has been issued with respect to the account;
- by withdrawal from the contract under the terms and conditions specified in the GTC;
- on the second Business Day following the Decisive Date if there is an unauthorised debit balance in the account as of the Decisive Date or at any time after the occurrence of an unauthorised debit balance after the Decisive Date;
- on the second Business Day following the Decisive Date if the account balance is zero as of the Decisive Date and, at the same time, no payment transactions took place in the account during the last 12 months before the Decisive Date (except for payment of the prices for the bank services provided, payment of withholding tax or the crediting of interest), regardless of any overdraft credit provided with respect to a current account;
- starting with the expiry of three years from the Decisive Date, in each case as of an anniversary of the Decisive Date if, on the day of the anniversary, the account balance is zero or lower than CZK 1,000 or its equivalent in a foreign currency and, at the same time, no payment transactions took place in the account during the last 12 months before the Decisive Date (except for payment of the prices for the bank services provided, payment of withholding tax or the crediting of interest);
- upon termination of the Frame Agreement.

6.10 Unless we allow you to proceed otherwise in a particular case, in case of termination of a multicurrency account, we will settle the balance in the main currency of the account. If we do not allow or if you do not request the settlement of the multicurrency account balance in the relevant foreign currencies, we may convert the balances to the main currency, where the conversion to CZK will be made by means of the "foreign exchange – mid" Rate published by the Czech National Bank as of the date of termination of the account. Unless agreed otherwise, we will proceed in the same manner in case of death, if the multicurrency account is not inherited by any heir and it is expected merely that the account balance will be disbursed to the heirs.

Unless agreed otherwise, in case of termination of an account that is not a multicurrency account, we will settle the balance in the currency of the relevant account. We will convert any debit balance to CZK by means of the "foreign exchange – mid" Rate published by the Czech National Bank as of the date of termination of the account. Unless agreed otherwise, we will proceed in the same way in case of death, if the account is not inherited by any heir and it is expected merely that the account balance will be disbursed to the heirs.

## 7. Savings accounts

7.1 **Account maintenance – savings account.** Once we have allowed you to do so, you will be able to arrange a savings account in CZK in the KB environment; we may make the maintenance of the savings account conditional on the existence of a current account under these Terms and Conditions. Furthermore, we may limit the number of savings accounts you may simultaneously have.

7.2 **Accrual of interest.** All the funds in a savings account, regardless of whether they are allocated to envelopes, will bear interest at the base interest rate specified in the Interest Rates Notice. Interest accrues on a monthly basis. If the savings account terminates during a calendar month, we will credit you with a proportional part of the interest.

7.3 **Interest scheme.** We use the following interest scheme for the accrual of interest on a savings account balance in CZK: year = 360 days / month = actual number of days in the month.

7.4 **Bonus.** In addition to the base interest, you may also earn bonus interest if we provide it for the set period.

The type of bonus, its terms and amount are specified in the Interest Rates Notice for the relevant period; we set the amount as an annual percentage rate. The bonus is calculated from the average monthly balance or the daily balance of the savings account during the set period under the terms and conditions specified in the Interest Rates Notice for the particular bonus. This also applies if you arrange a savings account only during the set period.

We will always credit the bonus to you not later than on the first Business Day after the end of the set period. If you arrange a savings account only during this period, or if the savings account terminates during this period or before the date of crediting the bonus, or if the savings account contract or the Frame Agreement is terminated unilaterally by you, you will receive a proportional part of the bonus.

7.5 **Disposal of the funds.** You can dispose of your savings at any time by means of a cashless transaction, specifically through one-off Orders for a domestic outgoing payment under the conditions set out in the Payments Execution Rules. A savings account is not intended for the performance of other payment transactions. It is not possible to withdraw or deposit cash from/into a savings account.

7.6 **Envelopes.** You can open up to ten savings envelopes in your savings account for any purpose, name them differently and set the target amounts you want to save in them. The name and target amount of an envelope can be changed and the individual envelopes can be cancelled at any time. Funds not deposited in any envelope are recorded in the savings account as unclassified. You can move your savings among the envelopes. The funds from the envelope of your choice will be used preferentially to transfer funds to another account, followed by unclassified funds and, if insufficient, funds from another envelope of your choice.

7.7 **Transaction history and statements.** You can also download the transaction history and save your savings account statement in the same manner as for a current account kept under these Terms and Conditions.

You are required to check from time to time whether the transaction history displayed corresponds to the Orders entered and whether we executed or refused the Orders you had entered. You must notify us without undue delay of any defects you ascertain in the settlement of Orders and errors or any other discrepancies in the maintenance of your accounts. Late notification may result in the expiry of your claim for damages or claims arising from an unauthorised or incorrectly executed payment transaction<sup>7</sup>.

7.8 **Termination of the savings account contract.** The savings account contract terminates:

- by agreement of the parties;
- by notice given by any of the parties in the manner specified in the GTC; if you intend to terminate the contract unilaterally by notice, you may do so with a notice period of 10 calendar days;
- by withdrawal from the contract under the terms and conditions specified in the GTC;
- on the second Business Day following the Decisive Date if there is a debit balance in the account as of the Decisive Date or at any time after the occurrence of a debit balance after the Decisive Date;
- on the second Business Day following the Decisive Date if the account balance is zero and, at the same time, no payment transactions took place in the account during the last 12 months before the Decisive Date (except for payment of the prices for the bank services provided, payment of withholding tax or the crediting of any interest);
- starting with the expiry of three years from the Decisive Date, in each case as of an anniversary of the Decisive Date if, on the day of the anniversary, the account balance is zero or lower than CZK 1,000 or its equivalent in a foreign currency and, at the same time, no payment transactions took place in the account during the last 12 months before the Decisive Date (except for payment of the prices for the bank services provided, payment of withholding tax or the crediting of interest);
- upon termination of the Frame Agreement.

## 8. Debit cards

8.1 **Debit card.** You can arrange a contactless debit card for your current account in the KB environment and use the card to dispose of the funds in your current account. You can arrange the card for yourself or, if we allow you to do so, for a holder you designate. Based on our offer, the card may be issued and used in physical form or without physical form. A card issued without physical form (unless you digitise it) can only be used to pay for goods and services online at merchants.

In addition, we may also allow the person whose name appears on the card to create a digitised form of a card with or without physical form, using third-party services (e.g., Apple Pay<sup>8</sup>, Google Pay<sup>9</sup>, Garmin Pay<sup>10</sup>). A digitised card then enables contactless payments, contactless cash withdrawals and deposits at ATMs and online payments for goods and services at merchants that support this service. It cannot be used for written or telephone orders of goods and services, for Payments to a Card and Express Payments to a Card or as a guarantee for hotel or car rental bookings, or for other types of transactions without the presence of the person whose name appears on the card.

Unless the nature of the card indicates or we state otherwise, all of the following provisions apply to all three forms of a card.

<sup>7</sup> Act No. 370/2017 Coll., on payment systems, as amended.

<sup>8</sup> Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries

<sup>9</sup> Google Pay is a trademark of Google LLC

<sup>10</sup> Garmin Pay™ is a trademark of Garmin Ltd.

