

TERMS AND CONDITIONS FOR THE PROVISION OF ČSOB ELECTRONIC BANKING SERVICES



Definitions and terms

1. The Terms and Conditions for provision of ČSOB Electronic Banking Services ("**Terms and Conditions**") govern relations between Československá obchodná banka a.s., Žižkova 11, 811 02 Bratislava, registered in the Companies Register of Bratislava I District Court, section Sa, entry 4314/B, ID No (IČO): 36 854 140 ("**Bank**") and its clients relating to the provision of selected banking services through electronic communications systems in accordance with and based on ČSOB's current General Business Conditions ("**GBC**"). The Bank is a payment service provider under Act no. 492/2009 Coll. on Payment Services and on Amendments to Certain Acts as Amended ("**Payment Services Act**").
2. **ČSOB Electronic Banking Service** ("**ELB Service**" or "**ELB Services**") means a service of the Bank through which the Client obtains access to selected ČSOB products and services via electronic communication and may conclude ČSOB Product Agreements. The Bank provides ELB Services on a contractual basis in accordance with the law in force in the territory of the Slovak Republic. The ELB Services do not affect the conditions and content of the Product Agreement and the relevant business conditions, or the rights and obligations arising from them. Use of the Services is equivalent to written communication. ELB Services are provided in the Slovak language. The Bank may also provide selected ELB Services or individual functionalities in the English language.
For the purposes of these Terms and Conditions, Services means:
Basic ELB Service:
 - a) Moja ČSOBSupplementary ELB Services:
 - b) ČSOB SmartBanking
 - c) ČSOB API (PSD2)
 - d) ČSOB SmartServices +
 - e) "Kate" – a proactive personalised service with added value.
3. **Client Agreement** means the agreement whereby the Client becomes a ČSOB client and obtains access to the ELB Service.
4. **Agreement on the provision of an ELB service** means an agreement concluded between the Bank and the Client on the provision of an ELB service. For the purposes of these Terms and Conditions, references to an Agreement on the Provision of the ELB Service also apply to the Agreement on the Provision of the ČSOB Electronic Banking Service together with the Agreement on the Activation of ČSOB Electronic Banking Services, including the Power of Attorney for managing funds on the account.
5. **Agreement** means the Client Agreement or the Agreement on the provision of the ELB service.
6. **Distance agreement** means an agreement concluded between the Bank / ČSOB and the Client exclusively by means of long-distance communication (namely by the means of electronic communication constituting the ELB Services) which includes the Special arrangements for the conclusion of distance contracts between members of the ČSOB financial group and the Client using means of distance communication ("**Special Arrangements**") published on the website www.csob.sk.
7. **Product Agreement** means a distance agreement concluded between a member of the ČSOB Financial Group and a Client for selected products of members of the ČSOB financial group through electronic means of communication.

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8. **Means of electronic communication** means a means of distance communication under Section 2(e) of Act No. 266/2005 Coll. on consumer protection in distance marketing of financial services and amending certain acts, as amended, and the Special Arrangements. It is a means of communication that can be used for the provision of ČSOB's financial services in relation to selected ČSOB products and services through ELB Services without physical contact between ČSOB and the client.
9. **ČSOB** means a member of the ČSOB financial group with whom a Product Agreement is concluded. For the purposes of these ELB Terms and Conditions, the members of the ČSOB financial group are the Bank, ČSOB stavebná sporiteľňa, a.s. Žižkova 11, 811 02 Bratislava, registered in the Companies Register of Bratislava I District Court, section Sa, entry 2590/B, ID No (IČO): 35 799 200, ČSOB Poistovňa, a.s. Žižkova 11, 811 02 Bratislava, registered in the Companies Register of Bratislava I District Court, section Sa, entry 444/B, ID No (IČO): 31 325 416 and ČSOB Leasing, a.s. Žižkova 11, 811 02 Bratislava, registered in the Companies Register of Bratislava I District Court, section Sa, entry 1220/B, ID No (IČO): 35 704 713.
10. **Account** means an account established and maintained in accordance with acts of general application, based on a Product Agreement, in particular a current account, a deposit account, or a savings account.
11. **Payment Account** means a current account or any other account within the meaning of the Payment Services Act.
12. The products **Detský účet (Children's account)** and **Študentský účet (Student's account)** are subject to the following special conditions:
- a) for accounts of an Account Holder under 18 years of age, the only permitted Authorised Persons are the minor who is the Account Holder and their legal representatives (or a court-appointed curator);
 - b) in the accounts owned by an Account Holder under 15 years of age, the Account Holder is permitted only passive access to the account and his/her legal representatives (or a guardian appointed by court) may have active access (the main transaction limit of the account is fixed by a legal representative or court-appointed curator);
 - c) an Account Holder aged 15 to 18 years can have active use of their accounts (the main transaction limit is set by a legal representative or court-appointed curator);
 - d) an Authorised Person under the age of 18 years can have electronic access only to their own account and such an Authorised Person can also use the Moja ČSOB Service. They can also use the ČSOB SmartBanking and ČSOB API (PSD2) supplementary ELB Services.
13. **Client** means, for the purposes these Terms and Conditions:
- a) A natural person who has become a client of the Bank based on a Client Agreement,
 - b) Account Holder – a natural person, a natural person - sole trader, or a legal person who keeps an account in the Bank.
 - c) Authorised Person – a natural person that an Account Holder has authorised to use ELB Services and dispose of funds on accounts of the Account Holder via the ELB Services or the holder of a payment card issued for an account of the Account Holder. An Authorised Person also has access to all information on the Account Holder's account provided as part of the authorised ELB Service, including information subject to bank secrecy. For the purposes of these Terms and Conditions, the term Authorised Person includes an Account Holder who is a natural person.

