**Notice on Payment System at Česká exportní banka, a.s.**

##  Information on the Provider and the Supervisory Authority

Česká exportní banka a.s., with the registered office at Vodičkova 34, 111 21 Prague 1, ID number 63078333, registered in the commercial register maintained by the Municipal Court in Prague, Section B, Insert 3042 (hereinafter referred to as the “**Bank**”), BIC CZEECZPP, bank code 8090.

The subject of the Bank´s business is the provision of services in accordance with Act No. 21/1992 Coll., on banks, as amended, and the banking license. These data are provided in the list of regulated and registered entities maintained by the Czech National Bank or in the Commercial Register.

Česká exportní banka, a.s. executes payments in accordance with the provisions of generally binding legal regulations, in particular in accordance with Act No. 370/2017 Coll., on payment system, as amended (hereinafter referred to as the “**Payment System Act**”).

The Bank can be contacted using the email address ceb@ceb.cz , by fax at 420 224 226 162, by post to the above address of the Bank´s registered office. Communication between the Client and the Bank can also take a place via electronic communication under the conditions set by legal regulations, the Business Terms and Conditions for accounts maintenance and the Business Terms and Conditions of Electronic Client Communication. .

The activities of the Bank are supervised by the Czech National Bank, with its registered office at na Příkopě 28,115 03 Prague 1

## Definitions

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| --- | --- |
| **Bank** | Česká exportní banka a.s. |
| **BIC**  | Business Identifier Code, formerly Bank Identifier Code, a unique code by which the bank is uniquely identified in the international financial world and under which the bank is connected to the SWIFT network (sometimes also referred to as SWIFT code)  |
| **Due date** | the date specified by the client when the funds are to be debited from his/her account. The due date cannot be earlier than the time of receipt of the payment order |
| **Euro payment** | incoming and outgoing payments in EUR, including the national currencies of EU/EEA Member States. Both the payer´s and payee´s account must be held within the EU/EEA countries and contains account numbers in international IBAN format, SHA fee option code  |
| **IBAN**  | International Bank Account Number, an internationally standardized bank account number that uniquely identifies the user´s account number with the relevant provider/bank/payee in a given country |
| **Unique identifier** | a combination of digits, letters or symbols, allowing identification, according to the Bank or another payment services provider, of the payment service user or their account within the meaning of the Payment System Act when making payment transactions; The unique identifier is  |
| **for a payment within the Czech Republic** | account number and bank code |
| **for payments to/from abroad excluding Euro payments** | IBAN or account number (if a transaction is made to countries not using account numbers in IBAN format) and |
| BIC or bank clearing code (if a transaction is made to non-BIC countries) |
| **for Euro payments** | IBAN  |
| **Moment of the payment order acceptance** | • the moment when the payment order was submitted by the client to the Bank, or • in case that the payment transaction is to be executed (i) at a point in time, or (ii) at the time when certain conditions are met, or (iii) at the end of a certain period, the moment determined this way, provided that all conditions for the execution of the payment order stipulated in a contractual agreement between the Bank and the client and by legislation are fulfilled at such moment  |
| **Payment account** | an account in CZK and selected foreign currencies used for payment transactions |
| **Payment transaction** | deposit of funds into a payment account, withdrawal of funds from a payment account or transfer of funds, if carried out as part of a payment service |
| **Payer**  | a user of payment services/client from whose account funds are to be debited in order to execute a payment transaction |
| **Specimen signature** | the signature of the client (account holder), or of a person authorized by the client to dispose of the funds on the account, on the relevant form of the Bank, which is explicitly designated as the signature specimen |
| **Payment service provider** | the Bank, CNB, domestic and foreign banks, foreign financial institutions, credit unions, payment institutions, etc. under the terms of the Payment System Act |
| **Bank day** | the date on which the payer´s provider or the payee´s provider executing the payment transaction normally carries out the activities necessary for the execution of that payment transaction, |
| **Opening hours** | the part of the bank day when the Bank carries out activities necessary for the execution of a payment transaction; **the Bank´s opening hours are from 9:00 am to 1:00 pm** |
| **Payee** | a user of payment services/client in whose favour the payment transaction is executed, or to whose account the funds are credited |
| **Payment order** | an order to pay, to execute a transfer of funds from the payer´s account to the payee´s account in paper form, i.e. the client´s instruction given to the Bank to execute a payment transaction |
| **Account agreement** | a framework agreement regarding payment services under the Payment System Act, concluded between the Bank and the client |
| **Domestic payment system** | cashless transfers of funds in CZK in the Czech Republic posted through the CNB clearing center |
| **Payment** | transfer of funds from the payer´s account to the payee´s account based on a payment order given by the payer directly to their payment services provider |
| **Foreign payment system** | cashless transfers in a currency other than CZK in the Czech Republic and all cashless transfers from or to abroad regardless of the currency. |