8.2 **Holder and holder's authorisation.** You or the person whom you allow to use a debit card and whose name appears on the card is deemed the card holder. By arranging a card for a holder other than you, you represent that you have all necessary consents from that holder, including primarily consent to the transfer of their identification details. If we are unable to properly identify the holder<sup>11</sup> or if the details we have on record about the holder do not match the details you provided, we will not issue the card. The range of holders may be limited for some current accounts.

Your rights and obligations will apply analogously to the holder, and you agree that the holder will become familiar and comply with these Terms and Conditions and the other integral parts of the Frame Agreement. You must inform the holder that by activating the card, they express their consent to the above.

A holder other than you may view and operate the debit card, especially in their internet banking, and create a digitised form of the card. You acknowledge that we are authorised to disclose to the holder your name and surname, and the account number, including any customised name of the account for which the card is provided. Furthermore, you acknowledge that in the KB+ internet banking, the holder may display and, if appropriate, copy the entire payment card number and the CVV/CVC security code, and display the PIN code of the card under the conditions set out by us.

The holder may also change their identification details, mailing address and PIN code, request a duplicate card, request an early renewed card, lock and block the card, refuse its automatic renewal and file complaints regarding transactions made with the card, and if we allow it, request a new card after we have permanently blocked the existing one.

You acknowledge that some services for card holders are subject to a fee according to the Pricelist, paid from your current account.

8.3 **Debit card PIN code.** Only the person whose name appears on the card is authorised to set, accept, display or change the four-digit PIN code for a debit card. Representation by a proxy is not possible. The card's PIN code is assigned by us as part of arranging the card and it can be changed at selected ATMs. The PIN code can only be displayed in the internet banking. You therefore acknowledge that the PIN code cannot be viewed without access by the person whose name appears on the card to their own internet banking.

8.4 **Debit card acceptance.** We will deliver a debit card in physical form to the address agreed for the card. The last address recorded for the card will be used to deliver an additional card. You and the holder can change the address for the delivery of the card under the conditions specified by us. We normally deliver cards to addresses in the Czech Republic or outside the Czech Republic, under the conditions specified by us.

A card without physical form is deemed automatically accepted when displayed in the KB+ internet banking.

If a card in physical form is not accepted within 180 calendar days after it was sent by post, we are authorised to block the card permanently unless at least its digitised form is activated by that time. We are authorised to permanently block a card without physical form, if it is not activated by that time at least in its digitised form. We are authorised to permanently block a card without physical form, if it is not accepted, and thus activated, within 180 calendar days of its arrangement unless at least its digitised form is activated by that time. If a card is not accepted, we may destroy the card and invalidate the PIN code and charge you for any costs.

8.5 **Damaged or undelivered debit card.** Immediately upon receipt of a consignment containing a debit card, you or the holder, as appropriate, are required to check the consignment for any damage. If any damage is found, both you and the holder have the right to request a new card. If the consignment is damaged or has not been delivered within 10 Business Days of the date of arrangement of the card, you need to contact KB Card Support.

8.6 **Debit card activation and digitisation.** A debit card can only be used in a certain form if the given form has been activated. A card can only be activated by the person whose name appears on the card. The Holder is not authorised to use the card before its activation. The activation of the digitised form means its digitisation; hence, where these Terms and Conditions refer to activation, they also refer to digitisation, as appropriate. A card in physical form can be activated by executing a successful transaction confirmed online by the PIN code, where the card is inserted into a payment terminal / ATM:

- by payment at a store;
- by cash withdrawal at any ATM;
- by cash deposit at KB's ATMs;
- by an activation transaction at KB's ATMs (without cash withdrawal) via the Card Activation option; or
- by renewing the KB Klíč and/or password at KB's ATMs.

A Deposit Card can only be activated by means of an activation transaction at KB's ATM or by depositing cash at KB's ATM.

<sup>11</sup> E.g. Act No. 253/2008 Coll., on certain measures against legalising the proceeds of crime and financing of terrorism, as amended (the AML Act)

A card can also be activated in the KB+ internet banking under the conditions specified by us. However, in order to pay with a card in physical form via contactless transactions, the card must be activated as described in the previous paragraph. If you activate the card in the KB+ internet banking, you undertake to have the card on your person. If you do not have it on your person, you become responsible for the risks associated with its use once you activate it.

A digitised card can be created based on a valid and unlocked card, whether arranged in physical form or without physical form, within third-party services, either through third-party applications (e.g. Wallet in Apple Pay or Google Pay), where you need to select the option to add a new card on the device they support, or if we allow this, in the internet banking, both under the conditions specified by us. One card can be used to create multiple digitised cards on different devices. Which third-party application can be used to digitise a card on a particular device may be subject to various conditions (e.g. digitisation using the Wallet application in iOS cannot be done on Android devices). Within third-party services, a digitised card is created only after these Terms and Conditions and third-party terms and conditions have been repeatedly approved, and after the subsequent verification of you or the holder in the internet banking or via a One-time Password designed for the digitisation of the card. We cannot influence the procedure of adding or withdrawing a card using third-party applications in any way. These third parties reserve the right to change the system requirements and the terms and conditions of their services, and determine their scope in the future. We are therefore not responsible for software updates, outages and notifications of these services or for the compatibility of the device used. If a card in physical form is not activated within 180 calendar days after it was sent by post, the card, including any additional services, will expire unless at least its digitised form is activated by that time. A card without physical form will expire if it is not activated within 180 calendar days of its arrangement unless at least its digitised form is activated by that time. If a card is not activated, we may charge you for any costs. A card cannot be digitised if it is locked or has expired.

- 8.7 **Debit card validity.** Only a valid debit card can be used. A card is valid no longer than until the last day of the given month and year indicated on the card. However, a card may expire earlier, at the time of activation of a renewed card, upon expiry of the time limit for the acceptance or activation of the card to no effect, or by permanent blocking or cancellation of the card.
- 8.8 **Renewed debit card.** We will automatically renew a debit card before the expiry date indicated on the card by issuing a new card with a new expiry date. If, prior to renewal, the card has been created to your own design or a design chosen from our offer, we will provide you with a new card with the latest design chosen we have available at the time of the new card's production. However, we need not renew a card that has not been used in the last 12 months before expiry. If the original card was also created in digitised form, the latter will be automatically transferred to the renewed card, unless the Card Company has changed. In that case, the number of the digitised card will not change.  
Not later than by the 20th calendar day of the penultimate month of its validity, you and the holder may change the address for the delivery of the renewed card, change the selected design or cancel the card's automatic renewal. If we are requested to cancel the renewal after the stated period, we will be entitled to charge you for any costs associated with providing the renewed card to you in the manner set out in these Terms and Conditions.
- 8.9 **Debit card parameters.** Once a card has been arranged, you or the holder can change the preset functionalities and parameters of the card in the KB environment, in the manner and to the extent allowed by us.
- 8.10 **Debit card design.** If we allow this, a debit card can be created with a design according to our current offer. You acknowledge that we may refuse to allow the selection of a card design without giving a reason, or provide a card with a different design than the one you originally selected at any time before the card's expiry date, and permanently block the existing card, in particular if the licence for the chosen design from our offer has expired. If you use your own design of a card where possible, you are liable for any damage resulting especially from copyright infringement. We reserve the right to determine the design of the renewed card.
- 8.11 **Debit card type.** We reserve the right to change the type and the Card Company for any debit card arranged by you.
- 8.12 **Card limits.** You can change the preset daily limits for card transactions on your debit card (i.e. the limits for card payments at a brick-and-mortar merchant or online and for cash withdrawals via an ATM), even if the card was arranged for another holder. The holder is not authorised to change the card limits. Cash deposits via an ATM and incoming credit transactions do not affect the limit.
- 8.13 **Online payments.** You or the holder may turn off and on the option of paying for goods and services online on the internet at any time with respect to a debit card that supports this feature.