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14. **Partner Services** mean services provided by firms with whom ČSOB cooperates in respect of the supply of goods or services that Clients can obtain through the ČSOB SmartSlužby + supplementary service.
15. **Authentication** is a procedure that enables the Bank to verify a Client's identity or their authorisation to use a means of payment, which may include the use of personalised security elements. The Bank reserves the right to decide whether to require strong client authentication elements (two-factor authentication) when authenticating the Client, i.e. IPPID, PIN and Authentication Code generated by the relevant authorization and authentication device assigned and activated by the Client for ELB Services.
16. **Authorisation** means confirmation of a Client's intention to execute a transaction or instruction by means of security features.
17. **Identification Number (IPPID)** means an 8-digit non-transferable number assigned when concluding an agreement that serves as a Client's unique identifier with the Bank.
18. **ČSOB SmartToken** means an application used to generate one-time codes for client login, electronic signature of payments in Moja ČSOB internet banking and for activation of the ČSOB SmartBanking application and confirmation of 3-D Secure internet payments.
19. **Secure contact** means a mobile telephone contact and an e-mail address which the client defines in advance in the Agreement or the Agreement on the activation of Electronic Banking services. This contact is used by the Bank to send messages related to the security of electronic banking.
20. **Zmluva a dokumenty** refers to a special part (electronic mailbox or folder) within the ELB Service, intended for the delivery and storage of contractual documentation and other documents related to the contractual relationship between the Bank and the Client in the form of a durable medium.
21. **security element** refers to a means used to increase the security and confidentiality of electronic (remote) communication between the Client and the Bank via the ELB Services, the primary purpose of which is to provide for Client Authentication and Authorisation Client; the following security elements are used:
 - a) **PIN (for identification number)** – a 5-digit number used for Client authentication. On supported mobile devices, it can be replaced by another Security Element (biometric data after granting the Client's consent). The PIN can be changed exclusively by the Client's own activity, in the self-service zone, available before logging in to the Moja ČSOB internetbanking or BusinessBanking services. The condition for a successful PIN change is that the Client has provided the Bank the Secure Contacts a) a mobile telephone number and b) an E-mail address.
 - b) **Authentication/Authorisation Code** – a one-time numerical code with a limited validity period that is used for Client authentication and authorisation with the Bank that is either:
 - o a 9-digit numerical code (SMS Key) sent by the Bank to a mobile phone number specified in advance (Secure Telephone Number). An SMS Key is generated individually for each Authentication/Authorisation
 - o A code generated using ČSOB SmartToken (software-based)or
 - o a 6-digit numeric OTP (one time password) code sent by the Bank to the predefined mobile phone number and E-mail address (Secure Contacts). An OTP code is generated separately for each Authentication.

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- c) **Password for ČSOB SmartToken** – this is a 5-digit number, which the Client chooses when they first activate the SmartToken and which the Client must enter for every use of the SmartToken.
- d) **Activation Code** – a one-time code that is used to confirm the activation process when activating the ČSOB SmartBanking service or ČSOB SmartToken.