## General Provisions – Payment Transactions

Pursuant to the provisions of Act No. 58/1995 Coll., on insurance and financing of exports with state support and on supplementing Act No. 166/1993 Coll., on the Supreme Audit Office, as amended, the Bank focuses in the area of payment system primarily on the execution of payment operations related to the provision of supported financing. The terms and conditions for the provision of supported financing also affect the conditions for execution of the transfer of funds linked to the supported financing.

The Bank does not execute cash payments, mediate collection payments and does not provide clients with payment services via electronic banking. The Bank does not issue or manage payment instruments. The fee for the services provided is set out in the Tariff of Fees unless expressly agreed otherwise. The Tariff of Fees is available on the Bank´s website at <https://www.ceb.cz/>

Current interest rates for individual account types are set out in the Interest Rate List available on the Bank´s website at <https://www.ceb.cz/>

The identifier necessary for the proper execution of a payment order is a unique identifier (account number and bank code for payments within the Czech Republic, IBAN for payments within the EU/EEA, account number, BIC or bank code for payments outside the EU/EEA).

When handling funds in the account, the client is responsible for compliance with generally binding legal regulations. Payment orders shall be submitted by the client on forms approved by the Bank and signed in accordance with the signature specimens provided to the Bank for the account. **The payment orders are authorized by the signature of the authorized person according to the signature specimen to the account.**

The client may withdraw its consent to a payment transaction, as long as the payment order for that payment transaction can be withdrawn, no later than one business day before the payment order is due during the Bank´s opening hours, by delivering a notification to the Bank.

The Bank may, without the prior consent of the account holder, make a corrective settlement if the amount of the payment transaction has not been settled in accordance with the payment order. The client shall be notified by the Bank of the corrective settlement.

Within the domestic payment system (CZK), the Bank uses its technical connection to the interbank clearing system operated by the Czech National Bank (clearing center, CNB), which ensures prompt settlement of payments between banks.

In the context of foreign payment transactions, the Bank uses a network of foreign correspondent banks, which arrange payments to payee´s accounts through the SWIFT system.

The Bank executes foreign payment transactions only in the currencies specified in the Bank´s exchange rate list and the Bank must have correspondent relations with the relevant bank in these currencies. The execution of a payment order in other currencies may only be performed upon prior agreement with the Bank. A list of correspondent banks is available on the Bank´s website <https://www.ceb.cz/>

## Outgoing and Incoming Payments

## Outgoing payments

The Bank only executes cashless payments on the basis of effective one-off or multiple written payment orders

* in paper form on the appropriate forms approved by the Bank,
* signed by the authorized person in accordance with the signature specimen,
* delivered to the Bank in person by handing it over to the relevant Bank employee at the Bank´s filing room or through a postal license holder or through electronic communication.

**The Bank shall refuse and not execute the payment order**, if the contractual conditions for its execution are not met or if the law stipulates so, in particular if:

* the payment order does not contain all formal content requirements;
* the account lacks sufficient funds to execute the payment order and to pay the fees for the payment order execution;
* based on a payment order, a payment should be made to a country that is on the list of countries suspected of supporting terrorism, or through banks and their constituents also outside these territories if the parent bank´s registration is in a country stated on the list of countries supporting terrorism;
* based on a payment order, a payment should be made to the payee that is on the list of sanctioned entities;
* the payment order is not compliant with Act No.186/2016 Coll., on gambling;
* it is not signed in accordance with the manner agreed in the account agreement;
* execution of the payment order would breach the obligation imposed on the Bank by generally binding legal regulations.

