

Terms and Conditions of Digital Channels

effective as of 19.08.2022

The objective of Inbank is to create services that are easy and convenient to use. For this purpose, we have created various digital channels such as the Internet bank and mobile application, which You can use to obtain information about the services You use and perform the necessary operations.

1. DEFINITIONS

Terms and Conditions	These Terms and Conditions of Digital Channels.
User	You or a natural person who uses the Digital Channels on Your behalf. There may be several users in exceptional cases.
Security Element	Your or the User's password, biometric identification element or other means of authentication, confirmation or signing that allows for identification or a set thereof, with which the Digital Channels can be used.
Internet Bank	Electronic service channel on Our Website, where the User can log in with the Security Elements and perform Operations with their Client Account and the Services to the extent determined by Us.
Mobile Application	Our mobile operating system application, where the User can log in with the Security Elements and perform Operations with their Client Account and the Services to the extent determined by Us.
Operation	Use of the Service provided by Us or a Third Party via a Digital Channel, including giving Orders or submitting Notices or Applications.

We use the other terms with capital initials in the meaning defined in the General Terms and Conditions of Inbank AS.

2. APPLICATION OF TERMS AND CONDITIONS

2.1 We allow You to use the Digital Channels if You are Our Client and have agreed with these Terms and Conditions. The Terms and Conditions apply to all of Our Clients without a term until the end of the Client Relationship.

2.2 The Terms and Conditions regulate the relationships between Us and You upon the use of the Digital Channels. In addition to the Terms and Conditions, the use of the Digital Channels is regulated by the General Terms and Conditions of Inbank AS, the Service Contract, the Principles of Processing Client Data, the Price List and the other relevant standard terms and conditions approved by Inbank. Should there be contradictions between the Terms and Conditions and the General Terms and Conditions of Inbank AS, We will proceed from the Terms and Conditions. We will apply the General Terms and Conditions of Inbank AS to issues not regulated in the Terms and Conditions.

2.3 We have the right to amend the Terms and Conditions unilaterally. We proceed from the fact that the amendment must be reasonable in respect of You. We will inform You of the amendment at least 30 (thirty) days before the amendment enters into force, unless otherwise provided for by law or said terms and conditions. If You disagree with the amendments announced by Us, You have the right to refuse the amendments and terminate the Service Contract by a notice delivered to us. The Service Contract shall terminate within 30 (thirty) days of the date we have received the written notice from you. If You do not terminate the Service Contract, it will be deemed Your full acceptance of all the amendments.

2.4 We do not apply the notice period specified in clause 2.3 if: a) the terms and conditions become more favourable to You as a result of the amendment; or b) the amendments are purely formal and do not affect the contractual rights and obligations of the Parties; or c) new Services are added. In such cases We may unilaterally make the amendments and inform you about such amendment and you do not have right to terminate the Service Contract based on such amendment.

2.5 The laws of the Czech Republic applies to the Terms and Conditions.

3. USE OF DIGITAL CHANNELS

3.1 We will create a User for You that allows You to use the Digital Channels and that comes with personal rights and possibilities for the performance Operations. The User has the right to log in to the Digital Channels and perform Operations pursuant to the terms and conditions stipulated in the Service Contract and to the extent and with the rights You have given to the User. The use of all of the Digital Channels may not be possible, because the accessibility of Services may differ in Digital Channels. We may offer You additional services and discounts at any time and terminate the use of such services partly or in full without Your consent.

3.2 You can give rights to the User and take them away at Our Branch and via the Digital Channels. All of the Operations must be performed in accordance with the terms and conditions of the Service Contract and the other contracts entered into between Us and You. In the event of a breach of this clause, We have the right to not execute the Orders given by You.

3.3 If the User has the right to give Orders and in the cases determined by Us, We will identify the User in the manner described in the General Terms and Conditions of Inbank AS before We allow the User to start using the Digital Channels. Every time, the User is identified digitally using a Security Element. The Operation is performed in the manner selected by Us. An Operation appropriately performed by the User is deemed equal to an Operation performed by You or Your legal representative.

3.4 You must send these Terms and Conditions, the General Terms and Conditions of Inbank AS, the Principles of Processing Client Data, the Price List and the other relevant Service Contracts entered into between Us and You and the Service Terms and Conditions to all of the Users appointed by You. It is Your responsibility to ensure that the User appointed by You is aware of all of the terms and conditions applied to their activities and that the User appropriately complies with all of the terms and conditions.

3.5 Third Parties, who are Our contractual partners may also provide services to You via Our Digital Channels. Such services are used according to the terms and conditions of the relevant Third Party. We are not liable for the services provided by a Third Party.



3.6 The User is not permitted to use the Digital Channels in a manner that may cause damage to Us or a Third Party. When using the Digital Channels, the User must perform the obligations that arise from law, the General Terms and Conditions of Inbank AS and the standard terms and conditions of the other Services of Inbank.

