

## ČSOB BUSINESS CONDITIONS FOR THE APPLE PAY APPLICATION

1. These Business Conditions (hereinafter referred to as the “Business Conditions”) of Československá obchodná banka, a.s. (hereinafter also referred to as the “Bank” or “ČSOB”) for Apple Pay Application set out the rights and obligations in the contractual relationship between the Payment Card Holder (hereinafter referred to as the “Cardholder”) and the Bank in executing payment transactions with Mastercard and VISA payment cards via a Device with an iOS, macOS operating system with NFC functionality and via the Apple Pay Application (hereinafter the “Application”), which is installed in the Device and which supplements the Bank’s Business Conditions for the Issuance and Use of a Debit Payment Card, for the Issuance and Use of a ČSOB Credit Card and for the Issuance and Use of a Corporate Card (hereinafter referred to as the “PCC”). The Cardholder, who is interested in using a Provider’s service, acknowledges that in addition to these Business Conditions, he is obliged to comply with the conditions of the Provider, who has the right to change the functionality, technical conditions, properties of the Device or Application. In other rights and obligations not listed here between the Cardholder and the Bank, the PCC shall apply.

### 2. DEFINITIONS:

**DPAN or Token** is the digitalised equivalent of a physical payment card in the Application, which is created after the Card is registered in the Application.

**Mobile wallet** is an electronic application provided and managed by the Provider, allowing clients to have one or more Cards stored in digital form in one Application on a portable device.

**NFC payment by mobile device** is a contactless payment made using Near Field Communication by a mobile Device via a payment POS terminal, or withdrawal from a contactless ATM.

**Business Conditions** are the Conditions for the Issuance and Use of a Debit Card, the Conditions for the Issuance and Use of a Corporate Card, and the Conditions for the Issuance and Use of a ČSOB Credit Card.

**Provider** is a third party, as follows: Apple Pay is a trademark of Apple Inc.

**Verification code** is a unique one-time verification 6-digit code generated by the card company.

**Device or mobile Device** is a mobile Device, tablet, computer, watch with the iOS, macOS operating system and the NFC function. The mobile devices or devices that are supported for the Apple Pay Application are determined by the Service Provider.

### 3. GENERAL PROVISIONS

3.1. The Provider will allow payments to be made using the Apple Pay service installed on the Device.

Apple Pay is a trademark of Apple Inc., located in Hollyhill Indus-

trial Estate, Cork, Ireland (hereinafter referred to as “Apple”). The Application may be used by the Cardholder who is authorised to use an Apple Device.

3.2. The Provider enables the Cardholder to add a Payment Card (hereinafter referred to as a “Card”) to the Application and subsequently create and manage the Token, whilst all contractually agreed conditions, fees and services, including limits, that the Cardholder has set on the Card shall remain unchanged and governed by the Bank’s current fees.

3.3. The application enables NFC contactless payments using the Cardholder’s Device with the Mastercard / VISA logo at POS terminals, ATMs and selected merchants on the Internet.

3.4. Upon installing the Application, the Cardholder agrees with these Conditions and consents to the provision of his data to the Provider.

3.5. Protection of Clients’ personal data and their processing in the Bank is specified in the Memorandum of Personal Data Protection, accessible on the web at <https://www.csob.sk/pravne-informacie#memorandum-ochrany-osobnych-udajov>.

### 4. CONDITIONS FOR INSTALLING THE APPLICATION ON A DEVICE

- a) a ČSOB Card with Mastercard / VISA logo must have been issued and activated,
- b) the Bank must have your current mobile phone number,
- c) you must have granted consent to these Conditions and consent to the provision of your data to the Provider,
- d) the Application user may be the authorised Cardholder who is authorised to use an Apple brand Device,
- e) digitalisation of the Card is possible if the Cardholder is more than 15 years old,
- f) more Cards can be added to the Application, with the exception of Visa Classic Junior Card, VISA Electron Baby, for which digitalisation is not supported. When registering a Card, the Token is automatically set as the default; when inserting more Cards, the Cardholder must choose the default Token,
- g) The Application may require the Cardholder to enter sensitive data from the Card such as the number, expiration, CVC2 / CVV2, name and surname, address,
- h) the validity period of Card registration in the Device is identical to the Card validity period, but not more than 3 years or 5 years, depending on the type of card issued,
- i) to use the Application you need:
  - to have an Apple ID account created and iCloud service set up.
  - Device blocking in place, using the Device’s security features offered by the Device and the current iOS, macOS operating system.
- j) adding a Card to the Application:
  - to activate the Application, you need to enter the Card data into the Application, either manually or by scanning the Card.

- a verification code will be sent to the telephone number of the Device in an SMS message, which the Cardholder will then use to confirm the registration in the Application. the Bank, however, reserves the right that registration may take place even without additional verification with this verification code.

## **5. TRANSACTIONS (PAYMENTS) VIA THE APPLICATION**

- it is important to have NFC turned on before payment,
- the Application history shows the last 10 transactions performed by the Cardholder using the Token. All transactions made using the Card are available via ČSOB's electronic banking channels (such as MojaČSOB, SmartBanking) and in the Bank Client's account statement,
- if the Cardholder does not select the Token that he wants to use to make the transaction, the transaction will be executed using the default Card,
- contactless payments can be made even if the Device is not connected to mobile data or Wi-Fi; subsequent or intermittent internet connection will ensure synchronisation and updating of the Application,
- making a cashless payment through Apple requires identification and authorisation through the chosen method for blocking the Device,
- with the Apple Application, the transaction can be executed by unblocking the Device using security features and placing the Device in which the Card is registered close to the POS terminal. When withdrawing from a contactless ATM cashpoint, the PIN for the Card is required,
- in the case of a cashless payment at POS terminals, the PIN for the card is not required, due to the fact that the transaction will be confirmed using the Device's security elements, namely biometrics.