**Click to Pay.** The holder may add selected cards to the Click to Pay service provided by the Card Companies under the terms and conditions specified by us and the Card Companies. Cards can be added to Click to Pay (service registration) using the KB+ internet banking, and through Card Companies or co-operating merchants. The providers of this service (Card Companies) reserve the right to change the system requirements for their service and to determine its scope in the future. We are therefore not responsible for any software updates, outages and notifications of this service.

**Registration for the Click to Pay service and card administration in Click to Pay.** The card holder may register their card for Click to Pay. By registering for Click to Pay, the holder creates a Click to Pay profile and acknowledges the transfer of the personal data provided in the profile to the Card Companies, including updates, and enters their email and telephone number.

When registering, the holder is required to use only a valid email address and telephone number that are owned by the holder and under their exclusive control. The holder is responsible for checking and updating their email address and mobile telephone number registered for Click to Pay. By registering a card for Click to Pay, the card holder represents that they are the holder and authorised user of the card.

As a Click to Pay user, the holder is required to keep their details up to date so that the Card Companies are able to ensure the smooth operation of payments via Click to Pay.

Any changes made by the holder to these details in the Click to Pay profile will be automatically sent to the Card Company in order to keep the profile up-to-date and to ensure that payments can be made via Click to Pay.

If the card holder does not wish the Card Companies to continue to maintain or update the card details, the card can be removed from Click to Pay at any time in the KB+ internet banking on the card details page.

If the card holder adds VISA or Mastercard cards to Click to Pay using KB+ internet banking, this will be considered a service provided by VISA Europe Limited or Mastercard Europe SA, as appropriate. Only cards that we display in the KB+ internet banking can be added in this way.

**Payments via Click to Pay.** The Click to Pay options must be selected on the merchant's payment methods page in order to make use of the Click to Pay service for an online payment. The holder will then be asked to enter their email address they used to register for Click to Pay.

After entering this email address, a one-time code will be sent to the holder via SMS or email; the holder must then also enter the code.

Once the card holder has been successfully authenticated, a list of their cards registered for Click to Pay will be displayed and the card holder will select the card they wish to use for the payment. A standard authorisation of the payment transaction will then be required.

If the holder is offered the option to check "remember card for next payment", select the "stay logged in" function, or choose a similar option, the fields in the form will be automatically filled in next time, and the holder will no longer receive a one-time code via SMS. If the holder pays via a device that can be accessed by several persons (shared device), the holder must never select this functionality for security reasons.

- 8.14 **Temporary debit card locking.** Both you and the holder may temporarily lock a debit card for all Online Transactions, but not Offline Transactions. If you lock a card in physical form or without physical form, its digitised form will also be locked automatically. However, if the digitised form is locked (if we allow you to do so), any different form of the card will not be locked automatically. The card stays locked until you unlock it. Locking a card does not constitute its temporary or permanent blocking.
- 8.15 **Temporary debit card blocking.** We may block a debit card, or only its digitised form, even without your consent if this is necessary due to serious, especially security reasons. We will inform you or the holder of the blocking of the card and the reasons for doing so in advance or, where this is not possible, immediately afterwards, using either the contact telephone number or another telephone number arranged for the card. If the security risk ceases to exist, we will unblock the card (temporary blocking) or we will block it permanently (permanent blocking).
- 8.16 **Permanent debit card blocking.** Permanent blocking of a debit card means a process where the card is placed on a "stoplist", i.e. a list of debit cards, which may no longer be used for any transaction. The card is permanently blocked from the moment we confirm this to you or the holder. Upon request, we will issue a confirmation of the date and time of permanent blocking. Permanent blocking is irrevocable and you may thus no longer use the card. You can then arrange for a new card.

8.17 **Limitation of services and Card Companies' services.** We have the right, at any time, to change or cancel the settings of the debit card parameters or to change, suspend, delay or cancel any service provided in connection with a card or to restrict the use of a card, in particular for technical and security reasons. We may proceed analogously if a Sanction or similar measure is applied under the GTC against you or the debit card holder.

You acknowledge that if your card includes any services or benefits that are not provided by us but, for example, by the Card Companies, we are not responsible for their offer and content.

8.18 **Your obligations in handling your debit card.** Your debit card is our exclusive property and neither you nor the holder has therefore the right to change, modify or make copies of the card in any way. As the card is non-transferable, you agree that it will be used only by you or, in the case of a card arranged for another holder, by that holder. Together with the holder, you are responsible for ensuring that the card is used in accordance with the legal regulations applicable at the place of use. You agree to use the card in accordance with the Terms and Conditions.

You further agree to draw funds through the card only up to the amount that does not exceed the balance or the amount of any overdraft arranged for your account.

After expiry of a card in physical form, you must ensure without delay that the card is destroyed by cutting through the chip and magnetic stripe, or return it to a branch. Any other conduct represents a material breach of contract and you will be liable for any misuse of the card, for any transactions posted and for any resulting damage.

8.19 **Your security obligations.** The provisions of Article 4 of these Terms and Conditions also apply analogously in relation to debit cards.

**In relation to the Security Features, both you and the Holder also have the obligation:**

- to protect your debit card at all times. In particular, you must store it in a safe place to prevent its loss, theft, misuse or some other unauthorised use, and mechanical damage or magnetisation. To this end, you must regularly check your account transaction history for all transactions made with the card. If you suspect any misuse, theft, loss or some other unauthorised use, you must block the card permanently without delay via KB Card Support.
- to protect your device through which you can make card payment transactions or card-related transactions, or which may also serve as an authorisation element (e.g. if a digitised card is used or a card transaction authorised). You must protect your device against loss, theft, misuse or some other unauthorised use, such as the transfer of login or card details to a third party or the transfer of an application (in particular KB Klič or KB+) to a device that is not under your sole control.

**In relation to the Security Data, both you and the Holder also have the obligation:**

- to protect your PIN, password, One-time Password, or another authorisation element. In particular, you must not have it written on your card or otherwise marked or stored, either together with your card or elsewhere.
- to protect your card number, information on the card's expiry date and the card security code. You must not disclose, send or show these details to anyone, even when you are entering these details, except for payments made by you at merchants, and you are not released from the obligation to handle the card securely and to verify the merchant or payment gateway provider before making a transaction. We therefore recommend that you only conduct card transactions with verified and well-known merchants. Should we ask you for your card number, we will only ever ask for the first and last four digits. Never disclose the whole card number to anyone.

8.20 **Your information obligations.** You and the holder are required to inform us without delay via KB Card Support of any loss, theft, misuse or unauthorised use of your debit card, PIN code, password, code designed for the digitisation of the card or for the authorisation of online transactions, your device or other authorisation feature, or the threat of such misuse or unauthorised use. At the same time, you need to advise us of the card type and part of the card number, the name and address of the person whose name appears on the card, and all the circumstances of this fact. When abroad, you can also ask another bank for help. A third party can also make the notification for you.

You must notify us of this fact immediately after it has been ascertained. If you fail to comply with this obligation, you will be liable for any damage under these Terms and Conditions.

