GENERAL BUSINESS CONDITIONS

Raiffeisenbank a.s., registered office: Hvězdoja 1716/2b, 140 78 Prague 4, company ID number: 49240901, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 2051

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I. Introductory Provisions

1. Basic Provisions

1.1. Integral Part of Contract
The GBC lay down the rights and duties of the Bank and the Client arising from the legal relations between them in connection with the provision of the Banking Services. The GBC constitute an integral part of the Agreement between the Bank and the Client and determine part of its content, unless the Agreement stipulates otherwise. The terms explained in the GBC have the same meaning in other documents as well, in particular in the Agreements and the Product Conditions, unless agreed otherwise. Explanations of terms starting with capital letters are contained at the end of the GBC, in part IV. Explanations of Terms.

1.2. Precedence Rules
The Bank issues separate Product Conditions, including Technical Conditions, for select Banking Services. In case of a conflict between the GBC and the Product Conditions, the text of the Product Conditions shall take precedence. In case of a conflict between the Agreement and the GBC and/or the Product Conditions, the text of the Agreement shall take precedence. If the Agreement, GBC and Product Conditions set out a certain matter in a manner that does not exclude the application of individual rules in the Agreement, GBC and Product Conditions, all such rules shall be applied jointly.

1.3. Binding Nature of Regulations
If the GBC, the Product Conditions or the Agreement or another document containing a binding agreement of the Bank and the Client includes an arrangement with the Client that is governed by legal regulations and such legal regulations change and the change is not incorporated in the listed documents and the arrangement in the said documents is no longer in compliance with the legal regulations, both the Bank and the Client shall follow the updated legal regulation.

1.4. Provision of Explanation by Bank
If in doubt as to the correct comprehension of the text of the Agreement, GBC, the Product Conditions or any other documents relating to the Banking Services, the Client is authorised to contact the Bank in the ways specified in the GBC with a request for an explanation of the relevant document. The Bank shall satisfy such a request without undue delay.

1.5. Bank’s Authorisation to Propose Amendment to Contractual Conditions
The Bank is authorised, at any time, to propose to the Client a change in the contractual conditions in the manner agreed in Article 1.5-1.7 of the GBC. The Bank is authorised to propose a change to the contractual conditions in particular for the following reasons: (i) development of banking services, (ii) amendments to legislation, (iii) developments on markets that influence the provision of Banking services, (iv) performance of the duty for the Bank to conduct its business in a prudent manner, (v) changes in technology and organisation processes in the Bank. The areas of change can affect, in particular: (i) the method of commencing, changing and terminating contractual relations, (ii) rules for communication and the method of negotiation, (iii) the extent of the reporting duties, (iv) the conditions for the availability and content of Banking Services, the deadlines for their provision, (v) the structures and amounts of fees for the Banking Services provided, including the conditions for their payment. A change to the amount of interest rates announced in the List of Interest Rates, as well as a change to exchange rates announced in the List of Exchange Rates concerning the conditions for maintaining a payment account is governed, however, by a special agreement between the Bank and the Client.

1.6. Method of Notification and Consequences of Proposal of Amendment to Contractual Conditions
The Bank will notify a Client who is a Consumer of any draft amendment to contractual conditions no later than two (2) months before the date the proposed amendment comes into effect. The Bank will notify a Client who is not a Consumer of the draft amendment no later than 30 days before the date the proposed amendment comes into effect. The Bank will notify the Client of the proposal of an amendment to the contractual conditions using an Electronic Channel, in particular the Electronic Mailbox or email, or through a special part of the Public Website, whose address the Client will receive together with the notification of the amendment, or by a postal document. The Client is entitled, before the effective date of the proposed amendment to the contractual conditions, to reject the proposal, in a written notification sent to the address of Raiffeisenbank a.s., Klientský servis, tf. Kosmonautů 108/29, 779 00 Olomouc. In the event that the Client does not reject a proposal for an amendment to the contractual conditions in this manner before its effective date, it shall be regarded as having accepted it. The Bank shall inform the Client of this consequence in the notification of the proposal of an amendment to the contractual conditions.

Notice of Termination of Obligation Affected by a Proposal for Amendments to Contractual Conditions
In the event the Client does not agree to a proposal of an amendment to contractual conditions, it may, before its effective date, terminate, in writing, the obligation agreed upon under Contracts below and affected by the proposal for an amendment to the contractual conditions. The Client is entitled in this context to terminate free of charge the obligation under the Contract under which the management of the Account was arranged, the issuance and management of the Payment Instrument (in particular, a debit card and Direct Banking Services or other similar services) or issuance and management of a credit card and the related consumer credit, hereinafter Contractual Obligation, which has been arranged for a consumer loan other than for housing in the form of an overdraft on the Account or special conditions for the implementation of the Payment Transactions have been agreed upon. The Client shall deliver the notice of termination to the Bank in the manner agreed in the relevant Agreement, if such a method is not agreed upon, similarly to the rejection of the draft amendment pursuant to Article 1.6 of the GBC. The notice of termination is effective upon its delivery to the Bank. The notice must indicate the Client’s disagreement with the proposal of the amendment to the contractual conditions of the terminated obligation, unless the Client has already rejected the proposal of an amendment to the contractual conditions using a method in accordance with Article 1.6 of the GBC. In the case of Agreements that are not laid down above in this GBC provision and that are affected by the proposed amendment, the Client may only express disagreement with the proposed amendment. In such a case, the Agreements continue to follow the existing conditions.

Formal Amendments to Contractual Documentation
The Bank is authorised to make amendments to the contents of the GBC, Product Conditions, Pricelist, Interest Rates List and Exchange Rates List or another document containing a binding agreement between the Bank and the Client that does not amend the content of an obligation unilaterally without the Client’s consent. With regard to the nature and extent of such amendment, the Bank will notify the Client of such measure in an Appropriate Manner.

New Banking Services
If a new Banking Service is introduced, the Bank may publish
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the conditions for provision of such new Banking Service as late as the date on which the new Banking Service is provided, in an Appropriate Manner.

