

INFORMATION PRIOR TO CONCLUDING A FINANCIAL SERVICE AT A DISTANCE



Dear Client,

We wish to inform you that by concluding the agreement enabling the use of ČSOB electronic banking services (hereinafter the "Client Agreement"), a financial service may be provided at a distance, for which current legislation affords special protection to clients acting as consumers. Československá obchodná banka, a. s., pursuant to Section 4 of Act No. 266/2005 Coll. on the protection of consumers in respect of distance financial services, as amended, provides the client – consumer, prior to the conclusion of the Client Agreement, with the following information (hereinafter the "Information"):

1. The **Supplier of the distance financial service** (the collective designation "Suppliers") is Československá obchodná banka, a. s., Žižkova 11, 811 02 Bratislava, Corporate ID: 368 54 140, registered in the Commercial Register of the City Court Bratislava III, Section Sa, Insert No. 4314/B (hereinafter the "Bank"), however, when providing subsequent individual products and services it may also be ČSOB Poistovňa, a. s., with its registered office at Žižkova 11, 811 02 Bratislava, Corporate ID No.: 31 325 416, registered in the Commercial Register of the City Court Bratislava III, Section Sa, Insert No. 444/B (hereinafter the "Insurance Company"), or ČSOB Leasing, a. s., with its registered office at Žižkova 11, 811 02 Bratislava, Corporate ID No.: 35 704 713, registered in the Commercial Register of the City Court Bratislava III, Section Sa, Insert No. 1220/B (hereinafter also "ČSOB Leasing").

The Suppliers' **scope of activities**, in the case of the Bank, comprises: accepting deposits and providing loans, providing investment services, investment activities and ancillary services, and investing in securities for its own account (hereinafter "investment services"), wherein more detailed information on the scope of investment services is available at www.orsr.sk; providing payment services and clearing, issuing and managing electronic money, financial intermediation, and carrying out other banking activities as listed at www.orsr.sk; in the case of the Insurance Company, this comprises: insurance activities in the field of life and non-life insurance, wherein more detailed information on the scope of individual classes of life and non-life insurance is available at www.orsr.sk; in the case of the Building Society, this comprises: accepting deposits from building savers or in favour of building savers, providing loans to building savers from the resources of the building savings fund for construction purposes, and carrying out other banking activities as listed at www.orsr.sk; in the case of ČSOB Leasing, this comprises: leasing activities, the provision of consumer loans without limitation as to the scope of the provision of consumer loans, and the provision of loans by non-banking means from own resources to the extent listed at www.orsr.sk. The Bank shall not use any commercial agent or financial intermediary to perform this activity. The **supervisory authority** over the activities is the National Bank of Slovakia, with its registered office at Imricha Karvaša 1, 813 25 Bratislava, Slovak Republic.

2. **Information on the financial service provided:** Use of the Bank's electronic banking services with the possibility of subsequent simple use of the products and services of the Bank and the other Suppliers.

3. **The total amount of consideration for the financial service, including all fees, expenses and taxes paid by the consumer through the Bank:** The use of the electronic banking service is free of charge; the subsequent use of the products and services of the Bank and other Suppliers is governed by the fee schedules of the respective Suppliers.

4. **Risk warnings:** The electronic banking service is not associated with risks; however, other services and products provided by the Suppliers may carry potential risks associated therewith.

5. **Information on taxes and other charges that are not paid through the supplier or collected by it:** No tax liabilities are associated with the electronic banking service; however, other services and products provided by the Suppliers may be associated with potential tax liabilities.

6. **Validity period of the information provided:** All data provided in this Information are valid for the duration of the Client Agreement.

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7. Right to withdraw from the Client Agreement:

The client – consumer is entitled to withdraw from the Client Agreement without paying a contractual penalty and without giving a reason within 14 calendar days:

- a) from the conclusion of the Client Agreement, or
- b) from delivery of this Information in paper form or as a record on another durable medium, if the Client Agreement was concluded at the consumer's request by means of distance communication that does not allow the Information to be provided in paper form or as a record on another durable medium.

The 14-calendar-day period for withdrawal from a distance contract is extended to 30 calendar days for insurance contracts in the field of life insurance and supplementary pension saving. The period for withdrawal from a distance contract shall commence:

- a) in the case of insurance contracts in the field of life insurance under which financial services in the field of life insurance are provided, on the day when the consumer was informed of the conclusion of the distance contract,
- b) in the case of distance contracts under which financial services in the field of supplementary pension saving are provided, from the conclusion of the distance contract or from delivery of the Information, if the distance contract was concluded at the consumer's request by means of distance communication that does not allow the Information to be provided in paper form or as a record on another durable medium.

