

# TERMS AND CONDITIONS FOR ČSOB DIGITAL IDENTITY



Československá obchodná banka, a.s., with its registered seat at Žižkova 11, Bratislava 811 02, registered in the Commercial Register kept by Municipal Court Bratislava III in Section Sa, File No. 4314/B, identification no. (IČO): 36 854 140 (the **Bank**), ČSOB Poist'ovňa, a.s., with its registered seat at Žižkova 11, Bratislava 811 02, registered in the Commercial Register kept by Municipal Court Bratislava III in Section Sa, File No. 444/B, identification no. (IČO): 31 325 416, ČSOB Leasing, a.s. with its registered seat at Žižkova 11, Bratislava 811 02, registered in the Commercial Register kept by Municipal Court Bratislava III in Section Sa, File No. 220/B, identification no. (IČO): 35 704 713 (collectively or each individually **ČSOB, ČSOB Group Member, ČSOB Group Members**) issue these Terms and Conditions for ČSOB Digital Identity (**Digital Identity Terms and Conditions** or **Terms and Conditions**) in accordance with applicable laws and General Business Conditions (**GBC**) as now in effect. The legal relationships between ČSOB and its Clients are governed by Slovak law.

## Clause 1

### Terms

- 1. Apps and App Software**, which is broken down to:
  - a) web apps: **Moja ČSOB App, ČSOB BusinessBanking App,**
  - b) mobile app: **ČSOB SmartBanking App,**
  - c) app software ČSOB API, PSD2 (ČSOB API),
  - d) ČSOB SmartToken App,
- 2. ČSOB Digital Platform (ČSOB Platform/Platform)** – means ČSOB's digital environment, access to which is enabled to the Client using customised ČSOB Digital Identity and where the Services are performed. In the event that the Client is a legal person, access to the Platform is enabled through customised Digital Identity of Authorised Person. ČSOB Platform is not an online platform under Digital Services Regulation, i.e. Regulation (EU) 2022/2065 of the European Parliament and of the Council.
- 3. Timestamp** – confirmation as to existence of electronic document in a certain time, attached to an electronic document as a proof that it has genuinely existed at the given time and in the given form, in accordance with the requirements set out in Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (**eIDAS Regulation**).
- 4. Digital Identity** – unique and non-transferrable data identity of the Client allocated upon conclusion of a Client Contract, or agreement to activate ČSOB electronic banking services, used by ČSOB for unique identification of the Client within ČSOB Platform and enabling the Client a secure access to the Services. Electronic identify allocated under a separate agreement is also considered to be Digital Identity of Authorised Person. The following are Digital Identity elements: identification number/IPPID and security feature(s) (PIN to identification number and authentication code). More details concerning IPPID and security features may be found in ELB Terms and Conditions.
- 5. Electronic Seal** – electronic seal made in compliance with the provisions set out in eIDAS Regulation and Act no. 272/2016 Coll. on Trust Services, as amended.
- 6. Electronic Signature** – electronic signature made in compliance with the provisions set out in eIDAS Regulation and Act no. 272/2016 Coll. on Trust Services, as amended, where the specific type of Client's electronic signature depends on the technical design used in ČSOB.
- 7. Kate Coin Wallet** – interface in ČSOB SmartBanking App that is activated upon activation/effect of the Personalised Marketing Agreement. It contains an overview of balance of Kate Coins earned, and the options for their utilisation.