II. Joint Provisions

2. Client Identification

2.1. The Bank is authorised to require a proof of identity or existence of the Client before the establishment and during the course of an Agreement. A Client who is an individual proves his identity with a valid identity card or similar document issued by a state authority which allows verification of the person's appearance, first name and surname and/or all first names and surnames, where appropriate, birth number or date of birth, nationality and any other identification details. The document shall be fit to prove the information contained therein in the territory of the Czech Republic. A Client who is a legal entity proves its existence with a valid extract from the Commercial Register in which it is registered or with other valid document; a person acting on behalf of the legal entity proves his authority to act and identity. Documents must be submitted in original or a certified copy according to their nature.

2.2. Documentation Duty of the Client

The Bank may, according to the type of the Banking Service provided, before the establishment and during the course of the Agreement, request submission of other documents, such as a residence permit, another proof of identity, documents showing the real owner and ownership structure of a Client who is a legal entity, documents on the business activities of the Client, including the relevant licence for business activities. The Bank is also authorized to ask the Client for information about the purpose and intended nature of the business relationship and for a proof of the origin of funds. If the Bank is unable to appropriately identify the Client on the basis of the submitted documents or obtain through the submitted documents or requested Client's co-operation other information necessary before the establishment of an obligation, such fact is a barrier to the conclusion of the Agreement.

2.3. Acceptance of Verification of Client's Identity

The Bank is entitled to accept the Client's identification from another bank or a foreign bank branch, on the basis of the standards by which the Bank is bound.

2.4. Politically Exposed Person

The Client undertakes to inform the Bank if he/she holds or has held an important public position of national or regional importance in the Czech Republic or another state, in the bodies of the European Union or in an international organisation or has a close relationship to such a person. The full definition of the term politically exposed person is set out in the Act on Certain Measures Against the Legalisation of the Proceeds from Crime and the Financing of Terrorism. The information obligation of the Client also covers changes in his/her position as a politically exposed person. If the Client has doubts whether he/she is in the position of a politically exposed person, he/she will provide the Bank with relevant information for consideration.

3. Client

3.1 Verification of Client's Identity when Providing Services

Verification of the Client as the author of an Instruction or an Instruction on the Agreement may be performed in particular by means of the Electronic Identification Tool specified in the Product Conditions or in the Technical Conditions or with the use of the Signature Specimen; in cases worthy of special attention the identity of the Client or person acting for the Client can also be verified in a manner appropriate to the circumstances of the case, in particular by the submission of an identity document. For the purpose of identifying the Client during bilateral communication, the Bank is also entitled to use the Client's birth number and date of birth, or part thereof.

3.2 Representation

The Client acts toward the Bank in person or through a proxy. The proxy shall duly prove to the Bank his/her authorisation to act on behalf of the Client and allow his/her identification as in the case of the Client. A proxy acting on behalf of the Client based on a power of attorney must prove to the Bank his/her authorization to represent the Client with a written power of attorney granted by the Client and bearing the Client's certified signature. The Client's certified signature is not required if the power of attorney is granted in the presence of a Bank employee, without prejudice to the Client's duty to draft a power of attorney in a special form necessary for the relevant legal acts. The Bank shall be authorized to refuse an act made by the Client's proxy or to refuse to cooperate with the Client's proxy if the submitted power of attorney, or the circumstances under which the power of attorney is submitted to the Bank, or the conduct of the Client's proxy raises reasonable doubts about whether the Client granted the power of attorney or whether the granted authorization still exists, or if the Bank has reason to doubt that the content of the power of attorney submitted authorizes the proxy to act for the Client. If the Client's affairs are to be administered by another person based on its prior declaration made in the expectation of its own unfitness, the Bank will provide such person with the required co-operation only based on a submitted declaration of the Client drafted in the form of a public document and reserves the right to require documentation of all facts, depending on the circumstances of the case.

3.3 Certification of Changes

The Bank is authorized to determine what documents proving a change concerning facts that the Bank is obliged to determine and track (e.g. the person of the real owner of the Client that is a legal entity, the method of acting for a Client that is a legal entity) are to be submitted to the Bank.

4. Communication between Bank and Client

4.1 Communication Means

For communication between them, the Client and the Bank shall use the communication channels specified in these GBC or in the Product Conditions or in the Technical Conditions of the Bank. The Bank is authorized to use any information provided by the Client to the Bank or available in public sources to communicate with the Client. Communication between the Client and the Bank (mainly the fulfilment of information obligations pursuant to the Act on Payment Systems), the realization and authorization of Payment Transactions, the authentication of the Client or the Bank, etc. is performed through agreed Payment Tools, Electronic Identification Tools, Personalised Security Elements and other tools and information.

4.2. Exclusive Nature of Communication Tool

Communication with the Bank relating to a specific Banking Service may be limited to select communication channels.

4.3. Record of Communication

If the Client and Bank communicate over the phone or via other electronic means, particularly via an Electronic Channel, both parties are entitled to make a record of such communication, to process the record and to keep and use the record for the length of time they deem necessary for the protection of their rights. The Bank is entitled to record all of the Client's activities in the Bank's

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systems or using the Bank’s systems and to process, keep and use
such records for a period reasonable given the nature of such
recording, but for no less than the duration of the obligation in
connection with whose performance the recording was made.
The Bank and the Client are entitled to use all aforementioned re-
cords in particular as proof in potential disputes between the Cli-
ent and the Bank as well as in resolving the Client’s complaints.
The Bank is not obliged to provide the Client with its records.

4.4. Use of Electronic Contact Details
The Client acknowledges that the Bank may contact the Client
using the Client’s electronic contact details (including by text
or MMS message) on any calendar day between 7:30 a.m.
and 10:00 p.m. (this limitation does not apply to messages
sent using e-mail electronic contact details). The main reasons
for this contact are to respond to a Client’s inquiry or complaint,
deliver Bank notifications or requests, and to inform Clients about
Client obligations. In situations where there is a suspicion that
a Client’s Funds may be at risk, or at any time after a Client has
breached its obligations under any Agreement, the Bank may
also contact the Client using any and all contact details with
which it has been provided, including without limitation, the Cli-
ent’s telephone number, outside these specified hours.

4.5. Safety of Communication
The Bank informs the Client that the equipment needed for com-
munication via electronic means (especially via Electronic Cha-
nel) is not under the control of the Bank, and it is, therefore,
necessary that the Client while using is appropriately careful and
cautious and especially takes adequate measures to ensure con-
identiality of mutual communication and the delivered communi-
cation does not become accessible to unauthorized persons.

