



## TERMS & CONDITIONS FOR ČSOB SWIFT FOR CORPORATES SERVICE

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#### Introductory provisions

Československá obchodná banka, a. s., registered office Žižkova 11, 811 02 Bratislava, corporate ID: 36 854 140, registered in the Commercial Register maintained by Municipal Court Bratislava III, Section Sa, file No. 4314/B. CEKOSKBX, (hereinafter “**ČSOB**”) issues in accordance with Act no. 513/1991 the Commercial Code, Act no. 483/2001 Coll. on banks and Act no. 492/2009 Coll. on payment services these Terms & Conditions of ČSOB SWIFT For Corporates (hereinafter referred to as “**SWIFT Terms & Conditions**”).

The company SWIFT created and administers SCORE for clients, especially corporate clients, and financial institutions, to enable the provision of services based on the exchange of electronic messages within the SWIFT network. A client joins SCORE by entering into the relevant contract with the company SWIFT.

The Contract on the Provision of the ČSOB SWIFT for Corporates Service and these Terms & Conditions of ČSOB SWIFT for Corporates govern the terms and conditions for communication between ČSOB and the Client, as well as the rights and obligations related to the provision of services to the Client by ČSOB via the SWIFT network using SCORE.

#### I. Terms and Definitions

**Contract** is the Contract on the Provision of the ČSOB SWIFT for Corporates Service, including all its components, the Terms & Conditions of ČSOB SWIFT for Corporates, and the current General Terms and Conditions.

**Authorised SWIFT User** is a legal entity – the Client and/or an Authorised Participant who has undertaken to fulfil its obligations as a party to a Contract with the Company SWIFT enabling access to SCORE.

**ČSOB** or the **Bank** is Československá obchodná banka a. s. registered office Žižkova 11, 811 02 Bratislava, which manages the Client’s accounts.

**Client** is a legal entity that has concluded the relevant Contract with ČSOB and is the holder of account(s) maintained at ČSOB.

**Authorised Participant** is a legal entity authorised by the Client to use the Services within the scope of the specific authorisation and which concluded a Contract with ČSOB.

**Authorised Person** is a natural person authorised by the Client or the Authorised Participant to use the Service on behalf of and for the account of the Client, i.e. to enter Instructions and receive Information from ČSOB.

**Power of Attorney** is the authorisation granted to an Authorised Participant or Authorised Person by the Client for the purpose of using the Services within the scope of the Contract.

**BIC** is the SWIFT address of the Client/Authorised Participant – a code by which the Client authenticates itself and which also serves for authorising an Instruction.

**Services** are the services listed in Article II of these SWIFT Terms & Conditions and in the Contract.

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**SCORE** is a standardised corporate environment service established and administered by the company SWIFT, to enable the provision of services based on the exchange of electronic messages within the SWIFT network between SCORE participants.

**FIN** is the interface in MAC for SWIFT Messages within SCORE and within the Services provided.

**MAC** (Media Access Control) is the network address of the hardware.

**Information** is the content of any SWIFT Message sent by ČSOB to the Client and/or Authorised Participant within SCORE, including Account balance information.

**Instruction** is the content of any SWIFT Message from the Client/Authorised Participant to the Bank within SCORE, including an instruction, request, Payment Order, or other message addressed to the Bank.

**Payment Order** is an order to transfer funds from the Client's account to a beneficiary's account, and which is given by the ČSOB Client/Authorised Participant.

**Account** is a payment account maintained by the Bank for the Client – the account holder of the Account specified in the respective Contract, Power of Attorney, or in their component parts, e.g. annex.

**Account Agreement** is an agreement on the maintenance of a payment account, including all its component parts, concluded between the Bank and the Client.

**Table of Fees** is the ČSOB Table of Fees for Corporate Clients and Financial Institutions and the Table of Fees for Natural Persons – Entrepreneurs and Legal Entities, which is available at [www.csob.sk](http://www.csob.sk); ČSOB always applies to the Client the Table of Fees applicable to the Client.

**SWIFT** is the company S.W.I.F.T. SCRL, registered office at Avenue Adele 1, B-1310 La Hulpe, Belgium.

**Contract with SWIFT** is the contract concluded between the company SWIFT and the Client relating to SCORE.

**SWIFT Documentation** means the contractual provisions, terms and conditions, instructions, and procedures of the company SWIFT relating to SCORE, the sending and receiving of SWIFT Messages within SCORE, and which form a part of the contract between SWIFT and the Client/Authorised Participant, or which are communicated to the Client by the company SWIFT, or by ČSOB.