Once this fact has been reported, we will permanently block all the affected cards, including digitised cards.

8.21 **ATM debit card retention.** If your debit card is retained at an ATM, you or the holder must contact our KB Card Support without delay.

8.22 **Card transactions and their authorisation.** Various types of transactions can be executed using a debit card. In particular, you can pay with your card at a brick-and-mortar merchant and online, and also deposit and withdraw cash at an ATM. The execution of certain types of transactions may be limited or conditional on the card settings, especially for security reasons. You can find the card transactions you have executed in your transaction history and on your account statements. The holder will find the transactions made with the card they hold in their own transaction history. Once a transaction is correctly authorised, it cannot be reversed.

For a card transaction to be processed, it must be correctly authorised. The authorisation method depends on the type of transaction and the method supported by the particular merchant. A card transaction can be authorised primarily by entering the correct PIN code, by unlocking or lighting the device screen in case of payment with one of the types of digitised cards or by tapping the card at a payment terminal or ATM.

Transactions without the presence of a card (e.g. on the internet) are authorised by entering the required data at the merchant's internet gateway or by transmitting the required data to the merchant, usually with a subsequent confirmation (verification) with KB Klíč or another Method in combination with the entry of a One-time Password designed to authorise online transactions. If you enter and authorise the entire transaction via a mobile device (e.g. you are shopping at a merchant via a mobile device), you may need to return to the merchant's website after confirmation (verification) in order to successfully complete the transaction; otherwise the transaction will not be completed. If the device in question is not connected to the internet, the transaction will be authorised by a colour code instead of one of the above Methods.

Some transactions without the presence of a card can also be carried out if they are not authorised by two-factor (strong) authentication.

8.23 **Blocking of funds in the account.** We approve most card transactions before they are posted. For transactions that we do not learn about immediately (most Offline Transactions), it holds that we do not approve them and only post them when the merchant's bank sends them to us and asks us to post them.

Once a transaction has been successfully authorised, we will block the funds in your account and thus reduce the available account balance. This amount will be blocked until we post the transaction or until we lift the block. A transaction can be posted even after the block has been lifted if we are asked to post it after the blocking period has expired. In all cases, the final amount posted may differ from the amount blocked. The transaction is "pending" during the time when the funds in the account are blocked. Once a transaction has been successfully authorised and the relevant amount in your account has been blocked, the bank is generally not authorised to lift the block, and if you disagree with its blocking, you need to wait for the transaction to be posted and then file a complaint.

If the account currency is the same as the transaction currency, we will block funds in your account in the same amount as the transaction amount. However, if the currency of the transaction differs from the account currency, we will block funds in your account in an amount calculated in accordance with the following currency conversion rules:

- if the transaction is international and the account is in CZK, the amount to be blocked in the account will be determined by converting the original transaction amount into CZK at the Card Company's exchange rate;
- if the account is in a foreign currency, the amount to be blocked in the account will be determined by converting the original transaction amount into CZK at the Card Company's rate, and then converting the amount from CZK into the account currency at the current "foreign exchange – buy" Rate;
- for transactions in CZK relating to an account in a foreign currency, the amount to be blocked in the account will be determined by converting the CZK amount into the foreign currency at the current "foreign exchange – buy" Rate;

In the case of a multicurrency account, it holds that if the transaction currency is a currency we support (we are able to open a subfolder in the transaction currency), we will block funds in the corresponding currency subfolder in the same amount as the transaction amount. However, if the transaction currency is a currency we do not support (we cannot open a subfolder in the transaction currency), we will block funds in the subfolder with the main currency in an amount calculated according to the following currency conversion rules:

- if the transaction is international and the main account currency is CZK, the amount to be blocked will be determined by converting the original transaction amount into CZK at the Card Company's rate;
- if the main currency account is other than CZK, the amount to be blocked in the account will be determined by converting the original transaction amount into CZK at the Card Company's rate, and then converting the amount from CZK into the main account currency at the current "foreign exchange – buy" Rate;

For transactions that are to be approved by us, changes to the current balance of the account are usually reflected immediately. For transactions where funds are not blocked (most Offline Transactions), the account balance is only reduced when the transactions are posted. You acknowledge that for technical reasons, the card transactions executed need not be immediately reflected in the account balance displayed.

8.24 **Posting of card transactions.** We post transactions that we receive for processing from or for the benefit of your account each Business Day. The posting time depends on the submission of the relevant documents from the merchant's bank; we are therefore unable to influence or avoid the posting of the transaction. Thus, late posting of a transaction cannot be the only reason for filing a complaint.

If the account currency is the same as the transaction currency, we will post funds to your account in the same amount as the transaction amount. However, if the currency of the transaction differs from the account currency, we will post funds to your account in an amount calculated in accordance with the following currency conversion rules:

In the case of international clearing transactions, the conversion is made at the Card Company's rate into EUR only if the transaction is made in EUR; there is no conversion at the Card Company's rate:

- if the account is in CZK, the amount in EUR from the Card Company will be converted into CZK at the "foreign exchange – sell" Rate valid primarily at the time of processing the transaction, or at the Rate valid on the previous working day, and the resulting amount will be posted to your account;
- if the account is in EUR, the amount in EUR will be posted to your account at the Card Company's rate;
- if the account is in a foreign currency other than EUR, the amount in EUR from the Card Company will be converted into CZK at the "foreign exchange – sell" Rate valid at the time of processing; this amount in CZK will then be converted into the account currency at the "foreign exchange – buy" Rate valid primarily at the time of posting the transaction, or at the Rate valid on the previous working day, and the resulting amount will be posted to your account.

In the case of transactions in CZK from domestic clearance in relation to an account in a foreign currency, the transactions will be posted to your account at the "foreign exchange – buy" Rate valid at the time of processing. In the case of deposit transactions in CZK to a foreign currency account, the amount will be converted into the Account currency at the KB "foreign exchange – sell" rate.

In the case of a multicurrency account, it holds that if the transaction currency is a currency we support (we are able to open a subfolder in the transaction currency), we will post funds to the corresponding currency subfolder in the same amount as the transaction amount. We will subsequently adjust such currency subfolder, if appropriate, in accordance with the Payments Execution Rules. However, if the transaction currency is a currency we do not support (we cannot open a subfolder in the transaction currency), we will post funds to the subfolder with the main currency in an amount calculated according to the following currency conversion rules.

In the case of transactions in a multicurrency account following from the international clearing, the conversion is made at the Card Company's rate to EUR only if the transaction is made in EUR; there is no conversion at the Card Company's rate:

- if the main account currency is CZK, the amount in EUR from the Card Company will be converted into CZK at the "foreign exchange – sell" Rate valid at the time of processing the transaction, or at the Rate valid on the previous working day, and the resulting amount will be posted to the subfolder with the main account currency.

Information on the differences between our selected exchange Rates and the European Central Bank's reference exchange rates, expressed as a percentage, can be found under the KB Exchange Rates on our website. In defined cases<sup>12</sup>, we will inform you of these differences free of charge electronically via the internet banking. You have the option to reject the receipt of this information.

8.25 **Cash Deposit at ATM service.** A service based on which you can use a debit card or Deposit Card to deposit banknotes (not coins) in CZK into the account for which the card was provided, at a KB deposit ATM and at an ATM in the Shared ATM Network. The transaction is authorised by entering the correct PIN code.