A client who actively uses the ČSOB SmartToken application has, in the event of a temporary unavailability of the mobile device on which the ČSOB SmartToken application is activated (loss, malfunction, etc.), the possibility to request temporary access to Moja ČSOB via SMS key from the Bank by phone. After telephone authentication of the Client, Bank will activate the SMS key for a maximum period of 14 calendar days, to the mobile phone number registered with the Bank as a "safe contact". The client can re-apply for temporary access to Moja ČSOB via SMS key no earlier than 40 calendar days from the date of the last request for this access. With this SMS key, the Client cannot activate the ČSOB SmartBanking application.

ELB Service Characteristics

22. Specification of the basic Service Moja ČSOB:

- **Moja ČSOB** provides secure communication with the Bank via the Internet and the Moja ČSOB application so that bank services can be provided in an electronic environment. The Client logs in to Moja ČSOB internetbanking using their Identification Number (IPPID) and the PIN (for the identification number). The Bank may require Clients to log in with the Identification Number (IPPID), the PIN (for the Identification Number) and an Authentication / Authorization Code.

23. Specification of selected supplementary ELB Services:

- **ČSOB SmartBanking** – a supplementary form of electronic banking intended for mobile devices with the ČSOB SmartBanking application. The service is set up automatically together with the Moja ČSOB service. The service enables an Authorised Person to access selected information about the Account Holder's accounts, selected ČSOB products, and related information. ČSOB SmartBanking can also be used to provide proactive personalised services with added value, which are currently provided as part of the Kate virtual assistant service; a description of the Kate service, its terms and conditions and the scope in which it can be used are set out in points 27 and following hereof.

To activate the ČSOB SmartBanking service it is necessary to enter the Identification Number, PIN (for the identification number) and an Activation Code.

- The Bank officially distributes the ČSOB SmartBanking application through the following channels: Apple AppStore, Google Play a Huawei AppGallery,
- The ČSOB SmartBanking service can be deactivated in the app through the "Settings" function or by means of a telephone request (by calling 0850 111 777 from inside Slovakia or +421 2 5966 8844 from outside) or by uninstalling the ČSOB SmartBanking app from the mobile device.

Each additional action of the Client contains an Identification Number (IPPID) and is authorized by entering the PIN (to the Identification Number). The identification number is stored in encrypted form in the application and does not need to be re-entered.

Clients must comply with the Bank's security guidelines for use of the ČSOB SmartBanking service on www.csobsmartbanking.sk and on www.csob.sk/dolezite-dokumenty in part "manuals and software", in particular they should not make unauthorised changes to the

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operating system of their mobile device opening direct access to the mobile device's file system.

The Client is obliged to use the ČSOB SmartBanking and ČSOB SmartToken applications only with a mobile device, in which no changes to the "jailbreak and root" and at the same time must not use software or other modifications that disrupt or block the identification of jailbreak/root on the terminal mobile device.

- **ČSOB API (PSD2)** – The ČSOB API (PSD2) is a service of the Bank that provides access for payment initiation services (PIS) and account information services (AIS) and confirmation on the availability of funds for a card-based payment instrument issuer service (CPIIS) in accordance with the Payment Services Act. It thus allows an Authorised Person to make payments from the Account Holder's accounts without entering them in the Bank's information system and also provides a means for an Authorised Person to access the Account Holder's account and selected information. It is automatically set up together with the Moja ČSOB service. A description of the functioning of the ČSOB API (PSD2) Service is given in the document "Terms and Conditions of the ČSOB API (PSD2)", which is published on www.csob.sk.

Prerequisites for use of ČSOB API (PSD2):

- The Authorised Person has an 8-digit Identification Number, and the Authorised Person has access to the Moja ČSOB service, and
 - Granting of the Authorised Person's consent to an Authorised Third Party and the performance of strong authentication of the Authorised Person in the ELB Service environment. Authorised Third Party means a third party who has asked the bank for permission to act as an intermediary for the ČSOB API (PSD2) Service, who is listed in the register of the national authority and also has a qualified certificate within the meaning of the Terms and Conditions of the ČSOB API (PSD2) Service and who has been permitted by the Bank to act as an intermediary for the API (PSD2) Services.
- **ČSOB SmartSlužby +** is a service offered by the bank that enables the Client to pay for goods, services or other parts of the Partner Service process from the account of the Client (Account Holder) using the ČSOB Smartbanking service in the Partner's electronic environment. A detailed description of how the ČSOB SmartSlužby + service works can be found in the document "Terms and Conditions of ČSOB SmartSlužby +" on the website www.csob.sk