Upon withdrawal from a distance contract, the consumer is obliged to pay remuneration for the financial service actually provided; no obligations arise for the consumer from a contract between a third party and the supplier in relation to a third party providing the agreed financial service. If another distance contract relating to services provided by the supplier or by another person on the basis of a contract with the supplier is associated with the distance contract, such other contract shall be cancelled without contractual penalty if the consumer exercises the right to withdraw from the contract pursuant to point 9.

The period for withdrawal from a distance contract under point 9 shall be deemed to have been observed if the notice of withdrawal from the distance contract was sent to the supplier, at the address notified pursuant to the Information, no later than the last day of that period, in paper form or as a record on another durable medium that is available and accessible to the supplier.

The right to withdraw from a distance contract under point 9 without paying a contractual penalty and without giving reason does not apply to:

- a) a financial service the price of which depends on changes in the financial market that are beyond the supplier's control and that may occur during the withdrawal period, in particular a financial service related to

1. foreign exchange transactions,
2. money market instruments,
3. transferable securities,
4. units or other securities issued by collective investment undertakings,
5. contracts for forward financial transactions, including equivalent instruments settled in cash,
6. forward rate agreements (FRAs),
7. equity, interest rate and currency swaps,
8. options to purchase or sell any of the instruments referred to in points one to seven, including equivalent instruments settled in cash,

- b) an insurance contract for travel insurance and baggage insurance, or other insurance contracts concluded for a period of less than one month,

- c) a distance contract where the financial service has been performed at the consumer's express request before the consumer exercised the right to withdraw from the distance contract.

These consumer rights do not apply to loan agreements or credit agreements under special laws (Act No. 161/2011 Coll. on consumer protection in the provision of certain travel services, Act No. 108/2000 Coll. on consumer protection in door-to-door sales and mail-order sales).

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8. Minimum term of validity of the Client Agreement: No minimum term of validity of the agreement is specified, because electronic banking services are provided for an indefinite period for the duration of the contractual relationship under the Client Agreement.

9. Procedure for exercising the right to withdraw from the Client Agreement, including the address to which the notice of withdrawal is to be sent: The Client is entitled to proceed pursuant to point 7 of this Information and is entitled to send the notice of withdrawal to the address: Československá obchodná banka, a. s., Žižkova 11, 811 02 Bratislava; however, when providing subsequent individual products and services, the addressee is the Supplier of the particular product or service (ČSOB Poistovňa, a. s.; or ČSOB Leasing, a. s.), with the address of all Suppliers being: Žižkova 11, 811 02 Bratislava.

10. Possibility of early or unilateral termination of the Client Agreement, including information on related contractual penalties: The Client has the right to terminate the Client Agreement at any time without stating a reason; no notice period applies; the notice may be delivered to the Bank by any means and in any form, and no contractual penalties are associated with its termination.

11. Identification of the state, choice of law, and language of communication:

The Client Agreement is governed by the applicable General Terms and Conditions and the legal order of the Slovak Republic. In disputes concerning rights and obligations arising from the Client Agreement, the court having subject-matter and territorial jurisdiction in the Slovak Republic shall decide. The language of communication in mutual contact is Slovak.

12. Method of handling claims and complaints: The Bank handles claims and complaints pursuant to the Complaints Procedure. The Bank gives information about the possibility of out-of-court settlement of complaints in its General Terms and Conditions, which are published on the website: www.csob.sk. Complaints may be submitted at any direct or indirect contact point of the Bank (e.g. in person at a branch, in writing by post to the Bank's address, by telephone or by e-mail). The Client also has the option to address the complaint to the authority supervising the financial market, which is the National Bank of Slovakia, and, in the case of a financial service concerning insurance, may also contact the Insurance Ombudsman Unit of the Slovak Insurance Association. The Bank is obliged to investigate the complaint and inform the Client of the manner of handling the complaint or the reasons for its rejection within 30 days from the date of its delivery. If the handling of the complaint requires a longer period, the time limit according to the preceding sentence may be extended, of which the complainant shall be informed without delay. The submission of a complaint by the Client is without prejudice to the Client's right to apply to a court or to resolve any disputes by means of out-of-court settlement (e.g. under Act No. 244/2002 Coll. on arbitration, as amended, Act No. 420/2004 Coll. on mediation and on amendment of certain laws) or through court proceedings in accordance with the relevant special legal regulations.

13. The Suppliers state that there are no other guarantee funds or compensation schemes than the guarantee funds or compensation schemes under Act No. 118/1996 Coll. on deposit protection, as amended (Deposit Protection Fund), and Act No. 566/2001 Coll. on securities and investment services, as amended (Investment Guarantee Fund).