A maximum of 200 banknotes with a total value of CZK 300,000 can be deposited at a KB deposit ATM and at an ATM of the Shared ATM Network within one deposit; if the limit is exceeded, the transaction will not be processed. Banknotes will be checked by the deposit ATM after insertion. If they cannot be accepted, the deposit ATM will return them (e.g. if they are unrecognisable, invalid or in a foreign currency) or retain them if they are suspicious. Returned banknotes may also be drawn back if they are not removed in time. If banknotes are drawn back or if the deposit ATM operates in a non-standard way, you need to contact KB Card Support without delay.

<sup>12</sup> Regulation (EU) 2021/1230 of the European Parliament and of the Council, as amended

Information on the number of banknotes inserted or retained and the amount deposited will be displayed on the deposit ATM screen and/or on the receipt.

If the account currency is CZK, we will credit your account with the same amount as the transaction amount. However, if the account currency is other than CZK, we will credit your account with an amount converted at the "foreign exchange – sell" Rate valid at the time of processing.

In the case of a multicurrency account, we will credit the funds in CZK in the same amount as the transaction amount.

**8.26 Payment to a Card and Express Payment to a Card service.** You can use selected debit cards to accept incoming transactions for the benefit of the account for which the card was issued, up to the limit set by the Card Companies; outgoing transactions are not possible. The service provider or other payer can remit a payment to you through their bank, which supports these transactions, based on the card details you provide. The functioning of these services may be subject to the authorisation of online payments with the card in question. Because the payer needs to know your full card number to use these services, we recommend that you only use them with third parties you consider trustworthy.

Express Payment to a Card means a payment that is marked as such and sent for processing by the originator of the payment order (payer) or a payment with respect to which the payer states that it will be credited to your account via a card without delay after the payment order is placed.

We will credit your account with an amount remitted within the Payment to a Card service on the same Business Day as we receive it for processing. We will credit your account with an amount remitted within the Express Payment to a Card service without delay after we authorise it, but not later than 30 minutes after it was sent.

- If the account currency is the same as the transaction currency, we will credit your account with funds in the same amount as the transaction amount. If the currency of the transaction differs from the account currency, we will credit your account with funds in an amount calculated in accordance with the following currency conversion rules:
- if the account is in CZK and the currency of the transaction is a foreign currency, in the case of the Payment to a Card service, the transaction will be converted into EUR at the Card Company's rate and then converted into the currency of the account at the "foreign exchange – buy" Rate, and in the case of the Express Payment to a Card service, the transaction will be converted into the currency of the account at the "foreign exchange – buy" Rate or to CZK at the Card Company's rate if the currency of the transaction is not included in the KB Exchange Rates;
- if the account is in EUR and the currency of the transaction is CZK, in the case of the Payment to a Card service, the transaction will be converted into EUR at the "foreign exchange rate – sell" Rate for domestic clearing and at the Card Company's exchange rate for international clearing, and in the case of the Express Payment to a Card service, the transaction will be converted at the "foreign exchange – sell" Rate;
- if the account is in EUR and the currency of the transaction is a foreign currency other than EUR, in the case of the Payment to a Card service, the transaction will be converted into EUR at the Card Company's rate, and in the case of the Express Payment to a Card service, the transaction will be converted into CZK at the "foreign exchange – buy" Rate and then at the "foreign exchange – sell" Rate or at the Card Company's rate into CZK and then at the "foreign exchange – sell" Rate if the currency of the transaction is not included in the KB Exchange Rates;
- if the account is in a foreign currency other than EUR and the currency of the transaction is CZK, in the case of the Payment to a Card service, the transaction will be converted to EUR at the "foreign exchange rate – sell" Rate for domestic clearing and at the Card Company's exchange rate for international clearing, and then it will be converted to CZK at the "foreign exchange – buy" Rate, and then to the account currency at the "foreign exchange – sell" Rate, and in the case of the Express Payment to a Card service, the transaction will be converted at the "foreign exchange – sell" Rate;
- if the account is in a foreign currency other than EUR and the currency of the transaction is another foreign currency, in the case of the Payment to a Card service, the transaction will be converted into EUR at the Card Company's rate, and then it will be converted to CZK at the "foreign exchange – buy" Rate, and then to the account currency at the "foreign exchange – sell" Rate, and in the case of the Express Payment to a Card service, the transaction will be converted at the "foreign exchange – buy" Rate, and then at the "foreign exchange – sell" Rate or at the Card Company's rate into CZK and then [to the account currency] at the "foreign exchange – sell" Rate if the currency of the transaction is not included in the KB Exchange Rates;

In the case of a multicurrency account, it holds that if the transaction currency is a currency we support, we will credit your account with funds in the same amount as the transaction amount. However, if the transaction currency is a currency we do not support, we will credit funds to the subfolder with the main currency in an amount calculated according to the following currency conversion rules:

- if the main account currency is CZK and the currency of the transaction is a foreign currency, in the case of the Payment to a Card service, the transaction will be converted into EUR at the Card Company's rate and then converted into CZK at the "foreign exchange – buy" Rate, and in the case of the Express Payment to a Card service, the transaction will be converted into CZK at the "foreign exchange – buy" Rate or into CZK at the Card Company's rate, if the currency of the transaction is not included in the KB Exchange Rates;
- if the main account currency is EUR and the currency of the transaction is another foreign currency, in the case of the Payment to a Card service, the transaction will be converted into EUR at the Card Company's rate, and in the case of the Express Payment to a Card service, the transaction will be converted at the "foreign exchange – buy" Rate, and then at the "foreign exchange – sell" Rate or at the Card Company's rate into CZK and then [to the account currency] at the "foreign exchange – sell" Rate if the currency of the transaction is not included in the KB Exchange Rates;
- if the main account currency is a foreign currency other than EUR and the currency of the transaction is another foreign currency, in the case of the Payment to a Card service, the transaction will be converted into EUR at the Card Company's rate, and then it will be converted into CZK at the "foreign exchange – buy" Rate, and then into the main account currency at the "foreign exchange – sell" Rate, and in the case of the Express Payment to a Card service, the transaction will be converted into CZK at the "foreign exchange – buy" Rate, and then at the "foreign exchange – sell" Rate into the main account currency, or at the Card Company's rate into CZK and then at the "foreign exchange – sell" Rate into the main account currency if the currency of the transaction is not included in the KB Exchange Rates.

8.27 **Posting to your account.** We are authorised to post all transactions made with a debit card and the related fees and charges to your account. We will post a card transaction even if it is received for posting after the card has been cancelled. At the same time, we have the right to charge your account for all costs and damage caused to us by any breach of legal or contractual obligations, whether by you or the holder. Depending on the merchant, transactions that recur regularly in the same amount may also be automatically posted in the case of a renewed card. We will also post to your account any fees that a merchant or ATM operator may charge for a payment or cash withdrawal abroad, which we cannot control or dispute.

8.28 **Restrictions on transactions.** We are authorised to restrict or reject certain types of transactions or the execution of certain types of card operations according to the debit card settings or if this is required for serious, especially security reasons. Furthermore, we are authorised to refuse online transactions at a merchant where the transaction has not been two-factor authenticated<sup>13</sup>. We do not examine the legitimacy of the transactions executed.

