

TERMS AND CONDITIONS FOR THE PROVISION OF THE ČSOB ELECTRONIC BANKING SERVICES FOR ENTREPRENEURS



Introductory Provisions

1. Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava, registered in the Companies Register of the Bratislava III Municipal Court, Section Sa, File No. 4314/B, ID No.: 36 854 140 (hereinafter referred to as the “**Bank**”) issues these Terms and Conditions for the Provision of ČSOB Electronic Banking Services for Entrepreneurs (hereinafter referred to as the “**Terms and Conditions**”), which regulate the legal relationships between the ČSOB and its clients who are legal entities or natural persons who are entrepreneurs (hereinafter referred to as the “**Client**” or “**Account Holder**”), and other users of the electronic banking service in the provision of selected services by Means of Electronic Communication (hereinafter referred to as the “**ELB Service**”) in compliance with and based on the applicable General Business Terms and Conditions of the Bank (hereinafter referred to as the “**GBTC**”). The exact terms and conditions of operation of the ELB Service are defined in the documents [Technical Parameters and Specification of Operation of Electronic Banking Services](#) (hereinafter referred to as the “**Service Specification**”), published on the ČSOB Website under the Important Documents tab, which includes the document Overview of Functionalities, Rights Profiles, and Signature Rules in the ČSOB BusinessBanking App, which contains the Global Rights Profiles Offered to Authorised Persons in ČSOB BusinessBanking and the ČSOB BusinessBanking Service Functionalities (hereinafter referred to as the “**Overview of Functionalities**”). The Bank is a provider of payment services pursuant to Act No. 492/2009 on Payment Services and on the amendment and supplementation of certain acts as amended (hereinafter referred to as the “**Act on Payment Services**”).
2. These Terms and Conditions set out the binding rules for the relationships between ČSOB and the Client / Account Holder in connection with the provision of the ELB Service. These Terms and Conditions shall be equally binding on the relationships arising from other agreements and legal acts which expressly so provide. These Terms and Conditions are an integral part of the agreement concluded between the Bank and the Client, on the basis of which ELB Services are provided (hereinafter referred to as the “**Agreement**”) and are binding on the Client / Account Holder from the date of entry into force and effect of the Agreement, as amended from time to time in accordance with the wording of these Terms and Conditions.

Article 1

Definitions and Terms

1. **Administrator**—a Rights Profile assigned to an Authorised Person who has the right, under the ELB Service in the ČSOB BusinessBanking App, to assign a Rights Profile to another Authorised Person or to change the assigned Rights Profile of another Authorised Person (or their own) and to designate additional Authorised Persons or revoke (remove) Authorised Persons. The Administrator is authorised to configure the individual parameters of a given Rights Profile, Signature Rule, Limits, and Signature Role for themselves or for another Authorised Person. The Administrator is entitled to define which Authorised Person may purchase/open/change/cancel products and services on behalf of the Client / Account Holder under the ELB Service. The Administrator is also entitled to create—designate or remove other Administrators. The Administrator is entitled to define which Authorised Person may inspect the Client's / Account Holder's documents. The Administrator is entitled to change the Client's / Account Holder's contact details. The Client or Administrator may also define (assign) these authorisations to the Administrator with a different (limited) scope; if they do not do so, the Administrator always has the full scope of the Rights Profile (hereinafter referred to as the “**Global Rights Profile**”). The Administrator profile, including the Administrator's signature rule, may also be assigned by the Bank, in which case the Bank is obliged to inform the Client in writing in advance. If the Agreement was concluded in the Bank's digital environment in electronic form, then (i) a natural person who is an entrepreneur and who personally and directly signed such an Agreement with the Bank or with the ČSOB Group Members, or (ii) a statutory representative of a legal entity who, acting independently, personally signed such an Agreement with the Bank or with the ČSOB Group Members on behalf of the legal entity, or (iii) any other person who (acting independently) has validly signed the Agreement on behalf of the Client or in the Client's name, shall automatically, as of the effective date of the electronically concluded Agreement, have the status of an Authorised Person and be assigned the Administrator Rights Profile, even if they are not listed as an Authorised Person—Administrator in the Agreement or its annex.
2. **Active Form of Rights**—allows the Authorised Person to enter, modify and cancel an electronic order and/or

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an electronic request through the ELB Service in the ČSOB BusinessBanking App, in particular the rights to Create, Modify, Cancel, Revoke, Approve, Import and retrieve information provided through the ELB Service—within the meaning of the document Overview of Functionalities, which contains the Global Rights Profiles Offered to Authorised Persons, which is available on the ČSOB Website.

