



- 1.1 These Terms and Conditions for the Use of the Online Portfolio are binding rules and conditions for the use of the Online Portfolio and whoever uses it, whether it be the Client or another entity, is obliged to adhere to them. **Logging into and using the Online Portfolio means agreeing with these Terms and Conditions for the Use of the Online Portfolio**, whereas each additional login to the Online Portfolio means the repeated agreement with these Terms and Conditions.
- 1.2 **Any person who does not agree with these Terms and Conditions for the use of the Online Portfolio must not use the Online Portfolio. The Bank asks such a person to leave the Online Portfolio and to refrain from using it.**
- 1.3 **Use of the Online Portfolio.** The Client may submit Orders to the Bank or negotiate other Services with the Bank through the Online Portfolio, if the Online Portfolio permits the submission of the relevant Order or negotiation of the relevant Service at the given moment. The individual functions and possibilities of the Online Portfolio are available in various time ranges, especially in connection with the availability of the relevant markets and according to the Bank's ability to provide the Services. The Client uses the Online Portfolio at its own risk and assumes full responsibility and the risk of loss on the basis of the use of the Online Portfolio.
- 1.4 The Client's actions through the Online Portfolio are actions on the basis of and in connection with the relevant Contract. The individual functionalities and possibilities of the Online Portfolio can depend on the specific Contract.
- 1.5 The Bank reserves the right to change, stop, limit or cancel the Client's access to the Online Portfolio or its part, the provisioning of the Services through the Online Portfolio or the services, information and functions available on the Online Portfolio at any time, even without prior notification and without giving a reason, especially (i) for the reasons of updating the software, (ii) for reasons that are out of the Bank's control, (iii) if it would not be able to meet its obligations ensuing from the legal regulations through the operation of the Online Portfolio, or (iv) if technical reasons would make it impossible to provide the Online Portfolio in the necessary quality. The Bank undertakes to exert a reasonable effort to enable it to provide the Services to the Clients in such situations in a reasonable scope by alternative means. The Bank is not responsible for any damage incurred by the Client as a result of the Bank's actions pursuant to this paragraph.
- 1.6 **Access to the Online Portfolio from abroad.** The Client and the persons acting on its behalf undertake to adhere to the requirements and limitations that may be valid in the jurisdiction or jurisdictions from which it accesses the Online Portfolio.
- 1.7 **Persons authorised to use the Online Portfolio.** Only the Client and persons specified in the Specimen Signatures can use the Online Portfolio. All the users of the Online Portfolio must always simultaneously be users of the direct banking service in the sense of the Contract for the Provision of Direct Banking. If a person different from the Client uses the Online Portfolio, he is considered to be the Client in the Online Portfolio environment, with all the Client's rights and obligations and he is authorised to make full use of all the functionality and possibilities of the Online Portfolio, unless the Bank only allows them directly to the Client itself. Each such person has his own login information for the Online Portfolio.
- 1.8 The displayed valuations and on-line prices of the Instrument received for trading on the PSE displayed in the Online Portfolio are the exclusive property of Wiener Boerse AG (hereinafter "**WBAG**") or another entity to which WBAG provides this information (hereinafter the "**Price Information**").
- 1.9 The Client hereby declares and undertakes that:
 - a) it will not share its login information for the Online Portfolio with another person;
 - b) it will only use the Price Information for its own personal purposes and the management of its assets;
 - c) it will not provide the Price Information to other entities (either against payment or not) without the Bank's or WBAG's approval;
 - d) it will not use the Price Information for commercial purposes or for the administration of third-party assets (such as investment clubs, the administration of assets of third parties, etc.);
 - e) if necessary, it shall allow WBAG or an entity it authorises to perform an audit on the use of the Price Information in accordance with these Terms and Conditions for the Use of the Online Portfolio;
 - f) it agrees with the provisioning of its personal data to WBAG by the Bank for the purposes of an audit on the part of WBAG.
- 1.10 If the Client breaches any of the declarations or obligations in paragraph 1.9, the Bank reserves the right to change, stop, limit or cancel the Client's access to the Online Portfolio or its part, the provisioning of the Services through the Online Portfolio or the services, information and functions available on the Online Portfolio at any time, even without prior notification and without giving a reason. The Bank is not responsible for any damage incurred by the Client as a result of the Bank's actions pursuant to this paragraph.