8.29 **Card transaction complaints.** If you disagree with the amount charged for a card transaction or the price charged for a card service, you have the right to file a complaint. You need to file such a complaint in the internet banking, if we allow you to do so, or contact KB Card Support, both without undue delay, but not later than within 30 Business Days of the time when the disputed transaction was posted to your account or the posted price was displayed in the transaction history, regardless of when it was actually discovered. Complaints concerning card transactions are governed by our Complaint Rules unless specified otherwise in these Terms and Conditions.

When filing complaints concerning unauthorised payment transactions, we proceed pursuant to the Payment Systems Act<sup>14</sup> and in accordance with the relevant provisions of the Payments Execution Rules.

Complaints regarding card payments for goods or services via the internet or at a merchant have to be addressed directly to the merchant. Only if the merchant fails to co-operate, can you file a complaint within 30 Business Days from the date of the agreed (expected) date of delivery of the goods or provision of services. This type of complaint and the time limits for its resolution are governed exclusively by the rules of the Card Companies effective at the time of commencement of the complaint procedure (the Payment Systems Act<sup>15</sup> is not applicable).

If the complaint concerns transactions made in the business network of other financial institutions or abroad or the related fees, the complaint procedure and the time limits for the resolution of the complaint will also be governed by the rules of the Card Companies effective at the time of commencement of the complaint procedure.

<sup>13</sup> within the meaning of the applicable European regulation

<sup>14</sup> Act No. 370/2017 Coll., on payment systems, as amended.

<sup>15</sup> Act No. 370/2017 Coll., on payment systems, as amended.

8.30 **Your collaboration.** We will need sufficient information to investigate your complaint properly. You therefore agree to co-operate with us in the resolution of your complaint and provide us with the necessary collaboration, and also ensure the holder's collaboration, if need be. In particular, you must submit all the underlying documents for the relevant transaction and provide your contact details. You are required to submit, at our request, information or documents necessary for the assessment of the complaint, not later than within 10 calendar days of the delivery of the request. Failure to provide this information may result in termination of the complaint procedure on the grounds of non-compliance with the Card Companies' rules.

8.31 **Resolution of a complaint.** We will respond to a complaint within 15 Business Days, or within 35 Business Days if the resolution of the complaint is affected by third-party rules, always after having received all the necessary underlying documents. Complaints regarding card payments for goods or services will only be closed based on the result of the complaint procedure with the merchant's bank where the transaction was executed.

If we consider the complaint well-founded, we will credit the corresponding funds back to your account. You acknowledge that in the case of a multicurrency account, we will always credit the funds back to the main currency subfolder. If the currency of the transaction was not the same as the main currency, the amount converted into the main currency will be credited to the account according to the currency conversion rules for posting card transactions set out in these Terms and Conditions, using the exchange rate applicable at the time of processing of the relevant transaction (not at the time the funds are credited back to the account). However, if the subsequent investigation reveals that the complaint was unfounded, we reserve the right to again deduct the refunded amount from your account.

8.32 **Liability and exclusions.** We are liable for unauthorised and incorrectly executed card transactions according to the Payments Execution Rules. We are also liable for any damage caused by unauthorised transactions, resulting from an unauthorised use of a debit card after its loss, theft, misuse or suspected unauthorised use has been notified, provided that the notification was made in accordance with these Terms and Conditions. However, if the time of execution of the transaction cannot be determined, we are liable for the damage only from the day following the date on which the notification was made. Furthermore, we are liable for any damage caused by unauthorised transactions made by contactless means of payment while using a lost, stolen or misused card, if the transaction was executed and the card blocked within the limits specified in these Terms and Conditions or in the terms and conditions of the Card Company.

We are not liable for any damage or unauthorised transactions if the loss, theft, misuse or unauthorised use of the card, PIN code, password, code designated for the digitisation of the card or for the authorisation of online transactions, your device or any other authentication feature (e.g. 3D Secure password and login details in the case of a Method) were caused by your or the holder's fraudulent conduct or by a breach of the obligations or procedures specified in these Terms and Conditions, especially if the loss, theft, misuse or unauthorised use has not been reported properly and in due time, if the rules for the protection and safe use of the card have not been complied with or if the card has not been correctly activated.

If the correct PIN code, password, code designated for the digitisation of the card or for the authorisation of online transactions or some other authorisation feature (e.g. 3D Secure password, login details in the case of a Method or an unlocked device in case of use of a digitised card) has been used in the unauthorised use of the card or if an application has been transferred, with your knowledge, to a device that is not under your control, you are responsible for all the transactions performed to the full extent until the loss, theft, misuse or unauthorised use has been properly notified to us.

8.33 We are not liable for any damage caused by an incorrectly executed payment transaction if a device not approved for the card's use was used for the transaction. We are not liable, either, for any damage caused by an unsuccessful transaction if the card has been mechanically damaged. Furthermore, we are not liable for the incorrect execution of a transaction if the latter was caused by circumstances that are unusual, unpredictable and independent of our will and we could not have averted the consequences of such circumstances (e.g. power outage, breakdown, limited functionality or settings of an ATM or payment terminal, refusal to accept the card by a merchant or another person).

8.34 We are not liable for any damage resulting from the fact that the card number, PIN code, password, code designated for the digitisation of the card or for the authorisation of online transactions or some other authorisation feature (e.g. 3D Secure password or login details in the case of a Method) has been disclosed, made available, forwarded or seen by another person, or if another person has been instructed on how to obtain the above, nor for any damage caused by a breach of the obligation to protect your device under these Terms and Conditions.

8.35 We are not liable for any difference between the amount debited to your account (outgoing transaction) and the amount credited to your account (incoming transaction), if a merchant whose transaction is being processed by another bank refunds a payment (or its part) received from you. This difference can be caused by the time elapsed between the outgoing and incoming transactions due to exchange rate fluctuations.

8.36 We are not liable for any damage caused as a result of misuse of messages transmitted via KB Card Support, as the telephone lines are not under our direct control and we cannot provide for their protection.

8.37 **Termination of the debit card contract.** The debit card contract terminates:

- by agreement of the parties;
- by notice of unilateral termination of the debit card contract given by any of the parties in the manner specified in the GTC; if you intend to terminate the contract unilaterally by notice, the notice is effective when we process it, but not later than the second Business Day after the day on which it was delivered to us;
- by withdrawal from the debit card contract under the terms and conditions specified in the GTC;
- upon termination of the current account with regard to which the debit card was provided, unless the card expires earlier;
- upon expiry of the debit card; this does not apply if a renewed card has been activated; the card also terminates in case of its permanent blocking, expiry of the time limit for its takeover or activation to no effect or the card's cancellation;
- on the date when it is credibly proven to us that the debit card has been destroyed;
- on the second Business Day following the Decisive Date;
- on the second Business Day following the day on which we reliably learnt of the holder's death or declaration of the holder's absence, i.e. the day on which we receive this information from the basic registers and public administration information systems or when we receive conclusive evidence of the fact that the holder has died or has been declared dead or absent (e.g. a death certificate, a letter from a court or notary conducting probate proceedings, a court decision with a clause of legal force declaring the holder dead or absent);
- on the second Business Day following the day when we reliably learnt that insolvency proceedings are being conducted against you at a stage when the insolvency trustee is authorised to dispose of the insolvency estate or when you need their consent to dispose of the insolvency estate;
- termination of the Frame Agreement unless the debit card terminated earlier.