# TERMS AND CONDITIONS FOR ČSOB DIGITAL IDENTITY



8. **Kate Coins (KTCs)** – digital coins that can be spent exclusively in the environment of ČSOB SmartBanking App, in which the Client who is a consumer may earn a variety of custom-tailored benefits and discounts on products/services of ČSOB or ČSOB's business partners in time-limited offers. KTCs neither represent the Euro nor any other currency, nor are they electronic money.
9. **Client** – as referred to in these Terms and Conditions means:
- a) natural person who became a ČSOB's client under a Client Contract or under an agreement to activate ELB services;
  - b) a natural person as a sole proprietor or a legal person that became a ČSOB's client under a Client Contract and/or received access to ČSOB Platform under the Client Contract;
  - c) Authorised Person – (i) natural person who was authorised by Account Owner/Client to use the Services, ELB Services, or (ii) holder of a payment card issued for an Account Owner's account, or (iii) natural person who is in a position of Authorised Person under ELB Terms and Conditions;
  - d) Account Owner – person who is in a position of Account Owner under ELB Terms and Conditions.
- In the case of legal persons, the Client/Account Owner is held responsible for actions of the Authorised Person who was authorised by him for legal acts in individual Services.
10. **Client Contract** – (i) contract under which a natural person becomes ČSOB's client and receives Digital Identity and access to ČSOB Platform through which such person may use the Services available, (ii) contract under which a natural person as a sole proprietor or a legal person becomes ČSOB's client and/or receives access to ČSOB Platform through which such person may use the Services available.
11. **Partner(s)** – third party (third parties) with which a ČSOB Group Member entered into a cooperation agreement.
12. **Product Contract** – distance contract between a ČSOB Group Member and Client for selected Products/Financial Services using a Means of Distance Communication.
13. **Means of Distance Communication** – means that may be used, without ČSOB and a Client having to be simultaneously present, to provide certain Services and, at the same time, where a Client is a consumer, this also stands for the means of distance communication as defined in the Distance Financial Services Act.
14. **ELB Terms and Conditions** – Terms and Conditions for the Provision of ČSOB Electronic Banking Services and Terms and Conditions for the Provision of ČSOB Electronic Banking Services for Corporate Clients.
15. **Services** – ČSOB Group Members services and Partner Services that include the following:
- a) ČSOB financial services/Products – that the Client/Account Owner receives by entering into a Product Contract with a ČSOB Group Member
    - (i) banking finance services;
    - (ii) insurance finance services;
    - (iii) lease finance services.
- The individual financial services are normally governed by separate terms and conditions that are available at ČSOB Website.
- b) SmartServices+;
  - c) Kate – proactive personalised services with extra added value; and

# TERMS AND CONDITIONS FOR ČSOB DIGITAL IDENTITY



d) Personalised Services – in cooperation with ČSOB partners, ČSOB Financial Group in the scope as per Personalised Marketing Agreement:

- (i) Personalised marketing messages
- (ii) Kate Coin

The scope of Services in individual Apps is subject to change.

- 16. SmartServices+** – information society service in accordance with Directive 2000/31/EC in ČSOB SmartBanking App that enables the Client, through ČSOB SmartBanking App interface, to enter into distance services contracts with Partners that provide services (**Partner Services**) and also distance services contracts entered into with ČSOB Group Members individually or collectively.
- 17. ČSOB Electronic Banking Service (ELB Service(s))** – means a service offered by the Bank where the Client receives access to a selected Service or Product where a Product Contract or other type of contract may be entered into. More details can be found in ELB Terms and Conditions.
- 18. Partner Services** – services of suppliers of goods or services working with ČSOB, where the Client is allowed to receive such goods or services also through SmartService+. The most recent list of Partner Services and SmartServices+ Technical Parameters are available on ČSOB Website and updated by ČSOB from time to time.
- 19. Durable Medium (Contracts and Documents)** – separate section/tab (electronic inbox) on ČSOB Platform, designed for delivery and keeping of contracts and other documents related to the contractual relationship between ČSOB and the Client.
- 20. Account** – Account created and kept under a Product Contract, in particular current account, loan account, savings account.
- 21. ČSOB Website** – means [www.csob.sk](http://www.csob.sk).
- 22. Contract** – Client Contract, ELB Service Contract.
- 23. Distance Financial Services Act** – Act No. 311/2025 Coll. on consumer protection in financial services provided at distance, as later amended.
- 24. Distance Contract** – contract between ČSOB and a Client who is a consumer on the provision of a financial service, agreed and entered into solely using one or more Means of Distance Communication, in accordance with relevant provisions set out in the Distance Financial Services Act. ELB Services must be enabled to allow entering into Distance Contracts.
- 25. Personalised Marketing Agreement (PMA)** – agreement that forms a valid part of a Client Contract made with a consumer under which the Client who is a consumer receives personalised services for direct marketing purposes (**personalised marketing messages**) and receives, using **Kate Coins**, a variety of custom-tailored benefits and discounts on products/services of ČSOB or ČSOB's business partners in time-limited offers.
- 26. ČSOB Electronic Banking Contract (ELB Service Contract)** – contract made between the Bank and a Client on the provision of ELB Service. An ELB Service Contract, where used in these ELB Terms and Conditions, a Contract on Provision of ČSOB Electronic Banking Service that may also include an arrangement to activate ČSOB Electronic Banking services, including an authorisation to dispose with funds on account.