**SWIFT Message** is an electronic message sent within SCORE.

**User Guide** are binding guides issued by SWIFT or ČSOB to Clients in connection with SCORE and the Services.

**GTC** are the General Terms and Conditions published on the ČSOB website [www.csob.sk](http://www.csob.sk) and which are also available in individual operating premises of ČSOB.

## II. Provided Services using FIN reports

1) The following Services may be provided within the FIN interface:

- a) Provision of Information by ČSOB to the Client/Authorised Participant within SCORE.
- b) Sending of Instructions by the Client to the Bank within SCORE.
- c) Entering and transmission of Payment Orders by the Client/Authorised Participant for ČSOB.
- d) Acceptance of Payment Orders by ČSOB, which is entitled to consider Payment Orders so received as valid and authorised.

Services that the Client requires be provided pursuant to the Contract are specified in the Annex to the Contract

2) The Bank and the Client and/or the Authorised Participant agree that the checks performed by the FIN interface in the MAC and the authentication keys provide assurance of the integrity of the SWIFT Message and to verify the Authorised SWIFT User, but without being able to identify the Authorised Person in the state of the security systems implemented by the company SWIFT. The Bank and the Client and/or the Authorised Participant further agree that the encryption of all SWIFT Messages as performed by SWIFT ensures the confidentiality of the exchange.

3) The Contract does not govern the establishment and provision of membership within SWIFT, inclusion in the SWIFT and SCORE network, security of the SWIFT network, provision of SWIFT

Messages within the framework of the Contract concluded by the Client with the company SWIFT, or equipment necessary for access to and use of them.

- 4) The Client can request the conclusion of the Contract and grant the appropriate Power of Attorney for an Authorised Person or Authorised Participant for the requested Service. There is no legal entitlement to enter into a contractual relationship with ČSOB. In the event that ČSOB does not conclude a Contract with the Client, it shall notify the Client of this fact; in such case, ČSOB shall not conclude a contract with the Authorised Participant in relation to the Client concerned.

### **III. Terms and Conditions for the Provision of Services**

- 5) It is a condition for the provision of Services on the part of both ČSOB and the Client/Authorised Participant that the necessary security measures, regular checks and testing of the appropriate technical platform, software, and resources necessary for the Client/Authorised Participant/ČSOB to access and use SCORE and the Services (including the SWIFT messaging service) are implemented and can be used.
- 6) ČSOB and the Client/Authorised Participant bound by the SWIFT Terms & Conditions shall implement such measures to ensure that the security of SCORE and the Services provided are not compromised. These measures also apply to their employees or contractual partners and authorised representatives.
- 7) ČSOB and the Client/Authorised Participant shall ensure that each SWIFT Message sent within SCORE meets the applicable requirements set out in the Contract, the Contract with SWIFT, the SWIFT Documentation and User Guides.
- 8) The Client/Authorised Participant is obliged to inform ČSOB if it becomes aware of any breach or violation of SCORE security or the provision of the Services. This also applies in cases where such breach or violation is suspected to have occurred, including any loss or disclosure of the means of sending SWIFT Messages to the Bank. The foregoing shall apply also accordingly in the event that a person other than the Authorised Person in accordance with the SWIFT Documentation and the procedures of the Client/Authorised Participant, obtains or seeks to obtain funds for sending SWIFT Messages to the Bank or sent such a message. In the information, it is necessary to provide the most accurate and complete description of the situation arisen.
- 9) The Client/Authorised Participant is obliged to cooperate with ČSOB without undue delay in implementing the necessary measures taken by ČSOB or the company SWIFT to investigate and remedy any breach or violation of the security of SCORE or the SWIFT Messaging Services used. This applies also if ČSOB becomes aware of the breach or violation in a manner or from a source other than the Client/Authorised Participant.
- 10) ČSOB is entitled to demand the cancellation of any certificates, the renewal or change of encryption keys or similar system elements used by the Client/Authorised Participant in creating SWIFT Messages within SCORE or to prevent the access of any Authorised Person to the sending of such SWIFT Messages in order to protect the security of SCORE and SWIFT Messaging Services and SWIFT Messages. ČSOB shall inform the Client/Authorised Participant of such facts.
- 11) The Client/Authorised Participant is obliged to comply with the provisions resulting from its Contract with SWIFT, SWIFT Documentation, User Guides and follow the instructions and recommendations of the company SWIFT or ČSOB in connection with the use of SCORE, SWIFT Messaging Services, and any other Services.
- 12) It is a prerequisite for the provision of the services that authentication keys are exchanged between the relevant parties, whilst noting that:
  - checks performed by the FIN interface in the MAC (Media Access Control) and the authentication keys make it possible to ensure the integrity of the message and to authenticate the participating user, without it being possible, however, to identify the individual issuer in the state of the security systems implemented by the company SWIFT,
  - encryption by the Company SWIFT of all messages provides assurance of the confidentiality of exchange,