5. Instructions and Instructions on the Agreement
5.1. Requisites of Instructions and Instructions on the Agreement
The Client shall ensure that all Instructions and Instructions on the
Agreement submitted to the Bank are clear, unambiguous and
legible and contain correct and complete data. Instructions sub-
mitted to the Bank in writing shall be signed by the Bank and may
not be written with a pencil, erased, crossed out, or damaged
or illegible. In the event that these conditions are not met or the
Client’s conduct raises doubts on the part of the Bank as to the
authenticity of an Instruction or Instruction on the Agreement, the
Bank shall be authorised to refuse the Instructions or the Instruc-
tions on the Agreement while assuming no liability for any po-
tential damage caused by the non-execution thereof. Unless the
Bank and the Client agree otherwise regarding Payment Orders,
the other provisions Article 5 herein shall apply to Payment Or-
ders as well.

5.2. Instructions and Instructions on the Agreement made Based on
Client’s Will
In connection with the Banking Service, the Client submits Instruc-
tions and Instructions on the Agreement to the Bank based on
his own decision made or based on consultation with his own
expert advisor. The Bank is not a mandatory, broker, principal or
advisor if it is not a party to the Agreement in this sense.

5.3. Statutory and Valid Instructions and Instructions on the Agree-
ment
The Client shall ensure that its Instructions or Instructions on the
Agreement comply with legal regulations. The Bank may not
accept acts performed in a manner reasonably raising doubts
as to the legitimacy, material accuracy or validity of Instructions
or Instructions on the Agreement. If an Instruction or Instruction
on the Agreement may lead the Bank to believe that by the exe-
cution thereof it would breach legal regulations or a contractual
obligation, the Bank is authorised to refuse the execution of such
Instruction or Instruction on the Agreement or may request, prior
to the execution of an Instruction or Instruction on the Agreement,
submission of documents proving the purpose of the requested
Instruction or Instruction on the Agreement. The Bank is entitled to
refuse to execute an Instruction or Instruction on the Agreement
that was not submitted to on the form designated by the Bank
and with the stipulated requisites. The Bank may also refuse to
execute an Instruction or Instruction on the Agreement if it would
breach the vigilance rules or if the execution of an Instruction or
Instruction on the Agreement would cause detriment. The Bank is
not liable for any detriment arising out of failure to execute or late
execution of an Instruction or Instruction on the Agreement. The
Bank shall inform the Client of the refusal to execute an Instruc-
tion or Instruction on the Agreement in the Appropriate Manner.
This provision shall not prejudice Article 13.1. of these GBC.

5.4. Time Limit for Execution of Instruction and Instruction on the Agree-
ment
The Bank shall execute an Instruction within a reasonable time-li-
mit according to the nature of the Banking Service provided and
in accordance with customs and market practice that the Bank
and the Client have established, unless they agree or legislation
provides otherwise. In the event the Bank is performing duties in
accordance with other legislation that influences the execution of
an Instruction, the deadline for the execution of the Instruction is
reasonably extended.

5.5. Cancellation and Change to Instruction
The Client is authorised to change or cancel an Instruction only
if it has not been executed yet by the Bank, or if no steps which
lead to its execution and which cannot be cancelled by the Bank
have been taken. The agreement between the Client and the
Bank contained in the Technical Conditions applies to the cance-
llation of an Instruction that is a Payment Order.

5.6. Signing Instruction and Instruction on the Agreement
All Instructions and Instructions on the Agreement submitted to
the Bank by the Client shall be signed or otherwise authorized in
compliance with an agreement between the Bank and the Client
and legal regulations depending on the type of the Instruction
or the Instruction on the Agreement and the communication cha-
nel by which it was delivered or handed over to the Bank. The
Bank is entitled to require that an Instruction or Instruction on the
Agreement be prepared in a language that was agreed for co-
munication between the Client and the Bank, or that the Bank
stipulated for communication with Clients. The Bank may also
require, in particular in cases where the Client cannot be identi-
fied as the author of the Instruction or Instruction on the Agree-
ment in another agreed manner, that an Instruction or Instruction
on the Agreement be certified. Article 6 of the GBC applies, as
appropriate, to signature certification and drafting an Instruction
or Instruction on the Agreement.

6. Documents
Supplementation of Instruction and Instruction on the Agreement
In order to accept an Instruction or Instruction on the Agreement
or in connection with other provision of a Banking Service, the
Bank may require, with the submission of Documents that are rela-
ted to the Client’s Instruction or Instruction on the Agreement or
supplement it, if it is necessary in the Bank’s judgement and with
regard to the circumstances of the case and the relevant legal
conduct of the bank or the provision of a Banking Service.

6.1. Requisites of Documents
Documents requested by the Bank shall be submitted as origi-
inals or certified copies, unless the Bank agrees otherwise with
the Client. The Bank is authorised to keep a Document submitted
by the Client or its copy made by the Bank. With regard to the
circumstances of a case, for example with regard to the facts that submitted Documents record, the Bank is entitled to request that a Document be signed by a specific person and/or that the signatures on the Document be certified. The Bank is entitled to verify the origin of the submitted Document, even if it is a public document. If it is not possible to verify the origin of the Document, the Bank may refuse to proceed in accordance with the content of the Document until it is verified or until the relevant evidence has been substantiated in another credible manner.

6.3. Translations of Foreign Documents
Documents, if in foreign languages (with the exception of Slovak) shall be submitted by the Client to the Bank as originals along with their certified translation into Czech by an interpreter registered on a list maintained by a court of the Czech Republic, unless agreed otherwise with a Client in a specific case. The Czech translation of a Document shall solely be binding upon the Bank and the Bank is not obliged to examine whether such a translation corresponds to the original language version.

6.4. Certification of Documents
If the Client submits to the Bank a document issued or confirmed by or containing certification of a foreign entity, the Bank is entitled to request a higher verification of the Document (apostille stamp or super-legalization). The Client may ask the Bank, before the issue, confirmation or certification of a Document abroad, for a statement on the form in which a Document should be issued, confirmed or certified abroad in order to be acceptable to the Bank. In cases worthy of special attention, the Bank is entitled to require the submission of a Document with higher verification even in the event that such verification is not usually necessary in accordance with international agreements by which the Czech Republic is bound.

6.5. Current Nature of Information Contained in Documents
The Bank will have regard to the content of Documents submitted if, with regard to the moment of their drafting, there can be no reasonable doubts that the facts documented by the Documents submitted have not changed since the issue of the Documents. In the case of extracts from the relevant registers and records, however, the Bank will usually not have regard to Documents more than three (3) months old.