# TERMS AND CONDITIONS FOR ČSOB DIGITAL IDENTITY



## Clause 2

### Digital Identity

1. Digital Identity may be allocated only to a natural person subject to entering into a Client Contract, arrangement to activate ČSOB Electronic Banking Services or a contract through which an electronic identity was allocated.
2. Client is authorised to enter into Platform using the Digital Identity.
3. ČSOB Digital Identity is owned by the Client; however, ČSOB is liable for the protection and safety of data processed within the Platform. The Client must ensure the safeguarding and secure use of all Digital Identity features in compliance with the procedures and security recommendations indicated on ČSOB Website.
4. Digital Identity expires upon termination of the Client Contract (made with a natural person who is a consumer) or the arrangement to active Electronic Banking Services, even without a reason, by any of the Client, Bank or ČSOB.
5. Expiry of Digital Identity discontinues Client's access to the Services and documents in ČSOB Platform (including ČSOB Electronic Banking Service) and, unless agreed otherwise, no termination of the Client Contract shall affect the Product Contracts then in effect.

## Clause 3

### Distance Contracts

1. Distance Contracts shall:
  - a) Become valid and effective upon manifestation of Client's consent through a Means of Distance Communication and subsequent signing by the relevant ČSOB group member.
  - b) The relevant ČSOB group member will send to the Client a separate message to inform him that the contract became valid and effective.
  - c) The contract is signed by Electronic Signature on behalf of the ČSOB group member and the Client. Electronic Signatures contain details that uniquely authenticate the Client and ČSOB group member as signatories and parties to the legal act. Bank's Electronic Seal and Timestamp guarantee that the text laid in the contractual documentation cannot be subject to any change or replacement. The contractual documentation so signed will be available to the Client as a record on Durable Medium within the Platform, in the Contracts and Documents tab/section.
2. The Client shall have the right to withdraw from a Distance Contract free of any sanction and without giving any reason within 14 calendar days of entering into such contract or of the moment when a ČSOB group member's information obligations and contractual terms were met in accordance with applicable provisions of the Financial Distance Contract. If ČSOB does not provide to the Client information about the right to withdraw from the Distance Contract and contractual terms, the Client is entitled to withdraw from the Distance Contract within 12 months and 14 days of the date of entering into the Distance Contract; this does not apply if the Client was not informed about the right to withdraw from the Distance Contract.
3. The right to withdraw from the Distance Contract does not apply to special situations described in the Distance Financial Services Act.
4. The written withdrawal notice from the Distance Contract may be delivered by the Client at any ČSOB place of business / branch office of ČSOB group member, or sent by registered mail to the address of Bank's registered

# TERMS AND CONDITIONS FOR ČSOB DIGITAL IDENTITY



seat at Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava; however in the case where follow-up products and services are provided, the addressee of such withdrawal notice shall be the supplier of the relevant product or service (ČSOB Poist'ovňa, a. s., or ČSOB Leasing, a. s.), where the address of all suppliers is Žižkova 11, 811 02 Bratislava. Client's signature on such withdrawal notice must be officially verified as genuine. If the Client does not use the right to withdraw from the contract, ČSOB will be entitled to demand that the Client pay fees for services that were performed up to that point.