- SWIFT is able to provide proof of the exchanges and content in the event of a dispute.
- 13) The Client/Authorised Participant and ČSOB agree that their correct identification as sender and receiver of SWIFT Messages allows them to consider SWIFT Messages as sent or received in connection with the provision of Services and as validly authorised.
  - 14) The provisions set out in the Contract and in the relevant Account Agreement and General Terms and Conditions, or, as the case may be, provisions agreed in other relevant contracts concluded between ČSOB and the Client, shall apply to the entering and execution of Instructions.

#### **IV. Instructions – Payment orders**

- 15) The Client/Authorised Participant is obliged to ensure that any Payment Order contained in a SWIFT Message is in accordance with the Account Agreement and the Contract.
- 16) If the Payment Order has been sent by the Client/Authorised Participant, the Bank is entitled to consider the Payment Order contained in the SWIFT Message to be authentic and duly authorised.
- 17) The Bank is entitled to assume that the Payment Order contained in the SWIFT Message has been duly authorised, is valid and its integrity has not been compromised, and has no obligation to verify the authenticity or integrity of such Payment Orders unless it is aware of facts relating to possible fraudulent activity.
- 18) In establishing any procedures for ascertaining whether a Payment Order has actually been sent by the Client/Authorised Participant, ČSOB will disregard information and measures indicated in the SWIFT Message that go beyond that established for the purpose of identifying the Client/Authorised Participant as the sender of the SWIFT Message (e.g. organisational unit, natural person(s) who sent the SWIFT Message on behalf of the Client/Authorised Participant or approved the respective Payment Order, and disregard any other part of the distinguishing name attached to the SWIFT Message other than the SWIFT code of the Client/Authorised Participant, meaning the assigned BIC).
- 19) ČSOB is entitled to proceed at its discretion in another appropriate and proportionate manner, provided the SWIFT Documentation so allows, even if the appropriate procedure for such a case has not been specifically agreed with the Client/Authorised Participant.
- 20) ČSOB shall refuse to process a Payment Order if it does not meet the requirements set out in the SWIFT Documentation or does not meet the conditions agreed in the Contract and the Account Agreement, or there is reasonable doubt in respect of the Payment Order that the Payment Order has been entered by the Client/Authorised Participant or, as the case may be, by an Authorised person. ČSOB shall likewise refuse to process a Payment Order if the obligation to refuse its processing results from a legal regulation. ČSOB shall not be liable to the Client for any damage resulting from non-processing of a Payment Order for the above reasons. Unless contrary to law, ČSOB shall inform the Client of the non-processing of the Payment Order.
- 21) The Client/Authorised Participant may revoke a Payment Order only in the cases, in the manner and within the time limits agreed in the Account Agreement or in the General Terms and Conditions.

#### **V. Charges**

- 22) ČSOB is entitled to charge and collect fees for the provided services according to the Table of Fees, which is available at [www.csob.sk](http://www.csob.sk).
- 23) Fees are always charged to the debit of the account to which the provided service relates. In the event that there are insufficient funds on the account to pay the fee, or if this account is blocked or cancelled, ČSOB is entitled to charge the fee to any account of the Client maintained at ČSOB.

#### **VI. Undertakings and responsibilities of the Parties**

- 24) ČSOB and the Client/Authorised Participant undertake to remain Authorised Users of SWIFT for the duration of the Contract.
- 25) ČSOB shall not be liable for any damage arising from any act or negligence by the company SWIFT, for any obligation of the Client/Authorised Participant towards the company SWIFT, or for any damage whatsoever for which SWIFT would be liable, unless a limitation or exclusion of liability was agreed in the Contract with SWIFT, or as otherwise agreed with the company SWIFT.