24. To ensure uninterrupted use of the Services, the Bank requires the use of mobile devices with an Apple iOS or Google Android operating system which have access to the Internet.
25. The Account Holder has automatically set the visibility of all his own products in the ELB Services after logging in with any of the IPPIDs that were issued to him. The Account Holder is automatically assigned an unlimited transaction limit for their own accounts. The Account Holder is entitled to set the main transaction limit per account (i.e., the limit for each transaction) for each Authorised Person authorised to dispose of funds on their accounts through the Services. If an Authorised Person that is not the Account Holder requests the setting of a daily/weekly limit for an authorisation device or a limit for an individual transaction submitted to the Bank that is higher than the main transaction limit for the account set by the Account Holder, the Bank will treat as binding the main transaction limit set by the Account Holder.
26. Limits for Clients are organised as follows:

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- a) The Bank sets an unlimited main transaction limit for the Account Holder and the limit for an Authorised Person is set by the Account Holder in the Authorisation to Dispose of Funds on an Account,
- b) Limits per Authentication/Authorisation code:
 - For an SMS Key, the Bank sets a limit of €10,000 per day and €17,000 per week. A Client can request a change of the limit in person at a Bank branch, but the limit cannot be higher than €50,000 per day and €100,000 per week. For a token, the Bank sets a transaction limit of €34,000. A Client can request a change at the branch and no maximum limit is set.
- c) The limit for the ČSOB SmartBanking service is set by the Bank at € 10,000 per day and € 17,000 per week. This limit cannot be changed.

The daily and weekly limits apply to the sum of all transactions submitted to the Bank via a Service and the limit applies to all the accounts that the Client has access to. The values of transactions via the Moja ČSOB and ČSOB SmartBanking services are not added together. The daily/weekly limits per Authentication/Authorisation code do not apply to transactions submitted via the MojaČSOB Service with ČSOB SmartToken.

Specification of the Kate virtual assistant service and the scope of services provided

- 27. The Kate virtual assistant service is a proactive personalised service with added value. When the Client gives specific consent for the necessary scope of services, ČSOB will carry out an automated analysis of the Client's personal data to assess the Client's personal situation and needs; ČSOB will provide personal assistance and additional support based on this analysis in relation to ČSOB services and Partner Services.
- 28. The Client can use the Kate service after Authentication in the supplementary ELB service SmartBanking (i.e., only in the ČSOB SmartBanking application on a supported mobile device) and supplementary services provided through the supplementary ELB Service ČSOB SmartBanking.
- 29. Depending on the digital environment, the specific version of the Kate service (whose activation is optional for the Client) and the Client's personal situation, the service provides the Client with assistance related to products and services of the ČSOB Financial Group, and Partner Services.
- 30. The Kate virtual assistant service provides assistance in the following areas:
 - a) Provision of information
The Kate service can provide the client with information about products and services or about the expiry date of a payment card. Kate can also warn the Client when their payment account does not have sufficient funds for a planned payment.
 - b) More user-friendly and convenient access for the Client
The Client can, for example, use a voice service to give instructions for Kate. Kate can also remind the Client of important matters such as the approaching expiry of the Client's identity card.
 - c) Identification of potential risks and their elimination
For example, Kate can offer the Client travel insurance when booking a flight.
 - d) Recommendations to optimise management of the Client's finances
For example, the Kate service could recommend buying a season ticket for public transport if it would be more cost-effective for the Client than buying one-time tickets.

Communication with Kate

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31. The Client can begin communicating with Kate after starting the service by clicking on the Kate icon in the ČSOB SmartBanking application.
32. The Client can communicate with Kate through a chat interface or voice communication. If voice is chosen, it is possible to use a combination of voice and chat. Kate displays ongoing communication to allow checking of its content.
33. To use voice communication, the microphone on the mobile device must be activated. ČSOB has set up voice communication with Kate so that recording of the Client's speech ends automatically on termination of voice communication or when the microphone is deactivated during communication with Kate. The Client can end voice communication at any time by clicking on the relevant icon or deactivating the microphone.
34. Voice communication with Kate requires an environment without excessive noise, speaking clearly and the ability to pay attention to the conversation on screen.
35. There is no legal claim to access voice communication with Kate. The voice communication function of the Kate service may be inaccessible for technical reasons or may not be supported in certain situations (e.g., for reasons of safety or security). ČSOB is not liable for the availability of voice communication with Kate or the service's interruption, termination or overall unavailability for technical reasons.
36. The Client is entitled to terminate communication with Kate at any time; communication may also be terminated from Kate's side (particularly if the Client does not continue communication within a set period or for technical reasons). Information on the termination of communication with Kate will be displayed on the screen of the mobile device.
37. Voice communication with Kate depends on Google Services provided by the company Google LLC. By starting voice communication with Kate, the Client consents to the Google Services terms of use, the full text of which can be found at the link <https://cloud.google.com/terms/aup>.

