

# THE TERMS AND CONDITIONS FOR PROVISION OF THE ČSOB BUSINESSBANKING LITE SERVICE



This translation of the Terms and Conditions for Provision of the ČSOB BusinessBanking Lite Service from Slovak to English language is for information purposes only and does not represent a binding version.

## Definitions and terms

1. The Terms and Conditions for Provision of the ČSOB BusinessBanking Lite Service (hereinafter referred to as the “Terms and Conditions”) have been issued by Československá obchodná banka a.s., registered office Žižkova 11, 811 02 Bratislava, entered in the Commercial Register Bratislava I, section Sa, file no.: 4314/B, corporate registration no.: 36 854 140 (hereinafter referred to as the “Bank”) in accordance with and on the basis of the current General Business Conditions of ČSOB (hereinafter referred to as the “GBC”). The ČSOB BusinessBanking Lite Service (hereinafter referred to as the “Service”) allows Clients to access selected products and services of the Bank. Use of the Service is equivalent to written communications.
2. In these Terms and Conditions the Client shall refer to the following:
  - a) Account Holder - a natural person licensed for commercial activity (hereinafter referred to as the “sole trader”) or a legal entity having a current account, credit account, deposit account, savings account, etc. (hereinafter referred to as the “Account”) administered by the Bank, and also having a fee account assigned. The Account Holder shall conclude the Contract for Provision of the ČSOB BusinessBanking Lite Service (hereinafter referred to as the “Contract”) with the Bank authorising the Installation Owner - a sole trader or legal entity which is authorised to make use of the Service and to dispose of funds on the Account Holder’s account through the Authorised Persons, while at the same time in an Schedule to the Contract the Account Holder defines Limits for transaction for the Installation Owner.
  - b) Installation Owner - a sole trader or legal entity who concludes the Contract for Use of the ČSOB BusinessBanking Lite Service (hereinafter referred to as the “Contract for Use of Service”), where the Installation Owner will list the Authorised Persons, authorised to use the Service and dispose of funds on the accounts of the Account Holder, while at the same time in an Schedule to the Contract for Use of Service the Installation Owner defines Limits for transaction for the Authorised Persons for disposing of funds. A condition for the conclusion of the Contract for Use of Service is authorisation granted to the Installation Owner to make use of the Service and dispose of the funds in the Account Holder’s accounts in at least one Contract concluded between the Account Holder and the Bank. The Installation Owner may be authorised to make use of the Service and dispose of funds on the accounts of multiple Accounts Holders.
  - c) Authorised Person - a natural person who has concluded an Agreement on activation of the ČSOB Electronic banking services (hereinafter referred to as the “Agreement”) with the Bank and whom the Installation Owner has named in the Contract for Use of Service as the Authorised Person to use the Services and dispose of funds on the Account Holder’s accounts using the Service. The Authorised Person may be named in multiple Contracts for Use of Service between the Bank and the Installation Owner and may have the right to dispose of funds on the accounts of multiple Accounts Holders. The Authorised Person also has access to all information on the accounts which the relevant Service is provided for. (The Authorised Person can also be the holder of a payment card issued for the Account Holder’s account.) Information that can be accessed by the Authorised Person shall mean also information about possible account blockage and reasons for that on the Account Holder’s account.
3. Identification shall mean verification of the Client’s identity before accessing the Service (e.g. to enter the Identification number), which is followed by authentication.
4. Authentication shall mean verification of the Authorised Person’s identity.
5. Authorisation shall refer to a confirmation of the Authorised Person’s will to execute the Instruction.