3.7 The User is obliged to pay Us for the use of the Digital Channels and the Operations performed through them according to the Price List. The fees for the use of a Service set forth in the Price List are subject to payment during the entire contract period, incl. during the time when the use of the Digital Channels was restricted.

4. SECURITY AND TECHNICAL REQUIREMENTS

4.1 The User is liable for the security of the device and the Internet connection used to enter the Digital Channels. The User also assumes full liability for keeping the electronic device secure and protecting it with security elements by performing Operations in a simplified manner via the Mobile Application.

4.2 When using the Digital Channels, the User must follow the instructions for the correct and secure use of the Digital Channels and the Security Elements given by Us on the Website and in the Digital Channels. If the User fails to follow Our instructions, We have the right to not execute the Order and/or not allow the performance of another Operation.

4.3 The User must do everything possible to guarantee the protection of the Security Elements. The User must also not disclose the Security Elements or allow a Third Party to use them. Upon the use of a certified means of authentication, the User must also perform the obligations agreed with the provider of the relevant certification services, including the obligations arising from law. The User must delete the Security Elements from every device that the User stops using. We have the right to assume that You are the only user of the device.

4.4 The User must immediately inform us on Our Contact Details if they suspect that a Security Element has ended up in the possession of a Third Party as a result of being stolen or lost. In the case of a certified means of authentication, the User must also inform the provider of the respective certification service. We cannot be held liable for the damage caused to You or a Third Party (incl. the User) in this manner.

4.5 You are liable for the damage caused by the unauthorised use of the Digital Channels, incl. the theft or loss of a Security Element, until the notice specified in clause 4.4 is forwarded to Us within the scope of the excess limit of 50 euros. The limit will not be applied if the damage was caused as a result of Your or the User's intentional activities, fraud and/or serious negligence.

4.6 If the Security Element is a password, the User can change it in the manner determined by Us. We urge You to change the password from time to time to guarantee the security of the performance of the Operations. We have the right to establish additional requirements for the security of the password.

4.7 The User has to download and install Our Mobile Application on their device in order to use it. If new functions or security measures are added to the Mobile Application, You agree with them by accepting the respective update or using the updated Mobile Application. Updating guarantees secure use and the best functionality. We do not support all operating systems or their versions or versions of the Mobile Application that are more than six (6) months old.

4.8 You must immediately inform us via Our Contact Details about any disruptions in the use Digital Channels.

5. RESTRICTION OF USE OF DIGITAL CHANNELS

5.1 We have the right to block the User's access until the clarification of circumstances or demand the use of a different Security Element in the Digital Channels in each of the following cases: (1) the User has identified themselves incorrectly with their Security Element several times in a row; (2) We have reason to suspect that the Security Elements are being misused, incl. used by an unauthorised user or in an unjustified manner; (3) on the basis of any other right of restriction arising from the General Terms and Conditions of Inbank AS.

5.2 After blocking access to the Digital Channels, We will ascertain all significant circumstances and unblock the access if the reason for blocking it has disappeared or new information makes it possible to unblock the access.

5.3 We cannot be held liable for any damage caused to You or a Third Party (incl. the User) when We block access to the Digital Channels according to these Terms and Conditions, unless otherwise stipulated by law.

6. RESOLUTION OF DISPUTES

6.1 Any disputes will be resolved on the basis of the General Terms and Conditions of Inbank AS and the Complaints Handling Procedure that is accessible on the Website.

7. TERMINATION OF USE OF DIGITAL CHANNELS

7.1 If You would like to stop using the Digital Channels, You may submit the respective Application to Our Contact Details at any time.

7.2 We have the right to cancel the contract for use of the Digital Channels unilaterally at any time by giving You notice thereof at least thirty (30) days in advance. We may cancel the contract without notice on the grounds and pursuant to the procedure arising from law and/or the General Terms and Conditions of Inbank AS.

7.3 If the Client themselves is not the User, the contract will also be deemed expired in respect of the User.

7.4 The expiry of the contract for use of the Digital Channels does not affect the collectability or satisfaction of the monetary claims that arose before the expiry of the contract. We have the right to debit the Client Account to the extent of the transaction amounts and service charges of any Services as well as any other debts.

8. OTHER TERMS AND CONDITIONS

8.1 We may perform scheduled and unscheduled maintenance and development works during which the use of the Digital Channels and the Services is partly or fully restricted. If possible, We will perform maintenance and development works at night.

8.2 Please keep in mind that the use of the Digital Channels and the functions associated with them may be disrupted from time to time, but Our goal is to restore the functioning of the Digital Channels as soon as possible. We cannot be held liable for any damage caused by the inappropriate functioning of the Digital Channels.