- 1.11 The valuations given in the Online Portfolio are only informational and cannot be considered to be the fulfilment of any information obligation according to legal regulations, cannot be used as the foundation for accounting and cannot even be used for any other purposes. The given valuation always applies to the final price of the previous day and can differ from the current market price. The Bank takes the valuations and Price Information from third parties and does not guarantee its accuracy.
- 1.12 The given information cannot be considered to be an offer to purchase or sell any investment or other instruments or another call or offer to purchase or sell them or to provide investment recommendations or investment consultation.
- 1.13 The Bank cannot guarantee that the Client will have the opportunity to purchase or sell any Instrument for the price displayed in the Online Portfolio. It cannot be guaranteed that in the given time period, there will be a price available on the relevant market. Thus, until that time, the Client might not have any possibility to perform the requested purchase or sale.

2. Guarantees

- 2.1 **Declaration about Online Portfolio.** The Online Portfolio is provided as is, at the Client's sole risk and neither the Bank nor any other provider of its services makes any declarations regarding the Online Portfolio, including, inter alia, declarations regarding (1) the timeliness, accuracy or completeness of the Online Portfolio; (2) the continuous functionality of the Online Portfolio; (3) the security of the Online Portfolio, including that there are not viruses on the Online Portfolio or the servers from which they are accessed; (4) the results that the Client or other third party obtains by using the Online Portfolio; and (5) any third-party content accessible on or through the Online Portfolio.
- 2.2 **Updates.** Neither the Bank nor any of its service providers are obliged to maintain or update any content of the Online Portfolio, nor do they bear any responsibility for its maintenance and this content can be up-to-date at the end of the working hours of the previous day, in real time or with a delay.
- 2.3 **Links to Internet pages.** The Online Portfolio may provide links to other internet pages supported and maintained by third parties (Third-Party Pages), which neither the Bank nor any of its service providers have any control over. The Bank only provides these links in order to make it easier for the Client to acquire information. Thus, the Bank does not make any declaration concerning the content of these Third-Party Pages nor of the entities connected with them in any manner. The fact that the Bank provides a link to Third-Party Pages does not represent any recommendation, agreement, support, consent, approval or expression of a relation on the part of the Bank or any of its service providers with regard to the Third-Party Pages or the entities connected with them in any manner.
- 2.4 **Defence of the Client.** The Bank will defend the Client against any claims made on the basis of the allegation that the Online Portfolio breaches the written third-party intellectual property rights, if (i) the Online Portfolio will be used as permitted by the Contract and these Terms and Conditions for the Use of the Online Portfolio, (ii) the Client informs the Bank of such a claim without delay, (iii) the Client permits the Bank to have full control over the defence and the settlement of the dispute, and (iv) the Client will cooperate with the Bank during this defence. The Bank does not assume any other obligation to compensate damages in connection with any other matter.
- 2.5 **Obligation of Client to compensate damages.** The Client undertakes to compensate the Bank for damages (including a loss of profits) and all expenditures and costs (including, inter alia, the payment for legal services, interest, fines, VAT or similar taxes) incurred by the Bank directly or indirectly as a result or in relation to: (i) any breach of these Terms and Conditions for the Use of the Online Portfolio on the part of the Client; (ii) claims of third parties in connection with the use, abuse or impossibility to use the Online Portfolio, (iii) the non-adherence to the legal regulations (including, inter alia, the relevant foreign exchange regulations or investment limits) by the Client in relation to the use of the Online Portfolio; or (iv) the Client's negligence, intentional omission or fraud, in any case in connection with the use or abuse of the Online Portfolio, submission of the Order or provisioning of Services.