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6. Identification number (hereinafter referred to as the “IPPID”) is an eight-figure number that uniquely identifies a given Authorised Person. The number is assigned to the Authorised Person at the conclusion of the Agreement.
7. Contract shall refer to the Contract for Provision of the ČSOB BusinessBanking Lite Service, concluded between the Bank and the Account Holder.
8. Contract for Use of Service shall refer to the Contract for Use of the ČSOB BusinessBanking Lite Service, concluded between the Bank and the Installation Owner.
9. The Installation Owner Number is a number of up to eight digits that uniquely identifies a given Installation Owner. This number is automatically assigned to the Installation Owner at the conclusion of the Contract for Use of Service.
10. Agreement shall refer to the Agreement on Activation of the ČSOB Electronic banking services concluded between the Bank and the Authorised Person.
11. These Terms and Conditions refer to the following means of communication as regards the Service:
  - a) The Chip card - a plastic card with an electronic chip that securely stores and generates a private key for the electronic signature (certificate). The Chip card is part of an envelope containing the PIN code (for the Chip card) and information on the use of the Chip card;
  - b) The Chip card reader - a device that allows communication between a computer and the Chip card;
  - c) The Token DP770 - the hardware device that generates one-time numeric codes with limited time validity when activating operations, and the Bank will hand over the Token DP770 to the Authorised Person upon the signing of the Agreement. The Serial Number of the Token DP770 the Bank records under the IPPID of the Authorised Person. The Authorised Person will activate the Token DP770 itself via the BusinessBanking 24 application. The device is used to authorise payments and other active transaction;
  - d) PC - a personal computer.
12. In the Service the following security features are used:
  - a) (Chip card) PIN - a code of four to eight digits that allows the Authorised Person to make use of the Chip card. A (Chip card) PIN is generated individually for each Chip card and the Authorised Person receives it together with the Chip card (hereinafter referred to as the “(Chip card) PIN”). The Authorised Person may change the (Chip card) PIN at any time;
  - b) (Chip card) PUK - a numerical code assigned to the Authorised Person to allow them to unblock the (Chip card) PIN (hereinafter referred to as the “(Chip card) PUK”);
  - c) PIN to the Token DP770 (4-8 digit number), PIN is chosen by the Authorised Person after the first turning on the Token;
  - d) PIN (to the Identification number) (hereinafter referred to as the "PIN") -by the system automatically generated 5-digit number which in combination with the IPPID, is used to Authenticate the identity of the Authorised Person;
  - e) The Authorisation code – one-time numerical code with limited time validity for authorisation of active operations by the Authorised Person for selected services, which is generated by the Token DP770.
13. Instruction shall refer to (hereinafter referred to as the “Instruction”):
  - a) an instruction from the Authorised Person to the Bank submitted by means of the Service to carry out a payment transaction (hereinafter referred to as the “transaction”) according to the applicable GBC, or make use of products and services provided by the Bank from the current product and service range published on the official website of the Bank [www.csob.sk](http://www.csob.sk) (hereinafter referred to as the “[www.csob.sk](http://www.csob.sk)”),
  - b) an instruction to the Bank from the Account Holder who is also the Authorised Person to make use of the Service to issue an instruction to invest in selected mutual funds or selected foreign collective investment entities in accordance with the General Investment Agreement concluded between the Account Holder and the Bank (hereinafter referred to as the “General Investment Agreement”),

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- c) an instruction of the Authorised Person for the use of the Service to make changes to information, or to define new information and parameters for a payment card in accordance with the applicable terms and conditions for the given payment card published on [www.csob.sk](http://www.csob.sk),
- d) an instruction of the Authorised Person delivered to the Bank through the Service for the purpose of performance of changes in selected parameters of the contract on Deposit Account (such as a change of automatic renewal in a term deposit) in accordance with the applicable business terms and conditions for the given account, published on [www.csob.sk/dolezite-dokumenty/obchodne-a-poistne-podmienky](http://www.csob.sk/dolezite-dokumenty/obchodne-a-poistne-podmienky),
- e) an instruction of the Account Owner, who is concurrently an Authorised Person, delivered to the Bank through the Service for the purpose of making changes in selected parameters of the contract on deposit account or contract on current account (such as a change in the language settings for bank statements for viewing) in accordance with the applicable business terms and conditions for the given account, published on [www.csob.sk](http://www.csob.sk),
- f) an instruction of the Installation Owner delivered to the Bank in person at a branch for the purpose of making changes in selected parameters of the Account Holder's accounts that the Account Holder has made accessible to the Installation Owner for disposing of funds (such as a change in the language settings, change in the frequency of bank statements for viewing, change in the frequency and types of bank statement formats for accounting) in accordance with the applicable business terms and conditions for the given account, published on [www.csob.sk](http://www.csob.sk).