If, in the case of multiple payment orders with the same moment of the payment order acceptance, the total amount of the transaction exceeds the balance on the client´s account (after taking into account the amount of the minimum balance, if any, and the payment order execution fee) and the client does not set payment priority, the order of payment executions is determined by the Bank.

The Bank shall inform the client of the refusal to execute a payment order by sending the information to the client´s fax number or e-mail address (including the reasons for the refusal and the procedure for correcting the errors). Provision of this information may incur additional charges.

The Bank is entitled, within the foreign payment system, to determine the method of execution of the payment order and to use correspondent banks of its own choice at its discretion.

**Particulars of payment orders**

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| --- |
| **Payment order - domestic payment system** |
| Obligatory particulars | Unique identifier of the payer |
| Unique identifier of the payee [[1]](#footnote-2)  |
| the amount of the transfer in CZK, the total amount of the transfer in CZK in the multiple order must be equal to the sum of the individual amounts |
| signature in accordance with the specimen signature, where appropriate, a stamp on the relevant form |
| Additional particulars (optional) | due date (i.e. the date on which funds are to be debited from the account) |
| variable symbol [[2]](#footnote-3) |
| specific symbol 2 |
| constant symbol [[3]](#footnote-4) |
| text message for the payee – maximum 140 characters |
| date of the payment order issue (unless specified, the date of delivery of the written payment order to the Bank) |
|  | indication of whether the payment is standard, express, if not indicated, the payment shall be standard. |
| **Payment order - foreign payment system** |
| Obligatory particulars | client´s bank connection | Unique identifier of the payer |
| account name - the payer´s name and address |
| bank account of the payee | Unique identifier of the payee |
| the payee´s account name |
| name and address of the payee´s bank at which the account is held and the BIC code [[4]](#footnote-5)  |
| currency and amount |
| method of charging fees - form of payment of fees - SHA, BEN, OUR |
| signature in accordance with the specimen signature |
| specific requirements of a foreign bank (outside the EEA)[[5]](#footnote-6)  |
| Additional particulars (optional) | due date (i.e. the date on which funds are to be debited from the account) |
| purpose of transfer - information for the payee  |
| date of the payment order issue (unless specified, the date of delivery of the written payment order to the Bank) |
|  | Indication of whether the payment is standard, express, if not indicated, the payment shall be standard. |

## Incoming payments

The Bank is entitled to reject an incoming payment due to an incorrect unique identifier of the payee/client and return the payment to the payer´s provider, i.e. the sending bank. The Bank shall be entitled to reject or return an incoming payment to the payer´s provider in case of insufficient identification of the payer, i.e. without providing the payer´s account number (or other payer identifier) and the name and address of the payer. If the payment order from abroad is not filled in completely and correctly, the Bank shall credit the payment only after the foreign data has been clarified. The Bank shall not be liable for delays or other losses incurred by the client due to incorrect or incomplete instructions.

In cases where the payee´s provider does not execute the payer´s/client´s payment order and returns the amount less its expenses to the Bank, the Bank shall credit the reduced amount back to the client´s account.

The Bank is not obliged to check the compliance of the unique identifier of the payee with other data on the payee stated by the payer (e.g. the account name)

**Foreign payment system:**

The Bank shall credit funds to the client´s account if the following conditions are met:

* the correspondent bank shall credit the amount of the payment to the Bank´s account, and
* the Bank shall receive payment instructions from the correspondent bank containing the payer´s unique identifier and the payee´s unique identifier.

If the criteria for qualifying an incoming payment as a transfer to/from EU/EEA Member States in the currencies of EU/EEA Member States (Europayments) are not met, the incoming payment shall be processed and charged in accordance with the Bank´s tariff of fees for services provided (hereinafter referred to as the “**Tariff of Fees**”).

The following fee payment codes can be used for transfers abroad and in a foreign currency to the home country:

OUR – the payer pays all fees (i.e. the payer/client of the Bank pays the Bank´s fees within the scope of the applicable Tariff of Fees as well as the fees of the payee´s provider, the payee shall receive the original transfer amount as instructed by the payer).

SHA – the payer/payee pays the fees of his/her provider (i.e. the payer/client of the Bank pays the Bank´s fees within the scope of the applicable Tariff of Fees; the payee/client of another provider pays the fees of his/her provider or other intermediary providers). For transfers in currencies of EU/EEA Member States to EU/EEA Member States, it is mandatory to use SHA.