3. **ČSOB SmartToken App**—a mobile app that can be used both offline and online, designed to (i) Authenticating and Authorising active operations/Instructions in the ELB Service, (ii) generating one-time codes for the Authorised Person to log in to the ČSOB Digital Platform, (iii) activating the ČSOB SmartBanking App, (iv) confirming 3-D Secure online payments.
4. **ČSOB BusinessBanking App**—a web application available on the ČSOB Website that allows the Client, through an Authorised Person/Authorised Person's Digital Identity, to access the part of the Platform where ČSOB offers services of ČSOB Group Members.
5. **ČSOB SmartBanking App**—a mobile app that an Authorised User, as defined in the GBTC (**Authorised User**), may install on their own device (e.g., smartphone, tablet) from the official digital distribution platforms Google Play or the App Store, Huawei AppGallery, thereby gaining access to manage funds in the Client's Account via this app within the scope of the disposal authorisations granted by the Client, as well as access to the part of the Platform where ČSOB offers services of ČSOB Group Members and Partner Services.
6. **Authentication**—a process that enables ČSOB to verify the identity of an Authorised Person or the validity of the use of the ELB Service, including the use of the Authorised Person's personalised Security Features.
7. **Authorisation**—a confirmation of the will of the Authorised Person to execute the Instructions.
8. **Security Features**—are numeric identifiers designed for secure use of the ELB Service. The Service Specification document contains a list of Security Features.
9. **Security Instruments**—used for Identification and Authentication of the Authorised Person and Authorisation of Instructions. The Service Specification document contains a list of Security Instruments and their combinations.
10. **ČSOB/ČSOB Group Members or individually as a ČSOB Group Member**—for the purposes of these Terms and Conditions, this refers to a member of the ČSOB financial group that provides the Product Agreement. For the purposes of these Terms and Conditions, a member of the ČSOB Financial Group means the Bank, ČSOB Poistovňa, a.s., with its registered office at: Žižkova 11, 811 02 Bratislava, ID No.: 31 325 416, registered in the Companies Register of the Bratislava III Municipal Court, Section Sa, File No. 444/B and ČSOB Leasing, a.s., with its registered office at: Žižkova 11, 815 10 Bratislava, ID No.: 35 704 713, registered in the Companies Register of the Bratislava III Municipal Court, Section: Sa, File No. 1220/B.
11. **ČSOB Digital Platform (ČSOB Platform/Platform)**—the ČSOB digital environment, to which the Client has access through an Authorised Person or via the Authorised Person's ČSOB personalised Digital Identity, where the Services are provided. ČSOB Platform is not an online platform within the meaning of the Digital Services Act, i.e., Regulation (EU) 2022/2065 of the European Parliament and of the Council.
12. **Instruction**—an instruction executed under the ELB Service through an Authorised Person, to perform legal or other acts in relation to the Account or the Product, as well as to conclude a Product Agreement, subject to the availability of such acts under the ELB Service; an Instruction is, for example, an instruction to execute a payment operation (hereinafter referred to as the "**transaction**"), an instruction to invest in mutual funds or foreign collective investment entities, an instruction to change the data recorded about the Client or the Account Holder, an instruction to change the settings of the ELB Service, and the like. Instructions also include orders for the conclusion, establishment, modification, or termination (expiration) of a Product or an Account Agreement/Product Agreement on behalf of the Client/Account Holder or orders for the execution of the necessary related actions on behalf of the Client/Account Holder. The current list of Instructions for the ČSOB BusinessBanking App is available on the ČSOB Website in the document titled "Overview of Functionalities".
13. Authorised Person's **Digital Identity**—a method of identification of the Authorised Person under the ELB Service through the Identification Number during Authentication and Authorisation; Digital Identity is assigned to the Authorised Person by the Bank on the basis of a special contractual relationship between the Authorised Person and the Bank. The Electronic Identity assigned under a separate agreement is also considered to be

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the Authorised Person's Digital Identity.