## Service characteristics

14. The Service shall be provided on the basis of:
  - the Contract concluded in writing between the Bank and the Account Holder, in which the Account Holder shall indicate one or more Installation Owners, authorised to use the Service and dispose of funds on the Account Holder's accounts through the Authorised Persons, and concurrently;
  - the Contract for Use of Service concluded in writing between the Bank and the Installation Owner, in which the Installation Owner indicates the Authorised Persons authorised to make use of the Service and dispose of funds on the accounts of the Account Holder, and concurrently;
  - the Agreement concluded in writing between the Bank and the Authorised Person.
15. Provision of the Service shall be subject to the existing fee account administered by the Bank that belongs to the Account Holder, and is to be used for settlement of the Service related fees. The Service fees shall be borne solely by the Account Holder.
16. The Authorised Person shall use the Services with the specification given in the Agreement.
17. Service also includes the use of the additional service ČSOB Info 24 (automatic sending of information selected by the Authorised Person via the ČSOB BusinessBanking 24 application). The ČSOB Info 24 Service allows for sending information via SMS to a (cell) phone number or via e-mail messages. If the Client requires bank statements in electronic form to his e-mail address, this service is subject to setting of sending electronic bank statements to the ČSOB BusinessBanking 24 application by the Bank. Subsequently, the Authorised Person arranges the sending of account statements to the e-mail address via the settings in the application; the Bank requires that a password is entered for account statement encryption.
18. Since 1 May 2015 the Service is available only in the BusinessBanking Lite variant, while at the same time there are the following types of the Service:
  - a) ČSOB BusinessBanking Lite with electronic signature: a Chip card is assigned to the Authorised Person and the latter may perform active operations - make Instructions (e.g. both submit and authorise Instructions submitted by the Authorised Person themselves, or only authorise the already submitted Instruction by the Chip card that has been submitted by the Authorised Person without the Chip card or without the Token DP770, or to additionally sign

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the Instruction submitted by the Authorised Person with whom the Instruction is being made in pairs);

- b) ČSOB BusinessBanking Lite with the Token DP770: The Bank will hand over the Token DP770 to the Authorised Person. The Authorised Person logs in to the CSOB BusinessBanking 24 application with the IPPID and PIN and simultaneously after the Token DP770 activation can perform active operations - authorise them by the Token DP770 - make Instructions (e.g. both submit and authorise Instructions by the Token DP770 submitted by the Authorised Person themselves, or only authorise the already submitted Instruction by Token DP770 that has been submitted by the Authorised Person without the Chip card or without the Token DP770, or to additionally sign the Instruction submitted by the Authorised Person with whom the Instruction is being made in pairs);
  - c) ČSOB BusinessBanking Lite with a passive access - the Authorised Person is not assigned with the Chip card/ the Token DP770 and cannot perform any active operations – Instructions, only information on the Account Holder's accounts is available, Instructions may be submitted but cannot be authorised independently and without the authorisation from the side of the Authorised Person holding a Chip card or the Token DP770 the submitted Instruction is not executed.
19. The Service uses the following types of limits (transaction limits):
- a) Main limit - can be in the range 0 to any amount. This limit is determined by the Account Holder when granting authorisations to the Installation Owner for disposing of funds on the accounts. The main limit is stated in the schedule to the Contract.
  - b) The Authorised Person's (or a pair of Authorised Persons') limit - can be in the range 0 to any amount. This limit for transaction is set by the Installation Owner for the specific Authorised Person, or a pair of the Authorised Persons. The Authorised Person's limit is set in the schedule to the Contract for Use of Service. If the Authorised Person's limit exceeds the main limit, the lower of the two limits for transactions applies.
20. The transactions between the accounts of a single Account Holder, held at the Bank and sent via the Service, are not subject to the limit control pursuant to point 19 above.
21. The Service is provided in Slovak and English language. The Authorised Person sets the language when logging on to the application.

## Technical requirements

22. ČSOB BusinessBanking Lite Service is a modern electronic banking service providing the benefits of communication with the Bank in real time (on-line). The manual for the Service is a part of Help, included in the ČSOB BusinessBanking 24 application via which the Client performs the Service.
23. The Authorised Person uses the ČSOB BusinessBanking Lite Services available on [www.csob.sk](http://www.csob.sk). The Bank is entitled to change manuals depending on the development and modernisation of the Service.
24. The Client undertakes to have effective antivirus software installed to carry out regular antivirus checks of the personal computer on which the Service is used.
25. The Bank shall not accept responsibility for non-functionality of applications installed on the Client's computer caused by third party errors (e.g. programs from other manufacturers, virus infection of the computer, hardware failure in the workstation and the like) or force majeure.

## Identification and authentication of the Authorised Person / Authorisation of instructions

26. The Authorised Person for the Service:
- a) with a passive access:
    - is identified by the Bank by the Identification number and authenticated by means of the PIN to the IPPID;
  - b) with an active access with the electronic signature:

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- is identified by the Bank by the certificate (I.CA), which is stored on the Chip card and authenticated by means of the (Chip card) PIN. The certificate is accessed by entering the (Chip card) PIN, which the Authorised Person receives together with the Chip card;
- c) with the active access with the Token DP770:
- is identified by the Bank by the Identification number and authenticated by means of the PIN to the IPPID;
  - upon initial activation of the Token DP770, the Authorised Person is required to enter the PIN to the IPPID and PIN to the Token DP770.