7. Deliveries
7.1 Bank’s General Correspondence Address
Unless agreed otherwise with the Client, the Client shall address Deliveries to the Bank’s address published on the Public Website.

7.2. Contact Details of Client and Method of Delivery
The Bank makes Deliveries addressed to the Client or to the persons designated by the Client in a manner agreed between the Client and the Bank using the contact details stipulated by the Client (postal or e-mail address, mobile phone number). In the event there is no agreement, the Bank makes Deliveries in a manner reasonable given the nature of a Delivery using the contact details communicated to it by the Client or contact details the Bank may obtain for the Client from publicly available information.

7.3. Reachability of Client
If the Client informs the Bank that a contact detail specified by the Client is no longer up-to-date, or the Bank learns of such a fact in another credible way, or if such fact results from the impossibility of making a Delivery using the relevant contact detail, the Bank is entitled not to use the contact detail any longer. If the Bank has other contact details for the Client, provided by the Client or ascertained from publicly available information about the Client, and the Client has not expressly informed the Bank what contact details should be used for further Deliveries, the Bank will make Delivery to the Client as it sees fit, with regard to the nature of the Delivery.

7.4. Deficiencies with Delivery
If any deficiencies are discovered by the Bank or the Client in a Delivery, both parties shall promptly inform the other party and take the measures necessary to remedy the deficiency ascertained or measures necessary in connection with the deficiency ascertained.

7.5. Deliverability of Deliveries
The Client shall take measures to ensure Deliveries can be made to the given address (e.g. by clearly marking the building at the given address with its name and surname, the Client’s trading name, the placement of a reachable letterbox at the given address, etc.).

7.6. Presumption of Time of Receipt of Delivery
The presumption about the time of receipt in accordance with the Civil Code also applies to other methods of delivery of a written delivery where it is otherwise not certain when the Client received the Delivery. A Delivery of the Bank addressed to the Client in electronic form is, with regard to the nature of this method of communication, delivered upon its placement in the Electronic Box or sending using an Electronic Channel. The Bank is entitled to request from the Client confirmation of the acceptance of Delivery in electronic form; this shall not affect the moment of delivery of such a Delivery in accordance with the previous sentence.

7.7. Fax
Instructions and Instructions on the Agreement sent by fax shall be sent by the Client to the fax number published on the Public Website or specified in an agreement on fax communication concluded between the Client and the Bank. A fax message sent by the Bank is delivered upon the printing of the confirmation of delivery initiated by the recipient’s fax machine and printed from the Bank’s fax machine.

8. Other Arrangements
8.1. Banking Supervision
The Bank's activities, including the provision of Payment Services by the Bank, are subject to supervision by the CNB, based at Na Příkopě 28, Prague 1, postcode 115 03. The Client is entitled to turn to the CNB with its suggestions and complaints.

8.2. Permanent Address and other contact details
In addition to the Permanent Address, the Bank keeps another postal address of the Client (if different from the Permanent Address) at which the Client can be contacted and other contact details such as telephone numbers, e-mail addresses and fax numbers. For the purpose of entry or change of the Permanent Address, the Bank requests from the Client, in each instance, a document providing sufficient evidence of the stated details (e.g. a proof of identity or an extract from the Commercial Register).

8.3. Change in Data Concerning the Client
The Client shall inform the Bank within ten (10) calendar days of any changes to data stated in the Agreement or in documents related thereto and/or a change to data otherwise submitted by the Client to the Bank and, with regard to the nature of the relevant data, also document such a change. The Bank is not under a duty to pay regard to a notification by the Client that is not sufficiently supported by demonstrable documents on the reported change. In particular, the Client shall inform the Bank of any change to his/her name and surname or trading name, permanent residence or registered office, any change of the sta-
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tutory representative, its composition and/or persons authorised
to act on behalf of the Client, any change to its identity card
or any other information about the Client shown on the identity
card, any change to any information about the Client shown in
the relevant register, any change in the position of the Client as a
politically exposed person, any change to the person of the actu-
al owner of the Client and any change to the telephone number,
fax number, email address and contact postal address.

8.4. Information about Change to Significant Facts Concerning the
Client
The Client shall also promptly inform the Bank and document
facts that could have an influence on the performance of rights
and duties of the Client or the Bank under the Agreement, in partic-
ular the termination of the Client’s business activities, the Client’s
entry into liquidation, the start of insolvency proceedings, seizure
or the execution of a ruling against the Client’s assets, the trans-
formation of the Client or a change to the Client’s legal form.

8.5. Loss of Documents
The Client shall notify the Bank without undue delay of the loss
or theft of documents related to this Agreement and documents
or other tools serving to verify the identity of the Client or a per-
son acting for the Client, in particular personal documents or the
stamp of the Client.

8.6. Complaints
Complaints by Clients will be dealt with by the Bank in accord-
dance with the Complaint Guidelines, which are available at the
Public Website.

8.7. Availability of Banking Services
The Bank is not under a duty to offer and provide all Banking
Services at all Business Locations. The Bank is entitled to offer
and provide selected Banking Services at certain Business Loca-
tions or through certain communication channels or persons.
The Bank will inform the Client of limitations in accordance with
the prior sentence by notification published in an Appropriate
Manner.

9. Fees, Cost Reimbursement

9.1. Bank’s Pricelist
The Client shall pay the Bank fees in the amount and under the
conditions specified in the relevant Pricelist shown in the Agre-
ment. In the same way, the Client shall compensate the Bank for
costs in connection with the banking services provided, the
amount of which is determined by the Pricelist, unless legislation
or another agreement of the Bank and Client provide otherwise.
In the case of Accounts, the Pricelist showing fees for provision
of Banking Services related to the relevant Account and fees for
realization of Payment Transactions on the Account can be de-
termined by reference in Internet Banking set up for the relevant
Account. In the event that it is not possible to determine the type
of Pricelist for any reason, a Client that is a Consumer shall pay
the Bank fees in an amount and under conditions based on the
Pricelist for Products and Services for Private Entities and other
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9.2. Availability of Pricelist
The Bank shall hand over to the Client, in connection with the

9.3. Payment of Fees
The Client undertakes to pay fees specified in the Pricelist without
undue delay and in the prescribed amount. If fees are settled by
direct debit or billing against the balance of an Account of the
Client and the Account does not have sufficient Funds to settle
them, the Bank can book charges in the unpaid amount on the
Client’s Account. Such unsettled fees are then on Unpermitted
Debit. The Bank is entitled to make the conclusion of an Agree-
ment or provision of a Banking Service conditional on the pay-
ment of a Fee or part thereof.