14. **Electronic Operations**—a common designation for electronic orders and electronic requests. The types and individual operations for the ČSOB BusinessBanking App are defined in the Overview of Functionalities.
15. **Identification**—a declaration of the Authorised Person's identity prior to accessing the ELB Service (by entering an Identification Number), followed by Authentication.
16. **Identification Number (IPPID)**—a unique and non-transferable number assigned by the Bank to an Authorised Person, which uniquely identifies that specific Authorised Person. It is used to log in to the ELB Service and Identify the Authorised Person.
17. **Client**—a natural person who is an entrepreneur or a legal entity that enters into an Agreement with the Bank or with the ČSOB Group Members; the Client may be authorised to use the ELB Service and to represent and dispose of funds in the Accounts of multiple Account Holders. The Client can be an Account Holder at the same time.
18. **Limit**—the limit for executing transactions/Electronic Operations or Instructions, provided that such limit was specified in the Signature Rule by the Client or Administrator within the scope of the authorisations granted to Authorised Persons, or was specified by the Bank itself or a ČSOB Group Member. If no limit has been set, the Authorised Person may act without restriction.
19. **Account Holder**—a natural person authorised for business activity (hereinafter referred to as the “**natural person who is an entrepreneur**”) or a legal entity that has an Account with the Bank or has been provided with a Product. By means of a specific Power of Attorney (hereinafter referred to as the “**Power of Attorney**”), the Account Holder authorises the Client to appoint Authorised Persons through whom the Client may manage the Accounts and the Products of the Account Holder under the ELB Service to deal with the funds in the Accounts and to exercise all rights and obligations under the ELB Service through the Authorised Persons as defined by the Client.
20. **Authorised Person/User**—a natural person, designated as an Authorised Person by the Client or the Administrator, to whom the Bank has assigned a Digital Identity on the basis of a special contractual relationship between the Authorised Person and the Bank. The Authorised Person holds the status of Authorised Person in relation to the Client's Accounts and Products, as well as in relation to the Accounts and Products of the Account Holders who have granted the Client a Power of Attorney. An Authorised Person is a person through whom the Client operates and manages its Accounts and Products, or the Account Holder's Accounts and Products, in accordance with the Rights Profile and/or Signature Rule and/or Signature Role assigned to the Authorised Person by the Client or the Administrator. The Authorised Person acts on behalf of the Client/Account Holder in their name and on their behalf. The actions that an Authorised Person may perform on behalf of the Client pursuant to the granted authorisations may also be performed to the same extent on behalf of any Account Holder who has granted a Power of Attorney to the Client, unless expressly stated otherwise in these Terms and Conditions, in the Power of Attorney, or in the granted authorisations. Granting, changing, or revoking authorisations for Authorised Persons, i.e., designating Authorised Persons, revoking (removing) Authorised Persons, and setting/changing/revoking individual parameters of a given Rights Profile, Signature Rule, Signature Role, and Limits for the ČSOB BusinessBanking App is possible (i) in the Agreement concluded with the Client (or in its annexes) or (ii) at a Bank branch via a separate request signed by the Client or (iii) directly using the relevant function by the Administrator in the ČSOB BusinessBanking App. Granting, changing, or revoking/removing authorisations for Authorised Persons to act on behalf of the Client/Account Holder is possible only in accordance with the procedure set forth in the Agreement or the Terms and Conditions. In this regard, the GBTC requirement that an Authorised Person's authorisation to act—if granted, revoked, amended, or cancelled electronically—must be signed by the Client in the presence of a Bank employee, or bear an officially certified signature, or be signed with a qualified electronic signature, does not apply (the specific level of signature or Authorisation depends on the current technical solution determined by the Bank).
21. **Passive Form of Rights**—allows the Authorised Person to obtain information provided through the ELB Service and other actions in accordance with the document Overview of Functionalities containing Global Rights Profiles Offered to Authorised Persons, which is available on the ČSOB Website.

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22. **Signature Role**—a group of Authorised Persons created for the purpose of defining Authorised Persons in a Signature Rule. A specific Authorised Person can be assigned a maximum of one Signature Role. If an Authorised Person is in more than one contractual relationship, the Authorised Person may be assigned only one Signature Role for each contractual relationship.
23. **Signature Rule**—defines:
- Authorised Persons, or Signature Roles, who may electronically sign Electronic Operations/Authorise Instructions included in the rule, including requests for the purchase and servicing of Products;
 - Electronic Operations/Instructions which may be electronically signed/Authorised according to the rule;
 - Accounts associated with operations covered by the rule, if applicable to Electronic Operations/Instructions;
 - Limit, if applicable to Electronic Operations/Instructions.
- A Signature Rule must contain at least one Electronic Operation/Instruction and at least one Authorised Person.
24. **Rights Profile**—defines the Authorised Person's rights and the manner of use of individual functionalities available in the Service, in accordance with the document Overview of Functionalities containing Global Rights Profiles Offered to Authorised Persons, which is available on the ČSOB Website. Each Authorised Person can be assigned a maximum of one specific Rights Profile. If an Authorised Person is in more than one contractual relationship, the Authorised Person may be assigned only one Rights Profile for each contractual relationship.
25. **Product**—an Account or other product that ČSOB provides to clients, which may include, for example, a loan, financial market transactions, investments, insurance, leasing, and any other ČSOB product available through the ELB Service; here, "Product" also refers to collateral/security for another Product.
26. **Product Agreement**—an agreement concluded remotely between a ČSOB Group Member and the Client/Account Holder for selected Products/Financial Services via a Means of Electronic Communication.
27. **Means of Electronic Communication**—a means of distance communication that can be used without simultaneous physical contact between ČSOB and the Client to provide the ČSOB Financial Service/Product to selected ČSOB products and services, in particular through the ELB Services.
28. **Strong Authentication of the Authorised Person**—authentication performed by the Bank or a ČSOB Group Member based on the use of two factors. Under two-factor authentication, the Authorised Person is required to provide both factors as defined in the Service Specification document.
29. **Services**—services of the ČSOB Group Members and Partner Services, which include:
- ČSOB Financial Services/Products which the Client obtains by entering into a Product Agreement with a ČSOB Group Member
 - Banking financial services
 - Insurance financial services
 - Lease financial services(hereinafter referred to as the "**Financial Services**")
Individual Financial Services are generally governed by specific business terms and conditions, which are available on the ČSOB Website.
 - SmartSlužby+,
The scope of Services may vary by app.
30. **ELB Service** or **ELB Services**—the Bank's electronic banking services provided via Means of Electronic Communication, through which the Client/Account Holder, via an Authorised Person, gains access to a selected Service or Product with the option of entering into a Product Agreement or other types of agreements. The types of ELB Services are specified in the Service Specification document.