BEN – all fees are paid by the payee (i.e. the payer/client of the Bank pays no fees. The payee/client of the other provider receives the transfer amount less the Bank´s fees as per the Bank´s Tariff of Fees in force; the payee/client of the other provider pays the fees of his/her provider or other intermediary providers, if applicable.

## Payment Deadlines and Time Limits

The Bank accepts payment orders on bank days during its opening hours. If the payment order is delivered to the Bank outside its opening hours, the following bank day shall be deemed the moment of the payment order acceptance.

The time limits are based on the moment of the payment order acceptance, i.e. on D-day, when all contractual conditions have been fulfilled. Time limits are stated in bank days. The final deadline for crediting the funds to the payee´s account is dependent on the processing times of the payee´s payment service provider, correspondent banks and how they define bank days. The payment order shall be executed within the time limits specified below.

##  Outgoing Payments

**Domestic payments**

|  |  |  |  |
| --- | --- | --- | --- |
| Type of payment order | Order submission to the Bank (deadline) | Moment of payment order acceptance (debiting of funds from client´s account | Crediting of funds |
| To the account of Bank´s client | to the account of other payee´s provider |
| Standard order | by 1 p.m. | D | D | D+1 |
| after 1 p.m. | D+1 | D+1 | D+2 |
| Priority (urgent) | by 1 p.m. | D | x | D |
| after 1 p.m. | D+1 | x | D+1 |

**Foreign payments**

|  |  |  |  |
| --- | --- | --- | --- |
| Type of payment order | Order submission to the Bank (deadline) | Moment of payment order acceptance (debiting of funds from client´s account | Crediting of funds |
| To the account of Bank´s client | to the account of other payee´s provider |
| Standard order | by 1 p.m. | D | D | D+2 |
| after 1 p.m. | D+1 | D+1 | D+3 |
| Priority (urgent) | by 1 p.m. | D | x | D / D+1 |
| after 1 p.m. | D+1 | x | D+1 / D+2 |

## Incoming Payments

**Payment orders received via the CNB´s clearing center**

|  |  |  |  |
| --- | --- | --- | --- |
| Type of payment order | Order submission to the Bank (deadline) | Moment of payment order acceptance (debiting of funds from client´s account | Crediting of funds |
| To the account of Bank´s client | to the account of other payee´s provider |
| Standard order | by 4 p.m. | D | D | x |
| Priority (urgent) | by 4 p.m. | D | D | x |

**Transfers from abroad and in foreign currency from home country**

|  |  |  |
| --- | --- | --- |
| Type of payment order | Delivery of order to the Bank from the payer´s provider | Crediting of funds to Bank´s client account |
|
| Standard incoming payment | by 1 p.m. | D |
| after 1 p.m.  | D+1 |

## Prices in Payment System

The Bank shall be entitled to charge the client the price for account maintenance and related services, for any conversions, for any other services performed and for actual expenses incurred in connection with the payment transaction (hereinafter referred to as the “**Service Fee**”). The amount of the Service Fee is set out in the Tariff of Fees or as agreed between the parties. The Bank shall be obliged to issue the client, upon request, proof of payment of the Service Fee, unless this information is not clear from the proof of service provision. The Bank´s Tariff of Fees, including the General Provisions, is available on the Bank´s website <https://www.ceb.cz/co-nabizime/cenik-a-sazby/sazebnik-cen-za-poskytovane-sluzby/>.

## Exchange Rates Used for Currency Conversions

When converting currencies, the Bank uses its own exchange rates valid at the time of processing. The Bank and the client may agree on a different exchange rate.

For the conversion of one currency into another currency for the same client (conversion of currencies within a payment transaction), the selling and buying rates according to the Bank´s exchange rate list valid at the time of processing (hereinafter referred to as the “CEB exchange rate”) are used as follows:

|  |  |
| --- | --- |
| payments denominated in CZK from an account held in a foreign currency | CEB exchange rate “Foreign currency - buy”  |
| payments denominated in a currency other than CZK from an account held in CZK | CEB exchange rate “Foreign currency - sell” |
| payments denominated in a currency other than CZK from an account held in another foreign currency | CEB exchange rate “Foreign currency - sell” to CZK and CEB exchange rate “Foreign currency - buy” to the account currency |
| payments in CZK credited to an account held in a foreign currency | CEB exchange rate “Foreign currency - sell” |
| payments denominated in a currency other than CZK credited to an account held in CZK | CEB exchange rate “Foreign currency - buy” |
| payments denominated in a currency other than CZK credited to an account held in another foreign currency | CEB exchange rate “Foreign currency - buy” to CZK and CEB exchange rate “Foreign currency - sell” to the account currency. |