Functions offered in the Kate service

38. An overview of the Kate service's basic functions (i.e., the services to which it provides access) can be found on the website www.csob.sk in the section dedicated to Kate. ČSOB is entitled to change the scope of services that Kate provides (mainly in connection with development of the Kate service) by amending the range of services shown on the website.
39. If the addition or change of any Kate functions would depend on a change in an existing agreement between the Client and ČSOB (e.g., agreements on the Client's payment account or payment card), the Client may begin to use such functions after a change in the relevant agreement made in accordance with applicable legislation or after giving express consent within the Kate service environment. If Kate offers the Client a selected product or service (including ČSOB products or services), the product or service can be accepted directly from the Kate service in selected cases (mainly depending on the level of development of the Kate service). Kate can also provide the Client with assistance or help necessary to accept the offer (e.g., by redirecting them to the website of the provider of the product or service or by connecting them to a competent employee of ČSOB).

General rules of the Kate service

40. Kate provides assistance services in a fully automated way that can result in decisions being taken without the involvement a human factor. Information on automated decision-making and information on the processing of personal data in the provision of the Kate service is provided in the Memorandum on Personal Data Protection, which can be found at the address <https://www.csob.sk/pravne-informacie>.

Liability for damage

Československá obchodná banka, a.s.

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41. ČSOB hereby notifies the Client that in the event of incorrect use of the Kate service by the Client, incorrect operation of the mobile device through which the Client uses Kate, a breach of the security measures protecting the mobile device, the ČSOB SmartBanking application and its digital environment, or the use of the Kate service by a third party (other than the Client), ČSOB will not be liable to the Client for any resulting damages.
42. ČSOB does not guarantee the continuous availability of the Kate service, mainly for technical reasons, planned outages and system maintenance.

Options for use of the Kate service by Clients

43. The Kate service is available in two versions, namely the basic and proactive versions of Kate. The basic version of Kate offers the possibility to communicate with Kate, always at the initiative of the Client; the Client can ask Kate for assistance and support while using the ČSOB SmartBanking application. Proactive Kate offers the possibility for both the Client and Kate to initiate communication. In ČSOB SmartBanking, proactive Kate is the default option, but the Client can switch between the proactive and basic versions of the service at will through the SmartBanking settings. Proactive Kate includes all the functions of the basic version.
44. Proactive Kate is a full-featured digital assistant that contacts the Client directly to offer solutions and provides fully personalised assistance and support considering the Client's personal situation and personal needs. Based on an in-depth analysis of the Client's personal data and behaviour, proactive Kate can handle relatively complex situations and provide more complicated assistance, as well as create and recommend to the Client offers of ČSOB products and services and the Partner Services that are tailored to the Client.
45. Proactive Kate is intended only for Clients over the age of 18 who have full legal capacity. Persons under the age of 18 can use only a limited part of the Kate service, whose extent is determined by ČSOB and may be subject to change.
46. In using the Kate service, the Client can ask questions or make requests relating mainly to the products and services of ČSOB or the Partner Services that can be accessed through ČSOB SmartBanking. Proactive Kate is also able to communicate proactively with the Client and address the Client directly to meet the Client's requirements based on the Client's personal situation and an estimate of their needs. If fulfilling the Client's wishes requires the activation of proactive Kate, compliance with special conditions, provision of special consent, the performance of special actions or the conclusion of a special agreement, the Client will be informed of this during communication with Kate.
47. If Kate initiates communication with the Client, the Client will always be asked whether they are interested in receiving help or assistance with the subject-matter of communication. If the Client declines an offer of help or assistance, Kate will not implement the offered help or assistance – the scope of services provided to the Client by Kate is always in accordance with the Client's decision. Active communication from Kate to the Client always takes the form of a push notification, which may be sent whenever it is relevant considering the Client's personal situation and the analysis of their needs. For proper functioning of proactive Kate, it is necessary to permit the sending of notifications on the mobile device. When this setting is applied, Kate may contact the Client even when the Client is not currently using SmartBanking.