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31. **Partner Services**—services provided by suppliers of goods or services with whom ČSOB collaborates; the Client is also entitled to obtain these goods or services through SmartSlužby+. The current list of Partner Services, as well as the technical specifications for their provision, are available on the ČSOB Website, which ČSOB updates on an ongoing basis.
32. **SmartSlužby+**—an information society service in accordance with Directive 2000/31/EC within the ČSOB SmartBanking App, which, through the ČSOB SmartBanking App interface, enables the Client, via an Authorised Person, to enter into agreements with Partners providing services (Partner Services), as well as agreements concluded with ČSOB Group Members individually or jointly.
33. **Power of Attorney**—a legal act by the Account Holder through which the Account Holder authorises the Client to manage all existing and newly created Account Holder's Accounts and Products under the ELB Service, to dispose of the funds in the Accounts and to exercise all rights and obligations under the ELB Service in the ČSOB BusinessBanking App, all through Authorised Persons that the Client or Administrator is authorised to define. The Account Holder may grant a Power of Attorney to the Client only in the form and format specified and required by the Bank, using the Bank's prescribed form. In the event that the Power of Attorney is granted in a form and/or format other than that requested by the Bank, the Power of Attorney shall not come into existence. A revocation of the Power of Attorney must be delivered to the Bank and may only be submitted using the Bank's prescribed form at a Bank branch. The Authorisations of the Client/Authorised Persons to act on behalf of the Account Holder, in the Account Holder's name and for the Account Holder's account, shall expire no later than on the 10th business day following the Bank's receipt of the revocation of the Power of Attorney. The Bank shall subsequently notify the Client of the revocation of the Power of Attorney.
34. **Service Specification**—a specification of the operation of the ELB Services, comprising a set of details, settings, currently available functions and some rules for the use of the ELB Service, depending mainly on the technical settings of the Bank's app, which serves as the Bank's software foundation for the operation of the ELB Service. The Service Specification is provided in the document [Technical Parameters and Specification of Operation of Electronic Banking Services](#) available on the ČSOB Website. The Bank is entitled to change the ELB Service operation according to the Bank's needs, and the Bank shall publish the changes in the document above at least one day prior to the commencement of the application of the changes. The Bank shall inform Clients and Authorised Persons of material or important changes in the operation of the ELB Service, preferably using messages or notifications under the ELB Service or email messages.
35. **Durable Medium** (Agreements and documents)—a separate section/tab (electronic mailbox or folder) within the ČSOB Platform designed for the delivery and storage of contractual documentation and other documents related to the contractual relationship between ČSOB and the Client/Account Holder.
36. **Account**—a current account, loan account, deposit account, savings account, etc., held with the Bank for the Client/Account Holder.
37. **ČSOB Website**— www.csob.sk.
38. **Device** — e.g., computer, laptop, tablet, mobile phone through which the Authorised Person uses the ELB Service with an Internet connection.
39. **Agreement**—is an agreement concluded between the Bank and the Client or between ČSOB Group Members and the Client, the subject matter of which is the provision of ELB Services and the rights and obligations of the Bank and the Client related to the use of the ELB Service or the management of Accounts and Products under the ELB Service. Each specific Account Holder's Account may be managed under only one Agreement; that is, an Account Holder's Account may not be managed by multiple Clients at the same time. The Agreement may include the definition/specification of Authorised Persons, the scope of their authorisations (Signature Rule, Rights Profile), and, where applicable, the definition of Limits for Authorised Persons.

Article 2

ELB Service Characteristics, Method and Operation Description, and Cut-Off Times

1. The Bank provides the ELB Service on the basis of the Power of Attorney (provided the Client manages the Accounts and Products of the Account Holder on the basis of a Power of Attorney), the Agreement and the

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contractual relationship between the Bank and the Authorised Person, the subject of which is the assignment of the Digital Identity; for the provision of the ELB Service, all concluded contractual relationships must be valid at the same time. The ELB Service shall be without prejudice to the terms and conditions and the content of the Product Agreement and the relevant product business terms and conditions for the Product, as well as the rights and obligations arising therefrom.