On the first login to the Service using the initial PIN that the Authorised Person received from the Bank for the 8-character IPPID (i.e. this does not concern the PIN freshly generated at the Bank at the Authorised Person's request), the Authorised Person is required to change the PIN in accordance with the rules as referred to on [www.csob.sk](http://www.csob.sk). Due to security rules regarding the provision of the Services, the Bank is entitled in justified cases to request that the Client change their PIN within the period set by the Bank.

27. In the case of the Service with the electronic signature (the active access) - the individual Instructions are authorised by the electronic signature generated using the Chip card, which is protected by the (Chip card) PIN. For Service with the Token DP770 (the active access), which is protected by the PIN to Token DP770, each Instruction is authorised by QR codes scanned by the Token DP770 and confirmed by the Authorised Person using the Authorisation code.
28. In the case of the Service with the passive access, the Authorised Person has five attempts to authenticate their identity by means of a PIN to the IPPID. After the fifth consecutive unsuccessful attempt, the Authorised Person's access to the Service will be blocked (and also to other ČSOB Electronic banking services where identity is authenticated by the same Identification number and PIN). In order to unblock access the Authorised Person is required to visit a branch of the Bank in person, or to authorise in writing a representative to do so in accordance with the applicable provisions of the GBC. Provided that the Authorised Person makes use of the ČSOB Linka 24 Service, on the basis of a signed Agreement, the unblocking of the Identification number may be performed on the basis of Authentication via the ČSOB Linka 24 Service, by choosing EB Helpdesk (automated voice-operated service system) and the Client advisor service (communication with specially trained workers by telephone), available on the telephone number 0850 111 777 from the SR, or +421 2 5966 8844 from abroad, which the Client may choose through the automated voice-operated service. All calls made in the framework of the ČSOB Linka 24 Service are recorded. The Authorised Person is not allowed to use the ČSOB Linka 24 Service unless they consent to the recording of a call. The Bank rejects a telephone request of the Client as the Authorised Person to unblock the IPPID, if the Bank has made the last request of the Client for unblocking the IPPID on the day (D) or the previous business day (D-1) after the current request of the Client to unblock the IPPID and recommends the Client a personal visit of any branch of the Bank, in which the Bank unblocks the IPPID.
29. In the case of the Service with an active access and with the electronic signature, if the Authorised Person repeatedly and consecutively enters three times a wrong (Chip card) PIN (this information is a part of the Chip card), access to this Service (or the Chip card) will be blocked. The Chip card can be unblocked using the PUK code for the Chip card. After successful entry of the PUK, the relevant Authorised Person will be required to enter a new PIN for the Chip card. If an incorrect PUK is entered five consecutive times, the card will be blocked and it will not be possible to unblock it.

For the Service with active access by the Token DP770, if the Authorised Person enters the wrong PIN (for the Token DP770) repeatedly five times, device - the Token DP770 will be blocked. If the Authorised Person 5x incorrectly overwrites the authorisation code from the Token DP770 to the Order Form in BusinessBanking 24 application, payment authorisation is blocked for the Token DP770. If the Authorised Person uses the ČSOB Linka 24 Service on the basis of a signed Agreement, the unblocking of the Token DP770 may be performed on the basis of

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Authentication via the ČSOB Linka 24 Service via the Helpdesk EB option. All phone calls made via the ČSOB Linka 24 Service are recorded. If the Authorised Person does not use the ČSOB Linka 24 Service, they have to visit a branch of the Bank or contact Helpdesk EB by phone to unblock the Token DP770. If the Authorised Person does not use the ČSOB Linka 24 service, they must select option 2 - Electronic banking and ON-LINE service of ČSOB in the menu of the automatic voice system and then they must select option 2, where he will be connected to the service provider who will ask the Authorised person for alternative verification before the Token DP770 unlocking her identity or Authorised Person must come to unblock the Token DP770 at the branch. The unblocking process can be repeated for a maximum of three times for the entire duration of the Token DP770, then the Token is permanently locked and it is necessary to personally visit the branch and ask for a new Token DP770.

## Rights, obligations and responsibilities of the Client

30. The Account Holder, Installation Owner and Authorised Person are required to familiarise themselves in detail with the Terms and Conditions and comply with them. They are further required to familiarise themselves with the relevant manuals for the Service and adhere to the procedures that they contain. The Authorised Person must not disclose the security information to another person or record it in an easily distinguishable form or store or carry it together with the equipment for communication with the Services (e.g. by writing the PIN for the Chip card on the Chip card or PIN for the Token DP770 on the device).

