

# TERMS AND CONDITIONS OF PERFORMANCE AND USE OF ČSOB API (PSD2) SERVICES



This translation of the Terms and Conditions of performance and use of ČSOB API (PSD2) services from Slovak to English language is for information purposes only and does not represent a binding version.

## Definitions and terms

1. These Terms and Conditions of performance and use of ČSOB API (PSD2) services (hereinafter “Terms and Conditions”) have been issued by Československá obchodná banka, a. s., Žižkova 11, 811 02 Bratislava, company identification number: 368 54 140, registered in the Register of Companies of District Court Bratislava I, section Sa, file no. 4314/B (hereinafter “ČSOB” or “Bank”) on the basis of the current General Business Terms and Conditions of ČSOB (hereinafter “GBTC”) in order to regulate the rights and obligations of Bank vis-à-vis all users and intermediaries as well as the rights and obligations of users and intermediaries of ČSOB API (PSD2) services vis-à-vis Bank.
2. In accordance with Act No. 492/2009 Coll. on payment services as amended, as transposition of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market – PSD2 – Payment Services Directive (hereinafter “PSD2”), Bank makes the following banking services available:
  - payment initiation service – PIS – means a service to initiate a payment order via a third-party application to the extent provided in the electronic banking of the bank. The third party will be authorized to verify whether the balance on the account is sufficient to make a specific transaction, and obtain the transaction processing status,
  - account information service – AIS – means a service to provide consolidated information on a payment account via a third-party application. The third party will be authorized to use the account detail and account movements service to the extent provided in the electronic banking of the bank,
  - card-based payment instrument issuer service – means a service to confirm the balance availability to carry out a card-based payment transaction on a payment account – CPIIS – a service to confirm for Intermediary the funds availability on the client’s account in the form of a yes/no question, hereinafter jointly “ČSOB API (PSD2) Services”.
3. Only **authorized third parties – third-party providers – TPP** – (hereinafter “**TPP**” or “**Intermediary**”) registered in the register of the National Bank of Slovakia (<https://subjekty.nbs.sk/api/psd2/>) and holding a qualified certificate under Terms and Conditions may file a request in Bank for intermediation of ČSOB API (PSD2) Services.
4. Under the Regulatory Technical Standards, **Intermediaries** must be holders of a qualified certificate under 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 – the so-called eIDAS (hereinafter “Certificate”). In addition to information under eIDAS, Certificate must contain the following:
  - permit number (from the register of the National Bank of Slovakia),
  - company name according to the register of the National Bank of Slovakia,
  - name of the bodies in which Intermediary is registered,
  - scope of performed services.The items in Certificate must be in the structure under standard ETSI TS 119 495 (Qualified Certificate Profiles and TSP Policy Requirements under the payment services Directive (EU) 2015/2366).
5. TPP registered in the register of the National Bank of Slovakia that holds valid Certificate may file a request in Bank for technical identifiers necessary for safe communication between TPP and Bank. Such a request should be submitted electronically via the TPP verification service. If Intermediary meets all the legislation

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criteria, Bank will accept Intermediary and enable them to use ČSOB API (PSD2) Services. Only after being accepted by Bank may Users use ČSOB API (PSD2) Services of that Intermediary. Intermediary under Terms and Conditions means:

- provider of account information service,
- provider of payment initiation service,
- provider of card-based payment instrument issuer service.

6. **A User of ČSOB API (PSD2) Services** (hereinafter “User”) under Terms and Conditions means a Bank’s client that is:

- a. an account owner - natural person, natural person - entrepreneur or legal person that has a payment account in Bank and designated fees account from which the fees for electronic banking will be debited in accordance with the current Price List of Bank, published on [www.csob.sk](http://www.csob.sk). The account owner concludes with Bank a Contract for provision of the ČSOB Electronic banking services (hereinafter “Contract”) in which the account owner designates an authorized person to use the electronic banking services and handle the funds on the owner’s account;
- b. an authorized person
  - a natural person that has concluded with Bank an Agreement on activation of ČSOB Electronic banking services (hereinafter “Agreement”), designated as authorized person by the account owner in Contract and schedules thereto, authorized to use the electronic banking services and handle the funds on the owner’s account. Bank provides the electronic banking services for the authorized person in Bank and Bank has provided that person with the authorization features under the Business Terms and Conditions for Electronic banking (hereinafter “ELB Terms and Conditions”), published on [www.csob.sk](http://www.csob.sk), or
  - a natural person that has concluded with Bank a Treaty of distance contracts by electronic means of distance communication in order to use the Electronic banking services. Bank gives the electronic banking services to that person and Bank has provided that person with the authorization features under ELB Terms and Conditions.

The authorized person has also access to all the information about the accounts of the account owner that are offered by the electronic banking services and are subject to banking secrecy. For the purposes hereof, term authorized person includes also the account owner – natural person.

7. Under Terms and Conditions, the electronic banking services mean services performed by Bank under ELB Terms and Conditions.
8. Bank gives access for User to ČSOB API (PSD2) Services via the Electronic banking services.
9. The following is a prerequisite for the use of ČSOB API (PSD2) Services: consent granted by the authorized person to Intermediary and simultaneously performance of strong authentication of the authorized person in the environment of the Electronic banking services.
10. An authorized person should express their consent to the providing of information about the payment accounts owned or handled by the authorized person by authorization features in the environment of the electronic banking services. Consent is valid for the following 90 days.
11. An authorized person should express their consent to the payment order initiated by the payment initiation service provider and to the providing of information about the payment order processing by authorization features in the environment of the Electronic banking services of Bank.
12. An authorized person that is simultaneously the account owner should give prior consent for Bank to the CPIIS.

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13. An authorized person may set for their account, within the Info 24 service, the notification type:

- notification of Intermediary's inquiry about availability of funds.

If Intermediary authorized by authorized person inquires at Bank about availability of a specific amount on a specific account, the authorized person will get an SMS or e-mail notification of the inquiry.

Bank replies to Intermediary's inquiry by YES or NO depending on whether the balance on the given account at the given time is sufficient to cover the amount inquired about by Intermediary.

14. ČSOB API (PSD2) Service ensures the performance of payment services including payment orders from the User's payment account that were not entered in the Bank's information system.
15. Upon the expiry of the 90-day period of consent to the use of ČSOB API (PSD2) Services, Bank will cease to perform ČSOB API (PSD2) Services for which consent has not been given.
16. If Intermediary's authorization to use ČSOB API (PSD2) Services under the register of the National Bank of Slovakia expires or its Certificate does not comply with Terms and Conditions, Bank will cease to perform ČSOB API (PSD2) Services under Terms and Conditions for said Intermediary.
17. These Terms and Conditions will enter into force and effect on April 1, 2019.