3. Liability

- 3.1 **Liability of Bank.** The Bank is not responsible for (i) any loss, damage, claim or expense of any kind, incurred either directly or indirectly on the basis of negligence, a breach of the Contract, misrepresentation or otherwise, which the Client incurred, inter alia, as a result of (A) the Client's access of or inability to access the Online Portfolio or the use of abuse of the Online Portfolio by the Client, (B) any content of the Internet Pages or Online Portfolio or the use of this content by the Client, (C) any errors or omissions in the Online Portfolio, (D) errors in the information entered by the Client in the Online Portfolio, (E) the transfer of information through public networks, including the internet, (F) the non-transmission or delayed transmission of negotiations directed at the closing of the Transaction, (G) the prices or rates accessible in the Online Portfolio, (H) the availability of the Online Portfolio, (I) access to the content provided to the Client by a Third-Party Page which the Client accesses through a link in the Online Portfolio, or the use of this content, or (J) the unauthorised access of the Online Portfolio or other means of communication used by the Bank in relation to the services

provided pursuant to the Contract, unless this loss occurred directly as a result of gross negligence, intentional misconduct or fraud on the part of the Bank, (ii) (a) a loss of reputation and (b) a loss of or damage to data.

4. Definition of Terms

4.1 Terms in these Terms and Conditions used in the singular shall also stand for the plural and vice versa, unless the context suggests otherwise. All titles and subtitles used in the text are for convenience only and shall not be taken in consideration in interpreting these Terms and Conditions for the Use of the Online Portfolio. Any reference to the Terms and Conditions for the Use of the Online Portfolio or any other document or agreement always refers to the current version of these Terms and Conditions for the Use of the Online Portfolio published at the Internet Address.

4.2 In addition to the terms defined in the Contract and in the General Conditions, unless defined otherwise in these Terms and Conditions for the Use of the Online Portfolio, further terms that begin with a capital letter shall have the meaning as defined in these Terms and Conditions for the Use of the Online Portfolio below:

"Bank" shall mean Komerční Banka, a. s., registered office at Prague 1, Na Příkopě 33/969, Postal Code: 453 17 054, entered into the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360.

"Internet Address" shall be the Bank's web (Internet) page www.kb.cz.

The **"Client"** shall be the entity with which the Bank has concluded a Contract and who uses the Online Portfolio.

"Instrument" shall be an investment instrument or other instrument, including instruments with leverage effect, regarding which the Bank provides the Service.

"Online Portfolio" shall be an on-line application of the Bank available at trading.kb.cz.

The **"Contract"** shall be the agreement between the Bank and the Client, in connection with and on the basis of which the Client uses the Online Portfolio, most often a Contract for the Procurement of a Purchase/Sale of Securities, Contract for the Procurement of a Purchase/Sale of Investment Instruments or Contract for the Procurement of a Transactions with Securities (and the Administration of Securities).

"General Conditions" shall mean the General Business Terms and Conditions of the Bank that are part of this Contract in accordance with Section 1751 of the Civil Code and are published by the Bank at the Internet Address.

5. Final Provisions

5.1 **Change of Terms and Conditions for the Use of the Online Portfolio.** The Bank reserves the right to change the Terms and Conditions of the Use of the Online Portfolio, whereas the Clients will be informed about the changes when logging in to the Online Portfolio, or electronically at the Client's e-mail address.

5.2 **Change of information in the Contract.** If the Online Portfolio permits the change to any of the Client's information in the Contract or related to the Contract and the Client confirms it in the Online Portfolio, such a change shall be considered to be a change in accordance with the Contract. The Bank can inform the Client of the Bank's information related to the Contract through the Online Portfolio.

5.3 The Contract can be changed through the Online Portfolio, if the Bank and Client explicitly agree with the relevant change or supplement.

5.4 **Decisive law.** The Terms and Conditions for the Use of the Online Portfolio adhere to the legal code of the Czech Republic.

5.5 **Effect.** These Terms and Conditions for the Use of the Online Portfolio come into effect on 26.4.2021.