2. The ELB Service is available through the ČSOB BusinessBanking App or the ČSOB SmartBanking App. The Bank is entitled to change the type, scope, content, functions and features of the ELB Service due to changes in technical support/provision and also depending on the development and modernisation of the ELB Service. The Bank shall inform Clients and Authorised Persons of material or important changes in the use of the ELB Service, preferably using messages or notifications under the ELB Service or email messages. The Bank is also entitled to terminate the provision of the ELB Service with respect to selected Accounts and Products under the ELB Service.
3. The Client may use ELB Services via the ČSOB SmartBanking App only through an Authorised User to whom the Client has granted specific disposal authorisations for electronic transactions under the GBTC and the specific product business terms and conditions for the Account (hereinafter referred to as the “**Disposal Authorisations**”). Based on the granted Disposal Authorisations, the Authorised User is authorised to dispose of the funds in the Client’s Account and execute transactions within the scope of the Disposal Authorisations via the ČSOB SmartBanking App. The Authorised User therefore also has the status of an Authorised Person, but only for the ČSOB SmartBanking App, only to the extent of the granted Disposal Authorisations, and only for the specified Client’s Account. The Authorised User acts solely on behalf of the Client, in the Client’s name and for the Client’s account; no Rights Profile and/or Signature Rule and/or Signature Role is assigned to the Authorised User. Through the ČSOB SmartBanking App, the Authorised User also has access to selected services provided by the ČSOB Group Members and Partner Services on behalf of and for the account of the Client, as well as to related information.

Creating, changing and revoking the Disposal Authorisations for the Authorised User is possible by using the Bank’s designated form, the Account Agreement, or in the manner specified in the GBTC and in the specific product business terms and conditions for the Account. If the ELB Services Agreement is terminated by notice, by agreement, or in any other manner, the termination of the Agreement itself shall be without prejudice to the validity and duration of the Disposal Authorisations granted by the Client to the Authorised User; thus, the Authorised User shall remain authorised to act on behalf of the Client pursuant to the Disposal Authorisations via the ČSOB SmartBanking App even after the termination of the Agreement, until such time as the Disposal Authorisations themselves are duly revoked or amended in the manner specified in the preceding sentence. The scope of functionalities of the ČSOB SmartBanking App is listed directly within the app under “Settings”.

4. The Authorised Person logs into the ELB Service using the Security Instruments and Security Features. The Authorised Person authorises Instructions in accordance with the Signature Rules.
5. The Authorised Person executes transactions in accordance with the defined Signature Rules or Disposal Authorisations.
6. Requests and orders for payment operations/Electronic Operations/Instructions executed under the ELB Service are securely archived in electronic form at the Bank. The conditions and terms of archiving are regulated by generally binding legal regulations, in particular Act No. 483/2001 on Banks and on the supplementation of certain acts as amended.
7. All acts performed through the ELB Service shall be deemed to have been performed in writing.
8. Instructions from Authorised Persons through the ELB Service are accepted by the Bank essentially 24 hours a day, 7 days a week, i.e., 365 days a year.
9. The time limits for submitting payment orders electronically and the cut-off times are specified in the document “Cut-Off Times for Payment Transactions” (hereinafter referred to as the “**Cut-Off Times**”), which is available at the Bank’s business premises open to the public and on the ČSOB Website.
10. The Authorised Person is not entitled to revoke a payment order on the due date. A SEPA payment order with a future due date sent via ELB Services may be revoked via selected ELB Services no later than the day

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before its due date, in accordance with the provisions of the Cut-Off Times document. A SEPA payment order can be revoked:

- a. By selecting "Revoke" in the Payment Overview" section in the All Pending Payments section in the ČSOB BusinessBanking App;
- b. By selecting "Cancel Payment" in the "Account Transactions" section under "Pending Payments" in the ČSOB SmartBanking App.

Article 3

Services and Parameters Overview

1. In a special document Service Specification, the Bank shall publish a description of individual ELB Services, including information regarding provided payment services, means of communication and technical requirements for Client's or the Authorised Person's equipment, security instruments and method of use thereof, maximum spending limits, technical conditions for receipt of notifications of loss, theft, misuse or unauthorised use of means of payment, as well as other related information. The Bank publishes the current version of the Services and Parameters Overview on the ČSOB's Website and updates it from time to time, and it is also available at the Bank's branches.

Article 4

Rights, Obligations and Responsibility of the Client and the Authorised Person

1. The Account Holder, the Client and the Authorised Persons are obliged to familiarise themselves in detail with the following documents:
 - Terms and Conditions
 - Service Specification
 - Rules and documents related to the ELB Service listed on the Website of [ČSOB under Important Documents, Manuals and Software](#), including the document Electronic Banking Security, and to comply with the rules and procedures set out therein.

The Client is responsible for the conduct of each Authorised Person. The Client is obliged to ensure, and is responsible for ensuring, that the Authorised Person fulfils the obligations set forth in these Terms and Conditions. The Client is responsible for the settings of the ELB Service made through the Authorised Person with the Administrator Rights Profile or with another Rights Profile set subsequently by the Authorised Persons with the Administrator Rights Profile, who has been granted the above rights, and is also responsible for granting access to the Client's / Account Holder's documents containing information subject to banking secrecy, insurance confidentiality, or trade secret, and the Client's / Account Holder's and the Authorised Person's personal data.

2. The Authorised Person can have access to all information about the Accounts and Products to which the relevant ELB Service is provided. The Authorised Person may also be the holder of the payment card issued for the Account. Information to which the Authorised Person has access includes information about any blocking and the reason for it on the Account.
3. In particular, the Authorised Person must ensure that no other person becomes aware of the Security Features and Security Instruments used, must not disclose the Security Features and Security Instruments to any other person or record them in any easily recognisable form or store or carry them with the Means of Electronic Communication for the ELB Service (e.g., write the PIN for the token directly on the Device).