9.4. Payment Date for Fees
Unless agreed otherwise in the Pricelist, GBC, Product Conditi-
ons or Agreement, fees for the provision of a Banking Service or
costs whose reimbursement was agreed by the Client and the
Bank are due promptly after the provision of a Banking Service or
the arising of such costs. In the event of fees for Banking Servi-
ces that the Client pays for a certain period during which such
Banking Services were provided, the aforementioned fees are
payable always as of the end of the relevant period during which
the Client is under a duty to pay them. If a fee for the provision
of a Banking Service is set as a fixed amount for a certain period
and such period has not passed before the end of the Agreemen-
t’s effect, the Bank shall return to the Client an aliquot part of the
previously paid fee only if it is a fee for the provision of a Payment
Service and the Client is a Consumer.

Reimbursement of Costs
The Client shall pay the Bank, over the framework of the agreed
fees, costs that arise in connection with the conclusion, amend-
dment or termination of the Agreement, in particular notarial,
court, administrative and other charges, costs of legal services,
services of experts and tax and economic advisors, translators,
interpreters, costs of recovery, including the court fee, if this con-
cerns extraordinary costs arising on the Client’s part. The Client
will bear all costs arising to it during the settlement of its debts.

9.5. Value Added Tax
In accordance with the Value Added Tax Act, fees for financial
services are exempt from VAT. If the Client is provided with a
Banking Service the fee for the provision of which is not exempt
from VAT, this is expressly specified for such fee in the Pricelist.
In such an event the Bank will issue a tax document to the Client, at
its request.

9.6. Special Provisions on Client’s Payment Duties
The conditions concerning the Client’s payment duties are, in re-
lation to some Banking Services, also agreed in an arrangement
between the Bank and the Client (for example in the relevant
Product Conditions).

9.7. Pricelist for Private Entities

10. Liability
10.1. Liability for Data about Client
The Client is liable for data concerning its person being up to
date, correct and complete. The Bank is not liable for detriment
that the Client suffers as a consequence of the non-making of
a timely announcement of a change to such data or as a conse-
quence of the insufficient documentation of such change.

10.2. Liability for Loss of Documents, Materials and Identification Tools
The Bank is not liable for any detriment arising from any abuse of
Documents, materials, Identification Tools or other items lost by
the Client or another person or stolen from the Client or another person. If the Bank ascertains that an Electronic Identification Tool has been used by a person other than authorised holder, it is entitled to immediately block the Electronic Identification Tool and prevent its further use.

10.3. Limitation on Bank’s Liability for Damage
The Bank is not liable for any detriment caused to the Client primarily as a consequence of extraordinary situations and events which occurred beyond the Bank’s control and that the Bank could not influence and foresee, in particular the consequences of force majeure, consequences of decisions of state authorities. The Bank is also not liable for detriment arising or detriment that could arise in connection with or as a consequence of an interruption of operations and the subsequent unavailability or non-provision of Banking Services, of which it informed the Client a reasonable time in advance in an Appropriate Manner. The Bank is not liable for damage to the extent to which its arising was not foreseeable. The Bank is therefore not under a duty to pay compensation representing lost profit of the Client or damage that does not arise as a direct consequence of a breach of a legal duty of the Bank; subsequent damage, unless the Client expressly drew its attention in advance to the danger of such damage and, if appropriate, also to its expected extent.

The Bank is not liable to the Client for damage that it incurs due to conduct of the Bank or a third party in accordance with legislation, the non-execution of an Instruction or Payment Transaction due to the application of legislation or an individual legal act that is binding on the Bank or for reasons of other measures, including of another country or international organisation, adopted, in particular, for the purpose of preventing money laundering and financing terrorism or due to the application of international sanctions for the purpose of maintaining or renewing peace and security, protecting basic human rights and the fight against terrorism.

The Bank is not liable for the consequences of events that are under the Client’s control and that the Client can influence, for the consequences of the proper performance of the Client’s Instructions and for the Client not properly paying its debt through the Bank, if such fact is not a direct consequence of a breach of a legal duty by the Bank. The Bank is also not liable for damage to the extent to which the Client contributed to its arising through willful conduct (e.g. the non-provision of co-operation).

11. Security
11.1. The Bank is entitled to retain as security assets of the Client that were entrusted to it in connection with a Banking Service and that are movables, provided it has a due receivable from such Client that the Client is late paying. The Bank is also entitled to use such procedure in connection with a debt of the Client that is not yet due, if it is clear from the circumstances of the case that the Client will not repay the debt in full, or for other reasons stipulated by legislation. The Bank is entitled to retain assets of the Client whose value is reasonable given the amount of the debt in connection with which the Bank retained such assets. If, however, the nature of the Client’s assets administered by the Bank or the method of their administration makes such procedure impossible, or if it would be linked to unreasonable difficulties on the Bank’s part, the Bank is entitled to retain assets of the Client in a value that is not in a quite evident disparity to the amount of the Client’s debt that is secured by its retaining of the Client’s assets.

12. Set-off, Order of Receivables, Assignment
12.1. Conditions for Set Off of Receivables
The Bank is entitled to set off its receivables against receivables of the Client regardless of the legal reason for their establishment, including receivables of the Client from deposits and Accounts. It is expressly agreed that the Bank can set off its receivables against an unpaid receivable of the Client. If mutual receivables of the Bank and the Client are in various currencies, they can be set off if such currencies are freely tradable, and what is decisive for the translation of the receivables is the valid exchange rate stipulated by the Bank in the last Exchange Rates List announced for the day the setting off occurred.

12.2. Settlement Authorisation of Bank
The Bank is entitled, at any time and without prior notification to the Client, to collect from any Account or deposit for the Client with the Bank Funds for the purpose of settling a due monetary obligation of the Client to the Bank. If mutual receivables are in various currencies, they can be settled in the manner in accordance with this Section 12.2. of the GBC if such currencies are freely tradable, and what is decisive for the extent of settlement is the valid exchange rate stipulated by the Bank in the Exchange Rates List for the day the Bank collects the Funds.