8.38 We will block the debit card permanently on the date of termination of the debit card contract. If you cancel your card together with the account for which it was issued, the debit card contract will terminate together with the current account contract. If your card is in digitised form, we will block it permanently together with the card on the basis of which it was created.

8.39 If you cancel a holder's debit card, you are required to inform the holder accordingly.

8.40 Where the holder wishes to block a debit card permanently or does not wish to be issued with a renewed card, the holder is required to inform you accordingly.

8.41 For more information regarding the use and security of debit cards, visit the Cards section on our website.

## 9. Attorney and notary escrow account

9.1 **Attorney and notary escrow.** If we allow you to do so, you can arrange a special attorney escrow account as an attorney-at-law within the meaning of the Legal Profession Act or a notary escrow account as a notary within the meaning of the Notarial Code, both under the conditions specified by us. We may ask you to submit proof of your authorisation to provide attorney or notary escrow before we open the account and during the time when we maintain it. If we become aware of the termination or restriction of your authorisation to provide attorney or notary escrow, as appropriate, we may restrict your use of the agreed attorney or notary escrow account (in particular, we are authorised not to enable you to activate new escrow).

The purpose of an attorney or notary escrow account is only to receive and disburse funds of other persons for the needs of the escrow with an attorney-at-law or notary. Thus, such an account is not intended for regular payment transactions and may not be used for any purpose other than to receive funds as an attorney-at-law or notary into the attorney or notary escrow account, to hold them for the depositor and to disburse them to the beneficiary or recipient in accordance with the terms of the attorney or notary escrow. You acknowledge that we are not responsible for the validity of the underlying contracts or other related acts, for the accuracy of the information on the basis of which you receive funds from depositors, or the performance of your obligations in providing attorney or notary escrow. You undertake to comply with all the obligations arising for you from the relevant contracts and from the legal and professional regulations in the provision of escrow.

9.2 **Plurality of escrow.** You can use an escrow account repeatedly for different instances of escrow, but you can only hold one active escrow in an escrow account at a time. You can only activate another escrow in the account after the original escrow has been fully settled. You can activate and settle the new escrow in the account in KB+ internet banking.

**9.3 Attorney's obligation to provide information in the case of attorney escrow.** Prior to receiving funds into an attorney escrow account, you are required to provide us by electronic means, in the manner specified by us, with the contact details of the depositor and beneficiary, if the latter is a party to the escrow agreement. You acknowledge that we are not required to check whether the beneficiary is a party to the escrow agreement or the accuracy of the contact details of the depositor and the beneficiary disclosed to us.

If it has been agreed with you that interest will accrue on the balance of the attorney escrow account, prior to receiving funds into the attorney escrow account, you are required to provide us by electronic means, in the manner specified by us, with the number of the account to which the interest accrued on the funds deposited in the escrow account is to be transferred.

You are required to notify us of any change in the details without delay by electronic means, in the manner specified by us.

**9.4 Confirmation of attorney escrow account and payment notifications.**

Following the receipt of the information pursuant to the preceding paragraph of these Terms and Conditions, we will issue a confirmation of attorney escrow account that will include the escrow account number and the contact details disclosed to us by you regarding the depositor and the beneficiary, if the latter is a party to the escrow agreement and the beneficiary's contact details have been disclosed to us. We will send the confirmation by electronic means, using the contact details disclosed to us, to the depositor and also to the beneficiary if the latter is a party to the escrow agreement and if the beneficiary's contact details have been disclosed to us. In case of a change to the contact details, which you are required to inform us of without delay in the manner specified by us, we will send a new confirmation using both the original and the newly provided contact details.

We will send a confirmation of the transfer of funds or other transactions, including the number of the escrow account and numbers of the accounts to which the funds were transferred, and the amount transferred, to the depositor and also to the beneficiary if the latter is a party to the escrow agreement and if the beneficiary's contact details have been disclosed to us. In the case of incoming payments to the attorney escrow account, we will send a confirmation including the escrow account number, the amount credited and the date on which the payment was received into the attorney escrow account.

This provision does not apply to notary escrow.

**9.5 Disposal of funds in attorney and notary escrow account.** You may only dispose of funds in an attorney or notary escrow account by means of cashless transactions, specifically through one-off Orders for payment entered and executed in accordance with the Payments Execution Rules. Cash payments (cash deposits or withdrawals) cannot be made in an attorney or notary escrow account. No debit or deposit card can be arranged for an attorney or notary escrow account. We will not use the funds in your attorney or notary escrow account to satisfy our receivables from you.

If there is no active escrow in an escrow account, no payment transactions can be made in the account (no payments can be received or made). We consider the following active escrow:

- in the case of notary escrow, opening new escrow in the manner prescribed by us and filling in the identification details of the beneficial owners of the funds in escrow; and
- in the case of attorney escrow, opening new escrow in the manner prescribed by us and filling in the identification details of the beneficial owners of the funds in escrow and the contact details of the depositor and, if applicable, also the beneficiary, if the latter is a party to the escrow.

**9.6 Transaction history and account statements for attorney and notary escrow.** You can display an overview of the transactions in your account (transaction history) in the internet banking. You can display, download and save a statement of transactions settled in your account for the period you select and save it on your device, going back at least 13 months. You can then ask us to issue archive statements. Each transaction which has been settled will be specified in the statement not later than on the Business Day after its settlement. You acknowledge that we are authorised to set the formats available for downloading statements, also depending on your plan. You further acknowledge that it might not be possible to generate some formats for the full 13 months back.

You are required to check from time to time whether the transaction history displayed corresponds to the Orders entered and whether we executed or refused the Orders you had entered. You must notify us without undue delay of any defects you ascertain in the settlement of Orders and errors or any other discrepancies in the maintenance of your accounts. Late notification may result in the expiry of your claim for damages or claims arising from an unauthorised or incorrectly executed payment transaction<sup>16</sup>.

You acknowledge that the account statement is generated for the period you selected and does not reflect whether there was active escrow in the escrow account during the period you selected or whether there were multiple such active cases during the period you selected.

<sup>16</sup> Act No. 370/2017 Coll., on payment systems, as amended.

9.7 **Linked current account.** We may condition the maintenance of an attorney or notary escrow account on the maintenance of a current account in accordance with these Terms and Conditions. You are required to have at least one current account maintained in accordance with these Terms and Conditions at all times during the term of maintenance of attorney or notary escrow account. The linked current account will be specified in the attorney or notary escrow account contract. We will charge the prices for the products and services provided in connection with the maintenance and use of the attorney or notary escrow account to the debit of the linked current account. In case of an unauthorised debit balance in the attorney or notary escrow account, we will settle the balance from the linked current account.

We are authorised not to allow you to cancel the linked current account until the escrow account is cancelled or another linked current account is designated for the escrow account contract.

9.8 **Supervision by professional chambers.** You acknowledge that we are required to comply with our legal obligations, including those owed to the bar association or chamber of notaries, in accordance with the relevant legal regulations. You acknowledge that in accordance with the Banks Act, Legal Profession Act and the Notarial Code, we submit reports to the Czech Bar Association for the needs of supervision of the management of funds entrusted to attorney escrow and to the Chamber of Notaries for the needs of supervision of the management of funds entrusted to notary escrow.