Once the Security Features and Security Instruments have been assigned, the Authorised Person is required to take all reasonable measures to ensure their protection. The following are considered reasonable measures:

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- a. Prevent any disclosure or access of Security Features and Security Instruments to or by other persons;
 - b. Not to write down the PIN (for the Identification Number) or passwords, and not to disclose them to any third party (including ČSOB employees);
 - c. Use a properly licensed antivirus and anti-spyware program with the latest updates;
 - d. Not to use public or unknown computers / networks;
 - e. After finishing work with the ELB service, it is necessary to log out properly.
4. In the event that the Authorised Person becomes aware:
- a. that its Security Features are known to any third party;
 - b. of a loss, misuse or theft of Security Features and Security Instruments or Means of Electronic Communication for the ELB Service;
 - c. of the execution of a transaction / operation / Instruction for which the Authorised Person has not given an order;
 - d. of errors or other inconsistencies in the maintenance of an Account or Product for which the ELB Service is established or available under the ELB Service;

the Authorised Person is obliged to immediately contact the Bank by telephone through the contact centre and request that the Security Instruments and Security Features be blocked. The Authorised Person may also immediately inform the Bank's client advisor (in person via the Bank's branch), who shall immediately block access to the ELB Service in agreement with the Authorised Person and agree with the Authorised Person on the next course of action. For technical reasons, the Bank does not provide the Authorised Person with proof that access to the ELB Services has been blocked during the same phone call; however, this telephone call is recorded for the purpose of verifying the time the incident was reported and its content.

5. The Client shall be fully liable for any financial loss or other damage incurred as a result of the loss, misuse, or theft of Security Features and Security Instruments or Means of Electronic Communication for the ELB Service until such time as the loss, misuse, or theft is reported to the Bank in accordance with these Terms and Conditions.
6. From the time the Authorised Person notifies the Bank of any loss, misuse, theft, error or other irregularity in accordance with the obligation set out in clauses 3 and 4 of Article IV of these Terms and Conditions, the Client shall have no further liability for any damage incurred due to the loss, misuse, or theft of its Security Features and Security Instruments or Means of Electronic Communication for the ELB Service unless the Client / Authorised Person / Account Holder themselves have acted fraudulently. At the same time, the Client (or the Authorised Person) is obliged to provide the Bank with maximum cooperation in the remedial measures proposed by the Bank. In the event that the Client or the Authorised Person does not accept the proposed measures, the Bank shall not be liable for any damage incurred by the Client / Account Holder.
7. The Client undertakes to have, or ensure that the Authorised person has, effective anti-virus protection installed as part of the software and that it performs regular anti-virus checks of the hardware device used to connect to the ELB Service.
8. The Bank is not responsible for non-functioning apps installed on the Device caused by a third party (e.g., another manufacturer's program, the Device infected with a virus, malfunction of the workstation hardware, etc.) or force majeure.
9. The Client is required to comply with, or ensure that the Authorised User complies with, the Bank's security guidelines for using the ELB Service via the ČSOB SmartBanking App, available on the [Bank's website](#) under Important Documents in the Manuals and Software section ([SmartBanking - ČSOB](#) in the Device Protection section), in particular, not to make unauthorised modifications to the mobile device's operating system for the purpose of gaining direct access to the mobile device's file system. To ensure the smooth use of the ELB Services, the Bank requires a mobile device running the Apple iOS or Google Android operating system with online access, unless the Service Specification provides otherwise. The Authorised Person (Authorised User) is obliged to use only mobile devices on which no jailbreak or root modifications have been made to operate

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the ČSOB SmartBanking App and the ČSOB SmartToken App; furthermore, the Authorised Person must not use software or other modifications that interfere with or block the detection of jailbreak/root on the mobile device.

Article 5

Bank's Rights, Obligations and Responsibility

1. The Bank transfers selected Means of Electronic Communication for the ELB Service, Security Features and Security Instruments for the ELB Service only to the relevant Authorised Person.
2. The Bank shall take all necessary measures to stop or restrict further use of the ELB Service, including in the event that the Authorised Person has committed gross negligence or fraudulent conduct, upon notification of the facts pursuant to clauses 3 and 4 of Article IV of these Terms and Conditions.
3. The Bank shall be liable for:
 - a. Failure to execute a transaction / operation or incorrect execution of a transaction / operation that the Client has the right to execute correctly;
 - b. Transactions / operations made without the Authorised Person's Instructions. The Bank's liability shall not apply in the event that the Client or the Authorised Person acts in breach of these Terms and Conditions, in particular in breach of the obligations under Article IV of these Terms and Conditions;

however, this does not apply if the Bank proves that the Client or the Authorised Person has breached its obligations set out in these Terms and Conditions. For the avoidance of doubt, with respect to transactions / operations relating to the Account, the Bank's liability is also governed by the relevant product business terms and conditions for the Account.