12.3. Order for Setting Off Performance against Client’s Debts
In the event performance is not entirely sufficient to settle the Client’s outstanding debts, performance will be deducted in the order stipulated by the Bank. In the event the Client is owed under several liabilities, such provision applies, as appropriate.

12.4. Prohibition of Assignment of Receivables from Deposits and Accounts
The Client is not authorised to assign receivables from any deposits and Accounts with the Bank; the effects of this agreement, however, will not be applied in the event of the establishment of a lien on such receivable by the Client under the conditions agreed below. In the event the Client intends to establish a lien on any receivable from a deposit or Account with the Bank and the Bank is informed of the conditions under which such lien will be established and realised by the lien creditor, it will provide its written consent to the Client for the establishment of the lien. The lien of the Client’s creditor on a receivable from a deposit or Account with the Bank arises no earlier than the moment the Bank expresses its written consent to the establishment of the lien.

13. Creation of Contractual Relation
13.1. Commencement of Contractual Relation
The Bank provides the Banking Services on the basis of the Agreement. There is no legal entitlement to the provision of a Banking Service. The Bank is entitled to refuse a party interested in the provision of the Bank’s services and is not obliged to inform the party interested of the reasons for the refusal, unless the provisions of legislation that cannot be deviated from by agreement provide otherwise.

13.2. Form of Agreement
The Agreement between the Bank and the Client is created on the basis of an agreement concerning the conditions of the provision of the Banking Service. A contractual relation is created on the basis of the written Agreement if at least one of the parties requests so or if written form is a condition for the creation of a contractual relation pursuant to the relevant legal regulations.

13.3. Rules for Adhesion Agreement with Entrepreneur
The Bank and a Client that is an entrepreneur agree that the rules contained in Sections 1799 and 1800 of Act No. 89/2012 Coll., the Civil Code, do not apply to the contractual conditions they agreed below. In the event the Client intends to establish a lien on such receivable by the Client under the conditions stipulated by the Bank. In the event the Client is owed under several liabilities, such provision applies, as appropriate.

13.4. Conditions for Acceptance of Proposal for Conclusion of Agreement (Offer)
Unless the Bank and the Client agree otherwise, the acceptance of an offer only has effects if it is the same as the offer in all respects.
13.5. Confirmation of Content of Contract
Confirmation of the content of an Agreement concluded in a form other than written form is decisive for the determination of the content of the Agreement only in the event that the bank and Client expressly agreed on its making, or in the event that its making results from already agreed conditions, under which the Agreement between the Bank and Client was concluded.

13.6. Replacement of Information Reported by Third Party
In the event the conditions of the Agreement are tied to information reported by a third party, and this information stops being reported during the Agreement’s duration, the conditions of the Agreement will continue to be tied to information that replaces the original information or whose nature most closely corresponds to the original information. The Bank will inform the Client of such change in an Appropriate Manner.

14. Consequences of Termination of the Agreement’s Effect
14.1. Consequences of Termination of the Agreement’s Effect
All of the Client’s outstanding debts incurred based on an Agreement come due upon the termination of the effect of such Agreement. The Client’s debts arising based on or in connection with such Agreement do not cease to exist with the termination of the effect of the Agreement for any reason and if not settled in full and on time, they are subject to default interest in accordance with Article 16.5 of the GBC. The Client’s obligation to return to the Bank all movables, Payment Tools, Electronic Identification Tools and documents stipulated by the Agreement does not cease with the termination of the effect of this Agreement; the Bank’s right to exercise against the Client its right to contractual penalties for non-performance of obligations that arose during the Agreement’s effect does not cease, either. This paragraph 14.1 of the GBC is valid and in effect even after the effect of the Agreement has been terminated.

14.2. Effects of Notice
Notice given by the Bank comes into effect upon delivery to the Client, unless the Bank states in the notice that the notice comes into effect as of a later moment, or unless the effects of notice occur as of a later moment, or unless the provisions of an act that cannot be deviated from, an Agreement or the Product Conditions stipulate otherwise. If the Client, in accordance with the nature of an obligation or arrangement in the Agreement or related contractual conditions is entitled to terminate an obligation and it is not agreed by what notice term, notice comes into effect as of the last day of the calendar month that follows the month in which notice was delivered to the Bank. The stipulation contained in Article 1.7 of the GBC shall not be thereby affected.

14.3. Conditions for Withdrawal from Agreement by Bank
The Bank may withdraw from the Agreement in cases stipulated in the Agreement, the Product Conditions, the special provisions of these GBC, legal regulations and when the Client substantially violates accepted duties. The Bank may also withdraw from the Agreement (i) if the Client stated, in connection with the arising of the Agreement or an obligation incorrect or untruthful information and the Bank, without the proper statement of such information, would not have agreed to conclude the Agreement, or the obligation could not have arisen, or (ii) if it submitted invalid or altered documents, or (iii) if the Client’s asset situation has significantly deteriorated, or (iv) if the Client does not supplement or provide reasonably requested security for its debt, or (v) the Account the Bank maintains for the Client has an Unauthorised Debit. The Bank may also withdraw from the Agreement in the event (v) representatives of the Client submit to the Bank opposing Instructions or Instructions on the Agreement, or in the event (vi) the Client’s actions have the characteristics of a criminal offence or other delinquent behaviour and could lead to damage on the Bank’s part or could endanger or damage the bank’s reputation, or lead to other detriment to the Bank.

14.4. Method and Effects of Withdrawal from Agreement by Bank
In the event that the Bank withdraws from the Agreement for any reason, it shall send a notice of withdrawal from the Agreement to the Client in writing. The effect of the withdrawal from the Agreement starts on the day the notice of withdrawal is delivered to the Client, unless the Bank specifies that the effects of withdrawal occur as of another later moment in the notice of withdrawal from the Agreement.

15. Insurance of Deposits
15.1. Insured Deposits
The deposit insurance protection scheme against the Raiffeisenbank a.s.’s inability to meet its commitments is covered by the Financial Market Guarantee System through the Deposit Insurance Fund. The deposit protection insurance scheme applies to all deposit receivables including interest thereon maintained in the Czech currency or foreign currency, shown as a credit balance on the accounts or deposit books or confirmed with a deposit certificate, deposit sheet or any other similar document, unless they concern deposits that the Bank is entitled to partially include in its capital (subordinated debt) and deposits originated from the intentionally committed crime of legitimization of proceeds of criminal activity (unless they have been secured in favor of the victim of the criminal activity). The insurance shall not apply to deposits of certain legal persons, neither.