Processing of personal data during use of the Kate service

48. Use of the Kate service and the preparation of Kate's answers to the Client involves reasonable processing of the relevant personal data. More in-depth analysis of the Client's personal data and behaviour is used to provide the functions of the proactive version of the Kate service.

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49. If the Client does not make any request to the Kate service, ČSOB will not do any processing of the Client's personal data. Kate also processes no personal data of the Client that belongs to a special category under applicable legislation on personal data protection.

Provision of marketing services through Kate

50. If the Client gives ČSOB consent for marketing communication, ČSOB may offer the Client products and services of ČSOB or Partner Services through the Kate service, as an individual communication channel between the Client and ČSOB. The Client may withdraw granted consent for marketing communication at any time.

Client Authentication

51. Rules for Client authentication in each ELB Service:

- a) In the Moja ČSOB Service, the Identification Number (IPPID) and its PIN are used. An instruction is authorised by a one-time code created by an associated authorisation device. The Bank does not have to require a one-time code generated by an associated authorisation device for every operation.
- b) In the ČSOB SmartBanking Service, the PIN for the IPPID is used to unlock the ČSOB SmartBanking app on the mobile device where it is installed and activated. Each of the Client's instructions includes an Identification Number (IPPID) and is authenticated by entering the PIN for the IPPID. The Identification Number (IPPID) is saved in the application in an encrypted form and there is no need to enter it repeatedly.

52. The Bank will block the Client's Identification Number (IPPID) and restrict access to the Services:

- if the PIN code is entered incorrectly five times in a row during Authentication or
- if the Activation code is entered incorrectly five times in a row when activating the SmartBanking service or
- if one of the Secure Contacts is entered incorrectly 5 times in a row when generating a new PIN

The Bank will block the Client's authorization device if a device-generated code is entered incorrectly 5 times in a row during the Client's Authentication or Authorization or if an incorrect Token Password is entered 5 times in a row when attempting to use it. The client can request unblocking of their Service access or their Authentication/Authorisation code in person at a branch or by telephone, in both of which cases they must provide proof of their identity. The Bank will refuse a client's request made by telephone if they processed a previous request from the client for unblocking of their IPPID or Authentication/Authorisation code on the same day (D) or the day before the Client's current telephone request for unblocking (D-1).

Rights, Duties and Responsibility of the Client

53. Clients must use the ELB Services or equipment for electronic communication with the ELB Services in accordance with the Terms and Conditions and the manuals for the ELB Services and follow the procedures that they lay down, taking particular care to ensure that no other person becomes acquainted with the security features used, that the security features are not disclosed to another person or recorded in an easily readable form or saved or carried together with the equipment for communicating with the Services.

54. If a Client:

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- a) Forgets their security features, they must set new security features (if possible) or visit a branch of the Bank, where they can set new security features.
 - b) Finds that their security features / equipment for electronic communication with the Services (e.g., mobile phone/device) have been lost or stolen, or they find that their security features are known to an unauthorised person, they must report the problem to the Bank and request blocking without delay either by visiting a branch of the Bank in person or by telephoning the number 0850 111 777 from the territory of the Slovak Republic or +421 2 5966 8844 from territory outside the Slovak Republic. On the basis of such a notification and request, the Bank immediately block access to their ELB Services and agree with them on next steps. When a report is made by telephone, technical conditions prevent the Bank from providing the Client with proof of the blocking of access; however, the telephone conversation is recorded as evidence of the time of the report of the incident and its contents. The Bank will take all reasonable measures to stop further use of the Services even if the Client has committed gross negligence or fraud. The Client must provide the maximum possible cooperation to the Bank in corrective actions that the Bank proposes. If the Client does not accept the proposed measures, the Bank will not be liable for any losses that the Client incurs as a result.
 - c) Identifies a transaction that was not carried out in response to their instruction/order, or errors or other discrepancies in an account for which the ELB Services are provided, they must inform the Bank in person at a branch of the Bank or by telephone.
55. The Client is fully liable for any financial loss or other damages caused by the loss or theft of security features or equipment for communication with the ELB Services (e.g., mobile phone etc.) until the moment when the loss or theft is reported in accordance with these Terms and Conditions. The Client is also fully liable for any financial loss or other damages incurred in direct connection with non-compliance with obligations in the Bank's security instructions for using the ČSOB SmartBanking Service and the obligations listed in point 23 of the Terms and Conditions.
56. From the moment when the Client notifies the Bank of the loss, theft, error or other discrepancy in accordance with the rules laid down in (54), the Client is no longer liable for any damages caused by the loss or theft of their security features or equipment for electronic communication with the ELB Services except in cases where the Client commits fraud.
57. If an Account Holder gives a payment instruction to top up credit with a mobile operator and it results in an unauthorised overdraft on the Account Holder's account associated with rights of the Bank under the GBC and the Price List, including in cases where the overdraft on the Account Holder's account is created between the entry of the order and the actual debit of funds, the Bank is entitled to charge the price of the credit top-up against the Account Holder's account.
58. Information outputs (confirmation of receipt of a payment order by the Bank, notifications) about an instruction will be sent according to the Client's requirements to the address specified by the Client in the contact information in the Agreement, which the Client can edit unilaterally via selected Services.