4. Within the framework of electronic communication through the ELB Service, the Bank accepts only complete data and data that comply with the prescribed formats and are authenticated or authorised by an Authorised Person through Security Instruments and Security Features depending on the selected app. The Bank shall not be liable for damage resulting from incomplete or unauthorised Instructions. The Bank shall be entitled not to carry out or to refuse to carry out Instructions in other cases which make it impossible to carry out an Instruction / operation or transaction within the meaning of these Terms and Conditions, GBTC or other contractually agreed terms and conditions relating to the provision of ČSOB Services or Products, in the event of insufficient funds in the Accounts against which Instructions are to be carried out, as well as in the event of blocking of the Accounts, etc.
5. The Bank shall not be liable for any damage resulting from erroneous or duplicate data (transactions / operations) submitted to the Bank via the ELB Service, only if the damage was caused by a breach of duty on the part of the Bank.
6. The Bank shall not be liable for failure to carry out a transaction / operation, or for inability to use or unavailability of the ELB Service caused directly or indirectly by causes beyond the control of the Bank or its partners (e.g., interruption of electricity supply, interruption of connection with the Bank via the public network, the Internet, strike, etc.), nor for the damage so caused, unless the inability to use the ELB Service was not caused by circumstances precluding liability.
7. If the Bank determines that the actions of an Authorised Person, Client or Account Holder are in breach of the GBTC or these Terms and Conditions, the Bank shall be entitled to terminate the contractual relationship with them immediately.
8. The Bank is entitled to charge fees for the use of the ELB Service in the amount according to the applicable Price List, and the Bank shall debit such fees from the Account to which they relate. All fees and their amounts that shall be charged to the Account Holder / Client in connection with the use of the ELB Service are set out in the relevant Price List. When applying fees, the section of the Price List that applies to ELB Services and/or the relevant type of Account/Product shall apply. The valid Price List is available at the Bank's business premises open to the public and on the ČSOB Website.

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9. The Bank is entitled to block the Client's or Authorised Person's access to the ELB Service:
- For reasons relating to the security of the ELB Service or means of payment or
 - For reasons of suspected non-authenticated, unauthorised or fraudulent use of the ELB Service or the means of payment; or
 - If such an obligation arises for the Bank from a generally binding legal regulation; or
 - If the Authorised Person's identity cannot be fully verified due to the withdrawal of consent to the processing of biometric data.

The Bank shall inform the Client or the Authorised Person of the blocking of the ELB Service and the reason for it and of the further course of action, if possible, without delay. In the event of blocking of the Identification Number, if the relevant Client or Authorised Person wish to continue to use the ELB Service, the Client or Authorised Person shall be obliged to appear in person at any branch of the Bank and consent in writing to the change of the Identification Number. Any change to the Authorised Person's Identification Number shall not affect the validity of the Agreement with the Client. The Authorised Person is obliged to inform the Client about the change of the IPPID. If the Bank considers that the blocking of the Identification Number is unjustified and not necessary to protect the rights of the Client/Authorised Person in using the ELB Service, the Bank has the right to unilaterally cancel the blocking of the Client's/Authorised Person's access to the ELB Service, even without the Client's/Authorised Person's consent.

10. The ELB Service is provided via public communication lines, i.e., via the Internet. The Bank is not responsible for the security of communication lines and therefore cannot control the fact if the Client/Account Holder suffers damage due to misuse of transmitted messages by unauthorised actions of third parties.

In exceptional cases, the Bank is entitled to postpone the application of the relevant exchange rate until the issue of the standard exchange rate ticket valid for the following banking day.

11. The Bank reserves the right to suspend the provision of ELB Service, including payment services. In cases where such an interruption in the provision of ELB Service can be scheduled, the Bank shall provide appropriate notice of such a scheduled interruption of ELB Service.
12. The Bank may notify the Authorised Person via the ELB Services of the balances in the Client's/Account Holder's Accounts and of completed transactions. The Client or the Authorised Person are required to preliminarily verify whether the settlement statements correspond to the payment orders submitted and whether the submitted payment orders were executed or refused by the Bank. They are obliged to notify the Bank without undue delay of any errors found in the settlement or other discrepancies.
13. Information and documents sent by the Bank to the Client via the ELB Services shall be deemed to have been delivered to the Client or the Account Holder (if the Client manages the Account Holder's Accounts and Products based on a Power of Attorney) on the date they were made available to an Authorised Person on a Durable Medium in the ČSOB BusinessBanking App or the ČSOB SmartBanking App and thus became available to the Client.
14. In light of technical and business developments, the Bank is entitled to unilaterally modify the scope of ELB Services, add new applications and features, and discontinue inactive apps or modify their functionality. The Bank is entitled, in order to ensure the highest level of security for ELB Services, to discontinue the use of Security Features or Security Instruments or modify their settings if, due to causes beyond the Bank's control, there is a risk of a decline in their security level, provided that the Authorised Person is notified in advance. The change is possible even without the Bank stating the reason for the change.
15. The Bank shall block the Authorised Person's Identification Number (IPPID) or the use of the ČSOB Smart Token App, thereby preventing the Authorised Person from accessing the ELB Services in the cases specified in the Service Specification or if incorrect authentication, authorisation, or activation data is entered repeatedly to the extent specified in the Service Specification.
16. The Authorised Person may request that their access or authentication/authorisation code be unblocked in person at a branch or by phone, provided they can authenticate themselves. The Bank may refuse a telephone request if it processed the most recent request to unblock the Identification Number (IPPID) or

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authentication/authorisation code on the day (D) or the preceding business day (D-1) following the current telephone request for unblocking.