15.2. Supplementary Information
The basic information overview of the deposit insurance protection scheme is available at the Public Website. More detailed information can be also found through the Financial Market Guarantee System (Deposit Insurance Fund) whose contact details are available in the basic information overview at the Public Website.

16. Interest, Exchange Rates and Taxation
16.1. Determination of Interest Rates
Unless stated otherwise, the Client shall pay the Bank (in particular on a credit provided by the Bank to the Client) or the Bank shall pay the Client (in particular on the Funds deposited by the Client at the Bank) interest calculated based on the interest rate shown in the Interest Rates List.

16.2. Interest Rate when Agreeing Credit
The Bank provides credits as part of its business activity and therefore the Client and the Bank agree that the intent of the parties in concluding any Agreement based on which the Bank shall provide the Client with a credit, is to agree on an interest rate that shall apply to the credit until it is paid off. In the event that no interest rate or a non-specified, non-findable or zero interest rate is shown in the Agreement based on the previous sentence for any reason, the Client undertakes to pay the Bank credit interest calculated using the interest rate stipulated for the agreed credit in the Interest Rates List or using the interest rate stipulated in the Interest Rates List for the credit product whose nature is the closest to the agreed credit. This stipulation shall not, however, apply to cases where the contents of the signed Agreement makes it apparent that the parties’ intent was to negotiate an obligation without the Client’s obligation to pay interest.

16.3. Due Date for Interest
Unless agreed otherwise between the Bank and the Client, interest is payable always as of the last day of a calendar month.

16.4. Minimum Amount of Interest Paid by Bank
Interest is rounded off during the calculation of Interest Paid by...
the Bank to the Client to the smallest unit of the relevant currency. If the calculated due interest is lower than five thousandths (0.005) in the Account currency, it is rounded down to zero and no yield of interest for the relevant interest period is charged for or paid out in the agreed manner.

16.5. Late Charges
In the event of a delay with the payment of any monetary debt to the Bank, the Bank has the right to charge interest on the amount owed at the late charges interest rate until such time as the obligation is paid by the Client. Unless the Client and the Bank agree otherwise, the late charges rate that will be applied to determine the amount of late charges in the event of a delay by the Client with the performance of a monetary debt is determined by the Interest Rates List. This paragraph 16.5. of the GBC is valid and in effect even after the effect of the Agreement is terminated.

16.6. Withholding Tax
The Bank executes tax deductions in accordance with the applicable legal regulations, international treaties and agreements valid at the time interest was credited. An Account Holder shall provide the Bank with sufficient information for the assessment of its tax domicile and necessary for the arrangement of the appropriate Account for the administration of a particular type of Funds. In the event of a breach of this obligation, the Account Holder is fully responsible for the risks arising from incorrect application of withholding tax in respect of the Account Holder.

16.7. Exchange Rates
The Bank exchanges currencies using the exchange rates stipulated in the Exchange Rates List, unless the Bank and Client agree otherwise in any form. The Bank makes the Exchange Rates List available to Clients through the Public Website and the Business Locations, while the full Exchange Rates List is available to the Client at Business Locations on request. The Bank may announce changes in the Exchange Rates List exchange rates that are stipulated by the Bank based on the current situation on the foreign exchange markets, and the conditions for use of such exchange rates.

III. Concluding Provisions

17. Governing Law
Legal relations between the Client and the Bank are governed by the legal order of the Czech Republic, unless otherwise agreed.

18. Binding Language Versions
Unless the Agreement provides otherwise, the GBC, the Product Conditions and the Agreement shall be binding in the Czech version.

19. Severability
If a provision of these GBC or any part hereof (hereinafter “GBC Provisions”) is found to be invalid, ineffective or unenforceable, this fact does not have any bearing on the validity, effect or enforceability of the other GBC Provisions. In such a case the legal relations affected by or which were to be affected by such invalid, ineffective or unenforceable GBC Provisions are governed by those provisions of the relevant legal regulations that most closely correspond to the intention of the parties arising from such invalid, ineffective or unenforceable GBC Provisions.

20.1 Replacing eBanka’s General Business Conditions

In the case of Clients who have concluded an Agreement with the legal predecessor of the Bank, namely eBanka, and the obligations of such an Agreement are still in force, the provisions of Article 20.1 of the GBC, in the version effective until 12 January 2018, until the termination of the obligations under such an Agreement, shall apply.

20.2. Dissemination of Business Communications, Banking Secrets, and Processing of Personal Data
For Clients with whom the Bank has concluded or will conclude an Agreement prior to 10 September 2017, both the provisions of Articles 4.4, 8.7, 8.8 and 8.9 of the GBC and the definition of the term “Raiffeisen Financial Group” as specified by the version of the GBC effective until 10 September 2017 shall apply, i.e. until the Client gives Raiffeisenbank a.s. the relevant consent (with the dissemination of business communications, the disclosure of data constituting a banking secret, or the processing of personal data for specified purposes) in an updated version and scope, or until the Client withdraws, wholly or in part, the consent granted through the GBC in Articles 4.4, 8.7, 8.8 or 8.9.