9.9 **Termination of the attorney or notary escrow account contract.** The attorney or notary escrow account contract terminates:

- by agreement of the parties;
- by termination of the linked current account maintained pursuant to Article 9.7 of these Terms and Conditions;
- by notice given by any of the parties in the manner specified in the GTC; if you intend to terminate the contract unilaterally by notice, you may do so with a notice period of 10 calendar days;
- by withdrawal from the contract under the terms and conditions specified in the GTC;
- upon termination of the Frame Agreement.

In case of termination of an attorney or escrow account, we are authorised to pay the balance to any of your other current or savings accounts.

## Chapter 3. Definitions and final provisions

The capitalised terms used in the Terms and Conditions have the respective meaning set out in the GTC or the following:

**“Bank”** refers to us, Komerční banka, a.s. with its registered office in Prague 1, at Na Příkopě 33/969, Postal Code 114 07, Id. No.: 45317054, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1360.

**“Security Password”** is a Method based on the creation of a security password for web applications, based on a string of characters known only to you, in some cases combined with One-time Password, and enabling, in particular, to verify the signatory's identity, to sign documents electronically and to authorise payment transactions.

**“Security Features”** include, in particular, computer technology (e.g. computer, laptop) and mobile devices (e.g. mobile phone, watch, tablet), including software, chip card, payment card and other elements utilised for the use of banking services and Methods.

**“Security Data”** are data used to verify the Client, including, in particular, One-time Password, password, PIN, PUK, one-time QR code, Touch ID, Face ID, your login identification number (ID), username, Private Key and other access details, payment card number and security CVV/CVC code.

**“Pricelist”** is the Pricelist of Products and Services for Natural Persons Entrepreneurs and Legal Entities, which sets out the prices for the use of products and services arranged under the Frame Agreement or in the internet banking environment in accordance with these Terms and Conditions.

**“Certification Policy”** is a document in which we set out the rules and procedures in the use of the Certificate and its specification, and which we are authorised to change. We publish the Certification Policy on our website. The Certification Policy is also available at our branches. This document does not constitute a Notice within the meaning of the GTC.

**“Certificate”** is a Method in the form of a personal certificate stored on a chip card that allows, in particular, to verify the signatory's identity, to sign documents electronically and to authorise payment transactions. It contains the Public Key, Private Key and your identification details. The Certificate may be commercial or qualified according to your choice.

**“Click to Pay”** is a service enabling fast and safer online payments wherever the Click to Pay logo is displayed. All debit cards issued by us that can be used to pay online can be uploaded to Click to Pay. Card details are stored in Click to Pay in encrypted form with the Card Companies and payment is made without the need to manually enter card details. The merchant therefore does not have access to the card details because the payment is made using a digitised card number.

**“eIDAS”** is Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, regulating, in particular, electronic signatures and electronic identity.

**“Electronic signature”** is an electronic signature within the meaning of eIDAS, based, in particular, on the Methods.

**“Express Payment to a Card”** is a payment that is marked as such and sent for processing by the originator of the payment order (payer) or a payment with respect to which the payer states that it will be credited to an account via a debit card without delay after the payment order is placed.

**“Acting Person”** is the governing body of a legal person or members of the governing body of a legal person who are authorised to act vis-a-vis third parties on behalf of the legal person.

**“One-time Password”** is a security password sent via an SMS to the contact phone number or a phone number otherwise specified in a mutual contract, which serves, in particular, as a one-time password to activate or unblock a Method, activate the KB+ internet banking in the mobile application, add or replace devices for KB Klíč or add a device for the KB+ internet banking in a mobile application, for card digitisation, as well as in some cases to authorise transactions and to use the Security Password Method.

**“Card Company”** means an international association licensing us to provide and use Visa or Mastercard payment cards.

**“KB Klíč”** is a Method provided on the basis of the Frame Agreement, based on the individual characteristics of the activated application for the supported devices and knowledge of the security PIN code or biometrics, which makes it possible, in particular, to verify the signatory's identity, to sign documents electronically and to authorise payment transactions. This Method can be activated in various applications (e.g. in the KB Klíč application).

**“Client”** refers to you, a natural person entrepreneur or a legal entity who has entered into a Frame Agreement with us.

**“Contact Centre”** is our call centre operating a telephone line with the number + 420 955 551 505 for calls in Czech and the number + 420 955 551 515 “Customer Service KB” for calls in English. The telephone number is also available at our branches and on our website. You can also contact the Contact Centre in writing by email at: [kbplus@kb.cz](mailto:kbplus@kb.cz). We will notify you of any changes in good time in advance.

**“Method”** is a means for identification of a Client – natural person or authorised person, authentication, authorisation and creation of Electronic Signature and, where applicable, KB Bank Identity, provided under the Frame Agreement for Products and Services for Natural Persons Consumers.

**“MůjProfil”** is a portal for the support and administration of Methods. MůjProfil is available to you on our website at <https://mujprofil.kb.cz>. You can log into it using any Method or, if enabled, from the internet banking.

**“National Point”** is a public administration information system supporting the process of electronic identification and authentication, administrated by the Basic Registers Administration.

**“Offline Transactions”** are all outgoing debit card transactions made through electronic and mechanical devices where funds in the account are generally not blocked immediately. The transaction is approved locally within the payment terminal. The actual posting takes place only after the transaction has been sent by the processing bank of the point of sale where the payments were made.

**“Online Transactions”** are all outgoing debit card transactions made through electronic and mechanical devices where changes to the current balance of the account are generally reflected immediately in the payment card authorisation system.

**“Pay to Card”** is a service that allows you to receive credit payments to your account in the case of a debit card.

**“Terms and Conditions”** are these Terms and Conditions of Products and Services for Natural Persons Entrepreneurs and Legal Entities, which represent the Product Terms and Conditions under the GTC.

**“KB Card Support”** is a 24-hour telephone line for dealing with non-standard situations with payment cards. You can find the telephone number on the back of your debit card or on our website.

**“Order”** is a payment order, i.e. your instruction to us to execute a payment transaction (including, for example, an outgoing payment Order, standing Order, direct debit Order, and automatic transfer).

**“Frame Agreement”** means the Frame Agreement for Products and Services for Natural Persons Entrepreneurs and Legal Entities under which we provide you with internet banking. Furthermore, the Frame Agreement allows you, in particular, to arrange and manage banking products and services specified in these Terms and Conditions through individual contracts.

**“Shared ATM Network”** is a network of ATMs that includes ATMs of KB, MONETA Money Bank, Air Bank, and UniCredit Bank.

**“Mailbox”** is a dedicated space in the internet banking for our mutual communication.

**“Private Key”** is the data for creating your Electronic Signature in the form of a Certificate.

**“Technical Parameters”** are the technical criteria for the proper provision of internet banking, which we publish on our website and which we are authorised to change in line with technological developments.

**“Public Key”** is the data for verifying your Electronic Signature in the form of a Certificate.

**“Deposit Card”** is a type of debit card, arranged in the same manner as other debit cards, designed for depositing cash into corporate accounts via deposit ATMs within the Shared ATM Network. Cash is always deposited into the account for which the card was issued. A Deposit Card does not allow for payments at merchants, cash withdrawals or any other financial transactions.

The term **“GTC”** refers to our General Business Terms and Conditions.

The Terms and Conditions enter into effect on 1 November 2025 and replace the Terms and Conditions effective from 1 August 2025.