- The withdrawal notice may also be filed in an online interface, by using the function for withdrawal from Product Contract that is available in Moja ČSOB App, ČSOB SmartBanking App, in the tab "More" / "Applications and notices for the bank", where the Client will choose "Withdrawal from contract within 14 days". This function will allow the Client to confirm the identification details for the Distance Contract, and the e-mail address at which ČSOB will confirm that it received the withdrawal notice. The withdrawal period is deemed to be met if the Client sends the notice on withdrawal from the Distance Contract no later than on the last day of such withdrawal period. In the Platform, ČSOB will make the Distance Contract withdrawal function available in the Platform if such obligation follows from law.
- If the Client does not communicate as described above that he withdraws from the Distance Contract, the contractual relationship shall continue on terms set out in the contract and other documents referred to therein.
- No cancellation of ELB Services shall affect the validity and effect of the Product Contracts.
- Contracts will be signed on behalf of ČSOB and the Client by Electronic Signature. Electronic Signatures contain details that uniquely authenticate the Client and the ČSOB group member as signatories and parties to the legal act. Bank's Electronic Seal and Timestamp guarantee that the text laid in the contractual documentation cannot be subject to any change or replacement. The contractual documentation so signed will be available to the Client as a record on Durable Medium.

## Clause 4

### SmartServices+

- SmartServices+ shall be provided by the Bank to ČSOB SmartBanking App users if they show interest. SmartServices+ shall form an inseparable part of ČSOB Digital Platform.
- The Client may start to use SmartServices+ provided he entered into a Contract with ČSOB/Bank and also provided ČSOB SmartBanking App is activated for the Client.
- The use of ČSOB SmartServices+ shall require Client to accept the SmartServices+ Technical Parameters, either by confirming this electronically using ČSOB SmartBanking App or by using the specific ČSOB SmartService+ provided that, when ČSOB provides such service, it contains a reference to SmartServices+ Technical Parameters.
- The provision of certain services offered within SmartService+ shall require a separate approval with separate terms for the specific service.
- SmartServices+ shall contain of:
  - Partner Service; and
  - ČSOB Group Service.



## 5.1. Details of Partner Services

**5.1.1.** In essence, Partner Services shall allow a purchase or order of a specified service through ČSOB SmartBanking App and, as appropriate, provide the related payment service – payment from Client's Account in the electronic environment of the Bank and its Partners.

**5.1.2.** A confirmation of successful payment, considered to complete the purchase of a service, is a condition for correct purchase of such service.

**5.1.3.** SmartService+ also seeks to improve the user comfort of ČSOB SmartBanking App users, and to display the Partner Service purchased within the ČSOB SmartBanking App.

**5.1.4.** The most recent list of Partner Services is found in the SmartServices+ Technical Parameters that is regularly updated by the Bank. The rules and terms for use of specific Partner services are published on websites of individual providers. The content of such terms of Partner Services providers and the content and functions of such services are outside of Bank's control, and the Bank cannot be held liable for them.

**5.1.5.** For the avoidance of any doubts, the Bank itself does not provide Partner Services nor is liable for their proper provision by the Partners. SmartServices+ necessarily work on exchange of data, including personal data, between the Bank and Partners, to extent necessary for the provision of such service.

**5.1.6.** The Bank shall not be liable for Partner Services being not accessible or unable to use due to direct or indirect causes that are outside the control of the Bank or its Partners (such as, electricity outage, disrupted connection with the Bank through the Internet as public electronic communication network, strike, etc.). The Bank shall not be liable for any damage so caused to the Client in connection with inability to use the Partner Services, provided that such inability was caused by circumstances excluding liability.