IV. Definitions of Terms

Bank means Raiffeisenbank a.s., with its registered office at Hvězdova 1716/2b, 140 78, Prague 4, Company ID No. 49240901, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 2051, and for the purposes of Agreements originating before 7 July 2008 this term includes also eBanka. Banking Business Day means a business day on which most of the Business Locations are usually open for the purpose of providing Banking Services to Clients; for the purposes of executing Payment Transactions, Banking Business Days are set in the Information on Payment System Time-Limits. Banking Service means any transaction, act, service or product provided by the Bank or in whose provision the Bank participates. Pricelist means any document or its amendment (regardless of its title) issued by the Bank in paper, electronic or other form and containing fees for the provision of relevant Banking Services and possibly also the conditions for charging such fees, as well as the amount of costs the Client shall pay the Bank. CNS means the Czech National Bank. Signatory means an individual authorised by the Account Holder to dispose of Funds in the Account, with the Account, and/or to other acts in law, within the scope stipulated in the Signature Specification or other stipulated manner. For the purposes of some Banking Services, the Signatory may be designated in another way, for example as a User. Disposable Balance means the current balance of the Funds on the Account plus any provided and not yet used up authorised overdraft (authorised debit) on the Account and/or minus any amount blocked on the Account, in particular due to the performance of a statutory duty or Instruction of the Client. VAT means value added tax. eBanka means eBanka, a.s., with its registered office at Na Plátkopě 19, Prague 1, Company ID No. 00562246, whose business assets passed to the Bank as a consequence of merger by amalgamation. Electronic Box means the electronic box in the Bank’s internet banking application used for communication between the Client and the Bank. Electronic Channel means primarily e-mail, text message and the Electronic Box. Electronic Identification Tools means all types of tools for the creation of an electronic signature or verification of the author of an Instruction or Instruction on the Agreement specified in the Product Conditions. Client means any Consumer, another individual that is...
not a Consumer, or a legal entity entering into negotiations with the Bank with the objective of obtaining a Banking Service or in connection with obtaining a Banking Service and/or those to whom a Banking Service has been or is to be provided. Exchange Rates List means a document released by the Bank in an Appropriate Manner and showing the exchange rates of currencies used by the Bank in particular for executing Foreign Payment Transactions and currency exchange services. Document means a written document issued by an entity other than the Bank (such as an office or notary). Account Holder means a Client who concludes or has already concluded with the Bank an Account Agreement, under which the Account was opened and under whose name the Account is maintained; for the purposes of determining the rights and obligations between the Bank and Client after the termination of the effect of the Account Agreement, a former Account Holder is also considered an Account Holder. Unauthorised Debit means a receivable of the Bank against the Account Holder caused by withdrawal of more Funds from an Account than the actual Disposal Balance on the Account and that is due on the day following the day it arises. An Unauthorised Debit is also every receivable of the Bank against an Account Holder which the Funds on an Account would not be sufficient to settle and that is booked by the Bank on the Account. Business Location means a Bank branch that provides Banking Services. Personalised Security Elements mean passwords, codes, numbers, combinations of numbers, letters and/or characters, Signature Specimens, PINs, certificates or any other data and data files the use of which, in conjunction with other measures, verifies the identity of the holder, expressing consent to the implementation of the Instruction or the Instruction to the Agreement or any other requirement of the holder, and whose purpose is to limit or prevent any unauthorised or fraudulent use of Payment Tools or any unauthorised or fraudulent execution of a Payment Transaction. Fixed Interest Rate means a fixed interest rate determined for a period agreed between the Client and the Bank. Payer means a person from whose account the Funds for executing a Payment Transaction are to be deducted or who makes the Funds available for execution of the Payment Transaction. Payment Tool means equipment or a group of procedures that were agreed to between the Bank and the Client that pertain to the Client and by which the Client gives a Payment Order. Payment Order means an Instruction by which the Payer or the Recipient requests that the Bank execute a Payment Transaction. Payment Service means a Banking Service considered a payment service pursuant to the Act on Payment Systems. Payment Transaction means the deposit of Funds into an Account, withdrawal of Funds from an Account or transfer of Funds. Signature Specimen means the form (including electronic form) on which an Account Holder specifies a Signatory and the scope of authorisation. The Signature Specimen can also specify the right of a Signatory to dispose of an actual Account or other rights of the Signatory granted by the Account Holder. The Signature Specimen can also be marked in another way, for example as a protocol for setting access rights. The Signature Specimen may also include the unique identification of the Signatory by a specimen signature. Variable Interest Rate means usually the sum of the relevant reference rate for the relevant period and the fixed variation agreed between the Client and the Bank. Instruction means the Client’s conduct towards the Bank other than an Instruction on the Agreement and consisting in the disposing of the Funds (such as a Payment Order) or any other act of the Client relating to the provision of Banking Services that is not an Instruction on the Agreement. Instruction on the Agreement means a written expression of the Client’s will leading to the conclusion, change or termination of the Agreement, which can be made, inter alia, with the use of the Electronic Identification Tool issued by the Bank under the conditions set out by the Bank for the relevant Banking Service and the relevant Electronic Identification Tool. Product Conditions mean business conditions of the Bank that are not the GBC and that regulate the provision of Banking Services, regardless of the name of such business conditions. Funds mean money in any form or currency, in particular bank-notes and coins, non-cash and electronic money. Interest Rates List means the currently valid list of interest rates of Raiffeisenbank a.s. published by the Bank primarily through the Public Website. Recipient means an individual to whose account Funds are to be credited pursuant to a Payment Order or to whom Funds are to be made available pursuant to a Payment Order. Complaint Guidelines mean the currently valid Complaint Guidelines of Raiffeisenbank a.s., which are published by the Bank in an Appropriate Manner. Agreement means any arrangement between the Bank and the Client creating, changing or dissolving any contractual relationship between the Bank and the Client. An Agreement always includes the business conditions to which the Agreement refers. Consumer means any individual who signs an Agreement with the Bank or otherwise deals with the Bank outside the framework of his business activities and/or his vocation. Technical Conditions mean the business conditions of the Bank governing, in particular, the rules for the provision of Payment Services by the Bank, primarily the conditions for performing Payment Transactions, and the conditions for issuing and accepting cheques. Permanent Address means the address of permanent residence or stay (in the case of a Consumer), and the address of the registered office (in the case of an entrepreneur). Permanent Data Carrier means any subject or system that enables the preservation of information so that it can be used for a period adequate to the purpose of this information and that allows reproduction of this information in unaltered form. Domestic Payment Transaction means a Payment Transaction that is executed based on a Payment Order to transfer Funds in CZK and that includes a non-cash transfer only within the Czech Republic. Account means an account opened and maintained by Bank for an Account Holder based on an Agreement; a technical or internal account of the Bank or a credit account is not considered an Account. Public Website means the Internet site of the Bank accessible to the public, i.e. www.rb.cz. Appropriate Manner means a manner of informing which is adequate to the relevant Banking Service or delivered document, for instance by way of posting at the Business Locations, on the Public Website or via the Electronic Channel. GBC means the General Business Conditions of Raiffeisenbank a.s. Foreign Payment Transaction means a Payment Transaction that is not the Domestic Payment Transaction. The Payment System Act is a law that regulates, among other matters, the rights and obligations of users and payment service providers. Delivery means mail, message, documents or electronic files and includes also an Instruction or Instruction on the Agreement delivered by the Client to the Bank.