17. The Bank reserves the right to decide on the use of the Authorised Person's strong authentication elements (i.e., at least two-factor authentication, SCA—Strong Customer Authentication), namely the IPPID, PIN, and authentication code generated by the relevant authorisation and authentication device that the Authorised Person currently has assigned and activated for the ELB Services.

Article 6

Account Statements

1. If it is agreed between the Client or the Account Holder and the Bank in the Account Agreement or other contractual document to make the Account statement available only electronically and the electronic Account statement is made available through the ELB Service, then the details of the electronic Account statement set out in the Account Agreement or other contractual document may not be consistent with the details set out in the Client's request.

Article 7

Final Provisions

1. The Bank is entitled to unilaterally change the contractual relationship concerning the provision of the ELB Service and these Terms and Conditions. On the date of their proposed effectiveness, the changes become binding on the concluded contractual relationship as a change to its originally agreed terms. The change is possible even without the Bank stating the reason for the change. The Bank shall inform the Account Holder/Client about the change of the Terms and Conditions and their effectiveness by publishing these documents at the Bank's business premises open to the public, on the ČSOB Website and by a special written notice sent no later than one month prior to the proposed effective date of the relevant change, unless a generally binding legal regulation in force in the Slovak Republic specifies a different, shorter or longer period of time. Written notification of the Account Holder/Client is also deemed to be information in the Account statement. The Bank may amend the Terms and Conditions in favour of the Client; such amendments do not require the Bank to send a notice of change within the time period specified in this clause. The Bank generally informs the Client of such changes in advance, prior to their implementation. Section 32 of Act No. 492/2009 on Payment Services does not apply to the amendment of these Terms and Conditions.
2. The Bank and the Client agree that all legal relations related to the submission and handling of the Client's claims and complaints regarding the ELB Service shall be governed by the Bank's Complaints Rules, which is available at the Bank's business premises open to the public and on the ČSOB Website.
3. ČSOB processes personal data for the purpose of providing ELB Services in accordance with these Terms and Conditions. Information regarding the processing of personal data is specifically outlined in the document [Privacy Policy for ČSOB Mobile Apps](#) and generally in the document [Privacy Policy](#) available on the ČSOB Website. Both documents should be read together.
4. The Bank and the Client agree that the Client is responsible for making the Authorised Person aware of these Terms and Conditions.
5. The use of ELB Service is equivalent to written communication. ELB Services are provided in Slovak. The Bank is authorised to provide selected ELB Services or their individual features in English as well.
6. The mutual rights and obligations of the Bank and the Account Holder/Client/Authorised Person which are not provided for in the agreement concerning the provision of the ELB Service or these Terms and Conditions shall be governed by the GBTC.
7. These Terms and Conditions replace the currently valid Terms and Conditions for the Provision of ČSOB Electronic Banking Services and the currently valid Terms and Conditions for the Provision of ČSOB BusinessBanking Lite Service in relation to the Client/Account Holder/Authorised Person who are

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entrepreneurs or legal entities and have used the services according to the aforementioned Terms and Conditions. At the same time, those Clients/Account Holders/Authorised Person who did not have the ČSOB SmartBanking App set up under the relevant agreement with the Bank on the date these Terms and Conditions became effective for them may be granted access to the ČSOB SmartBanking App by these Terms and Conditions. Access passwords and IPPIDs are identical to those used for the BusinessBanking Lite and/or Moja ČSOB service, for which they have concluded the respective agreement with the Bank.

These Terms and Conditions for the Account Holder/Client/Authorised Person registered in the New Banking Information System shall take effect on 6 June 2026, and shall amend and replace the Terms and Conditions dated 31 January 2025.

For the Account Holder/Client/Authorised Person whose Banking Products (including related services) were originally provided through the Original ČSOB Banking Information System, these Terms and Conditions shall become effective on the date of transfer of such Banking Products to the New ČSOB Banking Information System (hereinafter referred to as the "Transfer Date"). The exact Transfer Day shall be communicated in writing in advance.

For the Account Holder/Client/Authorised Person who will not be migrated to ČSOB's New Banking Information System, these terms shall take effect on the date when the BusinessBanking Lite and/or Moja ČSOB services are replaced by the new ČSOB BusinessBanking App; they shall be notified of this date in writing in advance.