Rights, Duties and Responsibility of the Bank

59. The Bank will hand over selected equipment for communication with the ELB Services and safety features for the ELB Services only to the Authorised Person to whom they are assigned. Before allowing entry to the ELB Services, the Bank is obliged to perform identification and verification of the identity of the Client in accordance with the applicable General Terms & Conditions.

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60. On receiving a report as specified in (54), the Bank will take all necessary measures to stop further use of the ELB Services even if the Client has committed gross negligence or fraud.
61. The Bank is liable for:
- a) non-performance of a transaction or errors in the execution of a transaction that the Client is entitled to make
 - b) transactions executed without the Client's instruction. The Bank will not be liable if the Client has breached the provisions of these Terms and Conditions, especially the Client's duties under (54).
62. In the cases listed in (61), the Bank will proceed in accordance with the current GBC.
63. The provisions of (61) will not apply if the Bank demonstrates that the Client violated obligations laid down in these Terms and Conditions.
64. In electronic communication via the Services, the Bank accepts only complete data in the set formats with authentication in accordance with the rules of the ELB Service concerned. The Bank is not liable for damages resulting from the non-execution of an incomplete or unauthenticated instruction. The Bank is also entitled not to execute or to refuse to execute instructions in other cases where it is impossible to execute an instruction in accordance with these Terms and Conditions, the GBC or other contractually agreed terms and conditions relating to the provision of other services or products of the Bank, if there are insufficient funds on the Account Holder's account to which the instruction relates and if the Account Holder's account has been blocked.
65. The Bank is not liable for any damages that occur as a result of incorrectly or doubly entered orders (transactions) delivered to the Bank via the ELB Services unless the damages were caused by a breach of obligations on the side of the Bank.
66. The Bank is not liable for the non-execution of a transaction or the non-functionality or inaccessibility of the ELB Services if such situations are caused directly or indirectly by circumstances outside the control of the Bank or its partners (e.g., interruptions of the electricity supply, interruption of the public Internet connection to the Bank, strikes and the like). The Bank is not liable for any damages that a Client incurs because of non-functionality of the ELB Services if they cannot be used as a result of circumstances precluding liability.
67. The Bank is entitled to charge fees for the use of the ELB Services to the account specified by the Client at the rates set in the Bank's applicable Price List.
- Fees for sending information on "payment card transactions" are charged to the account of the Account Holder for which the payment card is issued.
- All fees and their amounts that can be charged in connection with the use of the Services are listed in the Bank's Price List, applying the section of the Price List relevant to the type of account used. The Bank's current Price List is available from the Bank's places of business and on www.csob.sk.
68. The types of interest rates that can be applied are specified in the relevant document entitled Interest Rates. The current edition of Interest Rates is available from all the Bank's places of business and on www.csob.sk.
69. The Bank is entitled to block a Client's access to the ELB Services
- a) for reasons relating to the security of a ELB Service or a payment instrument,
 - b) if it suspects non-authenticated or fraudulent use of an ELB Service or payment instrument or