## 5.2. Details of ČSOB Group Service

**5.2.1.** The rules and terms for use of ČSOB Group Member services are set out in the SmartServices+ Technical Parameters in the section describing the specific service.

- 6.** There is no legal entitlement for provision of services within ČSOB SmartServices+. The Bank may (in particular, due to technical and operation reasons) temporarily not provide, or terminate the provision of, individual services within SmartServices+. The Bank will terminate individual services within ČSOB SmartServices+ to the Client by way of amending the document titled SmartServices+ Technical Parameters and giving appropriate notice, normally through ČSOB SmartBanking App.

## Clause 5

### Personalised marketing and reward scheme

1. Personalised services for direct marketing purposes that contain personalised marketing messages and Kate Coins are provided to Clients who are natural persons, subject to entering into PMA.
2. PMA forms a valid part of a Client Contract, or may be entered into separately by the Client in mobile ČSOB SmartBanking App, Moja ČSOB App or in other ČSOB app or interface, as applicable.

### 3. Kate Coins:

**a)** are digital coins that may be used solely in ČSOB SmartBanking App; they are neither a currency nor electronic money;

# TERMS AND CONDITIONS FOR ČSOB DIGITAL IDENTITY



- b) cannot be purchased, transferred to another person, or asked to be exchanged for money;
  - c) can be carried forward by the Client, on request, to the following calendar year, or can be requested to be exchanged; unless the Client explicitly requests either of such options in the ČSOB SmartBanking App, ČSOB may decide to carry forward KTCs or to exchange unspent KTCs for euros that will be credited to the Client in the following year to a euro current account kept with ČSOB, of which the Client normally receives at least 15 days' notice in the ČSOB SmartBanking App;
  - d) the Client shall lose his entitlement to spend KTCs after PMA has been deactivated. ČSOB may cancel KTCs after expiry of 12 months of PMA deactivation.
4. PMA shall expire automatically upon expiry of Client's access authorisations for ČSOB SmartBanking App.
  5. ČSOB does not guarantee an uninterrupted provision of Personalised Services for direct marketing purposes, neither is it liable for: technical outages or breakdowns outside its control, losses caused due to errors in Client's device or connection, third party products or services purchased through Kate Coin Wallet.
  6. The Client shall have a non-exclusive, non-transferrable right to use ČSOB SmartBanking App whilst the PMA is in effect.
  7. The Client shall be prohibited from infringing, in any manner whatsoever, intellectual ownership rights protected under Act no. 185/2015 Coll., Copyright Act, as amended, without a prior grant of licence or approval by a rightful holder of such rights.

## Clause 6

### Kate

1. Virtual assistant Kate (Kate) service is a proactive personalised service with extra added value; a description of its elementary features is available on ČSOB Website ([Kate | ČSOB](#)). ČSOB may change the scope of functions depending on technical development. The Client may use Kate after authentication in the ČSOB SmartBanking App through a supported mobile device, as part of ČSOB ELB.
2. Kate is available in two versions, either as a basic Kate or as an active Kate.
3. Active Kate is designed only for Clients older than 18 years of age who have full legal capacity. Persons younger than 18 years of age are allowed to use Kate services in restricted scope only; such scope shall be determined by, and may be changed by, ČSOB.
4. The Client may communicate with Kate through chat or voice conversation. The Client must not share any sensitive data with Kate (such as information about health), nor use any vulgar or insulting language in communication with Kate. There is no legal entitlement to voice form of conversation with Kate. The function of voice communication with Kate may not be available on technical grounds, or may not be supported in certain situations (such as for security reasons). Voice communication with Kate is provided through Google Services by Google LLC. By launching voice communication with Kate, the Client grants consent to Google Services' terms of use whose consolidated version is available at: <https://cloud.google.com/terms/aup>.
5. No financial advisory services are provided through Kate, as such services are referred to in Act no. 186/2009 Coll. on financial intermediation and financial advisory services and amending some other acts.
6. The summary of services provided by Kate at the given time, and the content and setting of such services, may be found on ČSOB Website [Kate | ČSOB](#).