- 26) Provided the conditions of the Contract are met, ČSOB shall not be liable for unauthorised transactions arising from the entry of a payment order in a SWIFT Message.
- 27) ČSOB shall not be liable for any impossibility of using the services, or unavailability of services resulting directly or indirectly from causes outside ČSOB's sphere of influence due to force majeure, international sanctions within the meaning of legislation on the implementation of international sanctions, natural disasters, hardware malfunctions, computer viruses, or other events of similar or importance or scope.

#### **VII. Termination by Notice, Withdrawal, Termination by Agreement, Blocking of Services**

- 28) Contracts shall terminate by notice, agreement of the parties, or withdrawal.
- 29) In the case of termination, the contracting parties may terminate the Contract without giving reason; the notice period shall be 1 month and shall commence on the day following the date of delivery of the notice to the respective contracting party.
- 30) ČSOB is entitled to withdraw from the Contract in the event of a material breach of contractual obligations by the Client or Authorised Participant. ČSOB is also entitled to withdraw from the Contract if the continuation of obligations under the Contract becomes unacceptable or illegal for ČSOB due to the existence of applicable legal regulations or internal policy of ČSOB or the KBC Group. The Client is entitled to withdraw from the Contract in cases provided for by law.
- 31) ČSOB is entitled to block the provision of Services for the purpose of ensuring the security of the Services, especially in the event of suspected unauthorised or fraudulent use of the Services.
- 32) Before blocking the Services or, if this is not possible, immediately then after, ČSOB shall inform the Client or the Authorised Participant of the blocking of the Services and the reasons for the blocking, unless this procedure is contrary to other legal regulations.
- 33) If the Client/Authorised Participant is an obliged person pursuant to Act no. 211/2000 Coll. on free access to information as amended and publication of the Contract is required under the relevant provisions of the cited act, the Client/Authorised Participant shall be obliged to ensure, at its own expense, that the Contract be disclosed in the manner prescribed by law, without undue delay after its conclusion, including any amendments and related documents.

#### **VIII. Final provisions**

- 34) The ČSOB e-mail address intended for the Client's communication in connection with the Service is: [icmdesk@csob.sk](mailto:icmdesk@csob.sk).
- 35) The Client/Authorised Participant is responsible for ensuring that all data provided to ČSOB is up-to-date, accurate, and complete, and is obliged to notify ČSOB without undue delay of any changes to these data and to substantiate by a document from which they are evident (in particular, a valid identity card of the person acting on behalf of the Client), with the exception of a change of correspondence address, or residential address, which need be only notified.
- 36) The Contract and other contractual provisions related to the Contract shall also be binding on other persons acting on behalf and for the account of the Client/Authorised Participant and using the relevant Services, the relevant account, the respective means of payment or payment service, and the Client undertakes to familiarise these persons with their content.
- 37) The submission and handling of claims and complaints from the side of the Client concerning the accuracy and quality of the provision of services under the Contract is regulated by the Bank's Complaints Procedure, which is published in the Bank's premises open to the public and on the website [www.csob.sk](http://www.csob.sk).
- 38) If the Contract (or a part of it) is drawn up in a language other than Slovak, the Slovak language version shall be decisive for its interpretation.
- 39) Provisions not governed by the SWIFT Terms & Conditions are governed by the General Terms and Conditions. In the event of conflict between SWIFT Terms & Conditions and the General Terms and Conditions, the SWIFT standards shall prevail.
- 40) ČSOB is entitled to propose to the Client and the Authorised Participant a change to the Contract (i.e. a change to its own Contract, these Terms & Conditions, or other contracts on the basis of which the

Services are provided to the Client and the relevant conditions for these services in the Table of Fees). The change may concern the Contract as a whole or any of its parts. ČSOB shall send information on proposed changes to the Terms & Conditions to the Client and the Authorised Participant at the contact e-mail address at least one month before the proposed effective date, unless a generally binding legal regulation in force in the Slovak Republic specifies a different, shorter, or longer period. Changes to the Terms & Conditions shall become binding on the Client and the Authorised Participant on the day of their proposed effective date. A change to the contractual documentation that does not change the contracting parties' rights and obligations and that expresses only legislative and technical amendments to the Contract shall not be considered an amendment to the Contract, and in making such adjustment, ČSOB shall not be subject to any special obligations relating to the notification of unilateral changes.

#### **Effect**

41) These Terms & Conditions enter into effect on 1.9.2023