**The Bank´s Exchange Rate List is published at the Bank´s registered office and at** [**www.ceb.cz**](http://www.ceb.cz)**.**

## Information about the Executed Payment Transactions and the Account Balance

The Bank shall inform the client in writing, by means of the account statement, regarding executed payment transactions and balance of funds on the account within the deadlines and in the manner agreed in the account agreement.

At the end of the calendar year, the Bank always informs the client of the account balance.

The client is obliged to immediately check the continuity of clearing, the account balance and executed payment transactions on the account statement.

In case of revealed discrepancies, the client is obliged to notify the Bank without undue delay, but no later than within 13 months from the date of execution of the payment transaction.

## Bank Liability

In case of liability for unauthorized or incorrectly executed payment transactions, the Bank shall proceed in accordance with the provisions of generally binding legal regulations [[6]](#footnote-7)) and in accordance with the account agreement and, within the domestic payment system, also in accordance with the rules of the CNB clearing center.

In the event of an unauthorized or incorrectly executed payment transaction notified by the client, the Bank is obliged to provide assistance to verify the payment transaction and to demonstrate that a procedure has been followed which allows to verify that the payment transaction has been correctly recorded, accounted for and not affected by a technical failure or other defect.

The client has the right to notify the Bank of an unauthorized or incorrectly executed payment transaction without undue delay after having discovered it, but no later than within 13 months from the date when the amount of the payment transaction was debited from the client´s/payer´s account or when the payment transaction was otherwise submitted for execution by the client/payer. If the client fails to notify an unauthorized or incorrectly executed payment transaction within this period and the Bank objects to the delayed notification, the court or other competent authority shall not grant the client the right to remedy the unauthorized or incorrectly executed payment transaction.

The Bank shall not be liable for an unauthorized or incorrectly executed payment transaction if the Bank was prevented from fulfilment of the obligation in question by a circumstance that is unusual, unpredictable, independent of the Bank´s will and if the Bank was not able to avert the consequences of such circumstance.

The right resulting from an improperly executed payment transaction shall not exclude the right to claim compensation or refund of unjust enrichment. However, claims exercised from the Bank resulting from an incorrectly executed payment transaction cannot be submitted again for any other legal reason.

If the client has incorrectly stated the unique identifier of the payee in the payment order, the Bank shall make every effort that can be fairly expected to return the funds from the payment transaction back to the client.

## Liability for an Unauthorized Payment Transaction

The Bank shall be liable to the client for an unauthorized payment transaction. This means a transaction not approved by the client. If an unauthorized payment transaction occurs, the Bank shall promptly, after being notified by the client of such fact, by the end of the following Bank Day at the latest:

* put the client´s account in the state it would be in if the unauthorized payment transaction had not occurred, or if not possible (e.g. the account no longer exists);
* refund the amount of the payment transaction to the client, including expenses paid and interest lost.

However, the aforementioned time limit shall not run if the Bank has a reason to believe that the client has acted fraudulently or has deliberately or grossly negligently breached any of its obligations set out in the account agreement and the terms and conditions for opening and maintaining accounts and the Bank shall notify the CNB of this fact in writing.

## Liability for an Incorrectly Executed Payment Transaction

A payment transaction is correctly executed if it is executed in accordance with the payment order. An incorrectly executed payment transaction is one that has not been executed properly, e.g. where incorrect amount of funds has been transferred within the payment transaction, if it has not been executed on time or if it has not been executed at all.

The payer´s bank shall correct the incorrectly executed payment transaction with respect to the payer, unless it proves to the payer and, where applicable, to the payee´s provider that the amount of the incorrectly executed payment transaction has been credited to the account of the payee´s provider. In such case, the incorrectly executed payment transaction shall be corrected by the payee´s provider with respect to the payee.