## **6. TOKEN REMOVAL, CARD BLOCKING**

- The Cardholder may delete the created Token in the Application at any time and re-add it to his Device; this action does not affect the functionality of the physical Card.
- In the event of theft or loss and unauthorised use of the Device on which the Application and Token are stored, the Bank will block the Token upon notification of this fact by the Cardholder. Due to the loss / theft, the Cardholder will receive a new Card with a new number and expiration, CVC2/CVV2 and the Token will be automatically linked in the Device.
- If the Card is blocked, the Bank will always delete all Tokens associated with the Card. Once a Card is blocked, the Cardholder is required to perform a special act according to the PCC.
- When the Card expires, the Token is suspended and reactivated as soon as a new Card is activated.
- When switching to a new Device, it is recommended to delete the Card from the old Device and from the Application.

## **7. RIGHTS, DUTIES AND RESPONSIBILITIES OF THE CARDHOLDER AND THE BANK**

- The Cardholder is obliged to protect the Device against misuse by unauthorised persons, including family members, against loss or theft, and to secure the Device in which the Application and Token are stored against misuse in case of loss or theft.

- The Cardholder may not provide the Card to other persons, including family members. The Card is not transferable to other persons; data from it may not be provided to third parties for registration in the Application.
- It is not permitted to insert the Card in an Application issued to a different Cardholder.
- The Cardholder is obliged to have the Device under constant control and to use such safeguards that prevent a third party from accessing the Device (e.g. securing the device by biometrics or an access code, which should have fairly complex sequence of numbers and letters).
- The Cardholder is obliged to continuously monitor payments on the Account in respect of the Card when making transactions using the Application and to immediately report all discrepancies and deficiencies to the Bank.
- In the event of loss, theft, misuse or unauthorised use of the Device with the Application, the Cardholder is obliged to report this fact without delay (immediately after learning of this) on the telephone number 421 2 5966 8230 or in person at any branch of the Bank. The telephone number is also stated on the back of the Card, and if this telephone number changes, the Bank will inform the Cardholder in writing of this fact.
- The Bank is not responsible for the functionality of the Application, especially in the following cases:
  - failure to meet the technical conditions necessary for using the Application on the side of the Cardholder,
  - malfunction of electronic devices necessary for using the Application,
  - malfunction, termination, suspension, or error of the Application on the side of the Provider,
  - malfunction, termination, suspension or error on the side of the card company,
  - failure of the data network, or data delivery service used by the Device.
- In the event of loss, theft and misuse of data necessary for using the Application, or in the event of unauthorised use of the Application, the Bank will not issue a replacement Card or replacement cash. If the Bank suspects misuse of card data, fraudulent conduct of the Cardholder, or unauthorised transactions, the Bank is entitled to unilaterally terminate the possibility to make transactions and create Tokens.
- The Cardholder is obliged to install in the Device only programs from trusted or recommended sources, such as App Store, and at the same time pay attention to the required permissions of the installed application and use only the data connection provided by the mobile operator or secure Wi-Fi network.
- The Bank reserves the right to refuse registration of an already issued payment card.
- The Bank reserves the right to unilaterally cancel the agreement with the Provider, though, the Bank must inform the Cardholder of this by publishing the Conditions within the statutory period.
- The Cardholder bears full liability for damage incurred in connection with a breach of his obligations specified in the section "Rights, Duties and Responsibilities of the Cardholder and the Bank".

## **8. FINAL PROVISIONS**

- 8.1. The Conditions for the Issuance and Use of a Debit Payment Card, Conditions for the Issuance and Use of a Corporate Card and the Conditions for the Issuance and Use of a ČSOB Credit Card published on the Bank's website [www.csob.sk](http://www.csob.sk) and the ČSOB General Conditions as part of the contractual relationship between the Account Holder, the Cardholder and the Bank also apply to the use of the Application.
- 8.2. There are no additional fees associated with using an Application.
- 8.3. The Bank has the right to change the Conditions at any time. The Bank shall inform the User of the change made, via the Bank's website [www.csob.sk](http://www.csob.sk) in two months' advance of the day on which the change is to take effect. Unless the User has rejected the proposal to change the Conditions at latest on the last working day before the proposed effective date of the change, this shall be taken to mean that he has accepted the change proposal. If the Cardholder rejects the change proposal before the day when the change is to take effect, he has the right to terminate the contractual relationship free of charge with immediate effect, which shall also apply to use of the Application. If the Cardholder rejects the proposal to change the Conditions before the day when the change is to take effect, but does not terminate the contractual relationship, the Bank has the right for technical reasons to allow the use of the Application only in accordance with the changed Conditions.
- 8.4. The Bank may, with immediate effect, make such a change to the Conditions of Use of the Application that does not unilaterally impinge on the rights and obligations of the Cardholder. Such a change may be, in particular, an amendment to the Conditions caused by the addition of a new functionality, an increase in security, technological development or a change necessitated by an enacted law. The Bank shall inform the Cardholder of such a change via the Bank's website [www.csob.sk](http://www.csob.sk).

## **9. These Conditions shall enter into effect on 30.06.2020.**