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- c) if the Bank is obliged to do so under acts of general application. The Bank will inform a Client when the ELB Services are blocked in this way without delay, if possible. If the Client wishes to continue using a Service after their Identification Number (IPPID) is blocked, they must visit any of the Bank's branches in person and give consent to a change of their Identification Number (IPPID). If the Bank believes that blocking the use of an Identification Number (IPPID) is unwarranted and unnecessary for the protection of the Client's rights in using the ELB Services, the Bank is entitled to cancel the block on the Client's access to the provided services unilaterally without the Client's consent,
 - d) if the Client's identification is not fully verified due to the revocation of the data subject's consent to the processing of biometric data.
70. The Bank is entitled to change the scope of the provided ELB Services unilaterally based on changes in the Bank's commercial policy or for reasons related to modernisation of the ELB Services. The Bank will inform Clients of changes by publishing information about the change in the scope of provided ELB Services on www.csob.sk at least two months before the changes enter into force unless legislation applicable in the Slovak Republic stipulates another notice period. If the Client does not agree with the change and no other agreement is reached, the Client may terminate their contractual relationship with the Bank by notice with immediate effect, and without any related fee.

Security

71. The ELB Services are provided over public communication networks (Internet). The Bank cannot guarantee their security and therefore it cannot influence matters if the Client incurs damages as a result of interference with transmitted messages through the unauthorised action of third parties.
72. SMS messages and notices sent by e-mail are not electronically signed or encrypted.
73. In view of the special character of the ELB Services, the Bank is entitled to archive individual instructions of the Client made by telephone or requests sent over the Internet in the form of an audio recording, copies of sent SMS messages or copies of requests submitted over the Internet. The audio recordings, SMS messages and records of requests submitted over the Internet are archived securely in electronic form in the Bank. The terms and conditions of archiving are regulated by applicable legislation, in particular Act No 483/2001 on banks and amending certain acts, as amended ("Act on Banks"). The Bank keeps archives in a manner that permits retrospective searching for transactions and error correction.
74. These records can be used to protect the Bank's legitimate interests as evidence in any proceedings before the courts or other authorities.
75. After being assigned authentication features and security features, an Authorised Person must take all reasonable measures to ensure their protection. Reasonable actions include mainly:
- a) Preventing any exposure or disclosure of their authentication and security features to other persons
 - b) Not writing down PIN codes or passwords or disclosing them to third parties (including Bank employees)
 - c) Using properly licensed antivirus and anti-spyware programs with the latest updates
 - d) Not using public computers or unknown devices
 - e) Properly logging off after finishing working with the ELB Service

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Time Limits

- 76. The Bank accepts Clients' instructions sent via the ELB Services 24 hours per day, 7 days a week, so 365 days per year.
- 77. The cut-off times for the submission of electronic payment orders and payment processing periods are listed in "Cut-Off Times for Payment Transactions" ("Cut-Off Times") which is available from the Bank's places of business and on www.csob.sk.
- 78. Clients are not entitled to revoke a payment order on the due date of payment. A payment order with a future due date of payment sent via the ELB Services can be revoked via certain ELB Services until the day before the due date as specified in the "Cut-Off Times".

Statements and Complaints

- 79. The submission and handling of Clients' complaints concerning the accuracy and quality of the provision of ELB Services are regulated in the Bank's Complaints Procedure, which is published in the Bank's premises accessible to the public and on the website www.csob.sk.
- 80. The Account Holder is informed of transactions executed on their accounts via an account statement in paper form or, if agreed by the Bank and the Account Holder, in electronic form, in the form of a record on a durable medium.

Final Provisions

- 81. The Bank's correspondence address for written communication is: Československá obchodná Banka, a.s., Žižkova 11, 811 02 Bratislava. The correspondence address for written material sent to the Account Holder is the correspondence address specified by the Account Holder and in the case of an Authorised Person, the correspondence address specified by that Authorised Person is used. The Account Holder and Authorised Person are responsible for informing the Bank in writing of any change in their correspondence address, contact phone number or e-mail address.
- 82. From 01/01/2020 the Linka 24 service is cancelled and from 08/01/2020 the ČSOB Internetbanking 24 service and the Info 24 supplementary service are cancelled for all the Bank's customers. Notification settings for the Info 24 services will not be cancelled and the Bank will continue to send notifications until the Authorised Person cancels them using the Moja ČSOB Service.
- 83. Mutual rights and duties of the Bank and the Client not regulated in specific Agreements or these Terms and Conditions will be governed by the GBC.
- 84. These Terms and Conditions replace the Terms and Conditions for the Provision of ČSOB Electronic Banking Services valid from 1/04/2023.
- 85. These Terms and Conditions will enter into force and effect on 1/06/2023.