If a payment transaction is executed incorrectly in a situation when the **client is the payer and the client notifies the Bank they shall not insist on execution of the payment transaction**, the Bank shall immediately

* put the client´s account from which the amount of the payment transaction has been debited, in a state in which it would be if it had not been debited, or if not possible;
* return the amount of the payment transaction, the consideration paid and the interest lost to the payer in different manner.

This procedure applies only in relation to the amount of the incorrectly executed payment transaction that was not credited to the account of the payee´s provider before the payer notifies the Bank that they shall not insist on the execution of the payment transaction, provided that the Bank documents this crediting to the client and, where applicable, also to the payee´s provider.

If the Bank is obliged to correct an incorrectly executed payment transaction with respect to the **client/payer who fail to notify that they shall not insist on execution of the payment transaction**, the Bank shall immediately credit the amount of the incorrectly executed payment transaction to the account of the payee´s provider and

* put the client´s account in the state in which it would be if the Bank had executed the payment transaction correctly, or if not possible;
* return the incorrectly paid consideration and the interest lost to the payer in another manner.

If the Bank is liable for an incorrectly executed payment transaction to **the client who is the payee, it is obliged to correct the payment transaction immediately by**

* putting the client´s account in the state in which it would be if the Bank had executed the payment transaction correctly, or if not possible
* by giving the amount of the incorrectly executed payment transaction, the consideration paid and the interest lost to the client/payee in another manner.

If the payment transaction for which the client gives consent as the payer or payee has been performed incorrectly, the Bank is obliged, at their request, to make every effort that can be fairly expected to identify and find this payment transaction and inform the client of the outcome.

## 9.3 Corrective Settlement

If a payment transaction amount was credited to the client´s account by mistake, because the provider in the Czech Republic failed to charge the amount of the payment transaction in the Czech currency or did not use the bank details in accordance with its client´s order, the Bank shall debit from the account of the client - unauthorized payee - the amount of the payment transaction and release the incorrectly charged amount on the basis of the order of the provider that caused the incorrect execution. The Bank is entitled to put the unauthorized payee´s account in the state in which it would be if the incorrect payment transaction had not been executed.The Bank shall inform the client about the corrective settlement.

## Claims and Out-of-Court Dispute Resolution

The Bank accepts and handles client claims and complaints in accordance with the Rules for Handling Complaints and/or Claims, which are available on the Bank´s website <https://www.ceb.cz/>

If the client - entitled person - is not satisfied with the handling of the submission, they may, in cases provided for by law, contact the Financial Arbitrator of the Czech Republic [(www.finarbitr.cz](http://www.finarbitr.cz/)) or the regulator, in this case the Czech National Bank ([www.cnb.cz](http://www.cnb.cz/)).

##  Deposit Insurance

The funds in the account are insured in accordance with the Act on Banks. Detailed information can be found in the Information List on the Deposit Insurance Scheme available on the Bank´s website <https://www.ceb.cz/>. The client also receives an informative overview of the deposit insurance scheme when concluding the agreement.

## Final Provisions

This Notice on the Payment System at Česká exportní banka, a.s. enters into effect on 1 November 2023 and supersedes all prior Notices. The Notice is available on the Bank´s website <https://www.ceb.cz/>

1. The code list of bank payment system in the Czech Republic is stored at the CNB website [↑](#footnote-ref-2)
2. Ten-digit code [↑](#footnote-ref-3)
3. In the case of payments that are a revenue or an expenditure of the state budget. These constant symbols are stipulated by the Ministry of Finance and published in the Financial Bulletin [↑](#footnote-ref-4)
4. For transfers within the EEA/EU in the currencies of EU/EEA members states, the payee´s BIC code is not a mandatory requirement [↑](#footnote-ref-5)
5. These are mainly RUB payments to the Russian Federation, where the requirements are compulsory:

The payee’s account number (20 digits and starts with 4) and name, including the address,

the payee’s INN,

BIK and the payee’s bank name (starts with RU),

correspondent account number of the payee's bank and

VO CODE – Russian payment title (mandatory - VO - 5 digits).

The client receives this information from the payee. [↑](#footnote-ref-6)
6. Section 20 c) of Act No. 21/1992 Coll., on Banks, as amended;

 Sections 181 - 190 of Act No. 370/2017 Coll., on Payment System, as amended [↑](#footnote-ref-7)