7. ČSOB is not liable for any damage caused by incorrect use of Kate, device breakdown, breach of security measures or use of service by a third party (other than the Client). ČSOB is not liable to the Client for any damage so incurred, save for damage that arises by fault of Bank.
8. ČSOB does not guarantee an uninterrupted availability of the Kate service (technical grounds, maintenance).

## Clause 7

### Personal data processing and complaints

1. ČSOB Group Members, as joint controllers, process personal information for the purposes of performing the Contract and these Terms and Conditions that are necessary to allocate and use Digital Identity and perform Services.
2. Information on personal data processing is specifically contained in a document titled [Privacy Policy for ČSOB Mobile Apps](#) and generally in a document titled [Privacy Memorandum](#). Both documents must be read together.

### 3. Personal data in provision of SmartService+

**3.1.** Client personal data is necessarily processed to provide SmartService+. In certain cases, certain Client personal data must be shared with a Partner for access to the environment of specific Partner Service and for provision of such Partner Service. Each of ČSOB and the Partners, when processing personal data, act as separate controllers that process personal data of users for their own processing purposes.

**3.2.** When services are provided by ČSOB group, the individual group members act, when processing personal data, in various capacities depending on the service at hand, where the relationship between individual ČSOB Group Members is described/detailed in the SmartServices+ Technical Parameters.

### 4. Personal data in using Kate service

**4.1.** To provide a personalised assistance aimed at greater comfort and better customer experience, ČSOB processes and analyses personal data to corresponding extent that is available to Kate.

**4.2.** In the active Kate service, personal data is processed, including profiling to extent necessary for the creation of personalised offer.

### 5. Complaints

**5.1.** Complaints are governed by Complaint Procedure that is available at any ČSOB's place of business/ branch office of ČSOB group member accessible to public and on ČSOB Website. Complaints related to Partner Services are governed by, and shall be raised with, specific Partner Services providers, normally in writing at the registered address of the Partner Services providers or else in form and method as described in SmartServices+ Technical Parameters.

## Clause 8

### Closing provisions

1. These Terms and Conditions shall replace in full the Special Arrangements for Entering into Distance Contracts as in effect from 01 June 2022 and the Terms and Conditions for ČSOB SmartService+ as in effect from 08 January 2026.
2. These Terms and Conditions shall be published by ČSOB on ČSOB Website and at a branch office of ČSOB group member.

# TERMS AND CONDITIONS FOR ČSOB DIGITAL IDENTITY



3. These Terms and Conditions shall be incorporated into the ELB Contract, where IPPID and PIN are understood to be Digital Identity as referred to herein; however, Clause 3 of these Terms and Conditions shall apply to the Client only from the date of entering into a Client Contract.
4. The provisions set out in ELB Terms and Conditions, where different, shall prevail over the provisions set out in these Terms and Conditions.
5. The Bank shall have the right to unilaterally amend these Terms and Conditions and must inform the Client about each such amendment on its ČSOB Website, on its operating premises and in a separate written communication in intelligible manner in Slovak no later than 1 month prior to the proposed effective date of the relevant amendment, unless provided otherwise in separate legislation. The Client is deemed to be informed in writing also if such information is included in a statement of Account. Unless the Client notifies the Bank in writing prior to the proposed effective date of amendment that the Client does not accept such amendments, the new version of the Terms and Conditions shall become binding for the contractual relationship on the date when such new version takes effect. If the Client does not agree to amendments of the Terms and Conditions, the Client shall be entitled to terminate the Contract free of any charge and with immediate effect. Such right must be exercised prior to the proposed effective date of such amendments. If the Client disagrees with the proposed amendments to contractual relationship but fails to terminate it early prior to the proposed effective date of such amendments, the Contract shall be governed by amended Terms and Conditions.
6. These Terms and Conditions shall take effect on 1 July 2026 and, for Clients who are not consumers, on 6 June 2026.