31. If the Authorised Person becomes aware:

- a) that a third (unauthorised) party knows their security information;
- b) of the loss or theft of the security information or equipment for communication with the Service (e.g. the Chip card, the Token DP770);
- c) of the execution of operations for which the Authorised Person did not give an instruction;
- d) errors or other discrepancies in the management of the account for which the Service have been established,

the Authorised Person is required to immediately inform a Client advisor of the Bank of this matter (in person at a branch) who, with the Client's agreement, will block access to the Service and agree further measures to be taken.

The Service with a passive access may be blocked by telephone only if the Authorised Person also uses the ČSOB Linka 24 Service on the basis of the Agreement concluded between the Authorised Person and the Bank. Subsequently the Authorised Person may block the access to the services via the Identification number, by telephone through the Client Advisor, on the telephone number for the ČSOB Linka 24 Service, by choosing the EB Helpdesk, which, following the agreement of the Authorised Person, will immediately block the access to the Service as well as to the ČSOB Electronic banking services, and will agree on the further steps to be taken. The Bank will not provide the Authorised Person with proof that access to the Services has been blocked in the same telephone call.

32. In the event of the loss or theft the certificate: In addition to the options listed in point 31 of these Terms and Conditions, the Client may also invalidate or block the used certificate. Invalidation must be understood as a certain process whose result is the addition of the certificate to the list of invalid certificates. The Bank updates its list of invalid certificates as soon as I.CA publishes a new one. The Client shall take note that there may be a period of up to 24 hours from submission of a request for invalidation of the certificate by the Client before I.CA updates the list of invalidated certificates. After that, third parties decide for themselves how often or if at all they will update their list of invalidated certificates and take the invalidation of certificates into consideration. The Authorised Person may carry out invalidation on their own, using the website <http://ica.cz/Zneplatnit-certifikat>, by entering the number of the certificate and the invalidation password given in the certificate request. The Client may also ask the Bank to invalidate the certificate. The Client can invalidate the certificate on the Chip card via the Helpdesk EB option

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if the Chip card does not want to use as an authentication and authorisation element. The Client shall take note that invalidation of the certificate is an irreversible process and that use of the certificate in the Service will not be valid.

The blocking of a certificate is a reversible process. It is a setting that takes effect immediately, making the certificate unusable in the Services. Blocking can be carried out by telephone by choosing the EB Helpdesk in the ČSOB Linka 24 Service, if it has been activated by the Authorised Person. The client is authorised to block and unblock the certificate on the Chip card via the Helpdesk EB, in the event of a suspected chip card loss.

If it is suspected that both the certificate and the (Chip card) PIN have been stolen, the Client must request both the invalidation and blocking of the certificate immediately. Should the Client request invalidation but omit to request certificate's blocking, the Bank is entitled to request certificate's blocking on the Client's behalf.

If the certificate is blocked (without its invalidation), it can be subsequently unblocked. The unblocking of the certificate requires that the Authorised Person visit a branch of the Bank in person or authorise another person to do so in accordance with the applicable provisions of the GBC.

The Client takes note that in the event of the loss or theft of the certificate, it is for them to decide and consider whether to have the certificate invalidated or blocked or both. The Bank shall not be liable for abuse of the certificate for purposes outside the Bank transaction systems or failure to comply with the deadlines set in these Terms and Conditions on the side of the Client.

33. If the Authorised Person forgets his/her security information:
  - a) (Chip card) PIN - a new (Chip card) PIN can be set by using the (Chip card) PUK;
  - b) (Chip card) PIN and (Chip card) PUK - the Authorised Person is required to visit the branch of the Bank and request the issue of a new Chip card with a new (Chip card) PIN and (Chip card) PUK;
  - c) (Identification number) PIN - the Authorised Person is required to visit the branch of the Bank and request the issuing of a new (Identification number) PIN;
  - d) PIN (to the Token DP770) - is necessary contact the Client advisor via Helpdesk EB option by phone.
34. The Client shall be fully liable for financial losses or other damage resulting from the loss or theft of security information or equipment for communication with the Service (e.g. the loss of the Chip card or the Token DP770) until the moment when such a loss or theft is reported to the Bank pursuant to these Terms and Conditions.
35. From the moment of the Authorised Person's notification of the Bank of the loss, theft, error or other discrepancy in accordance with the obligation given in points 30 - 32, the Client shall bear no liability for damages resulting from the loss of theft of their security information or equipment for communication with the Services, except in cases where the Client has acted fraudulently. The Authorised Person must also provide the Bank with all possible cooperation in corrective measures that the Bank may propose. If the Authorised Person does not accept the proposed measures, the Bank shall not be liable for any damage that the Client incurs thereby.
36. The Bank is entitled to debit the amount for topping up a mobile phone's balance from the Account Holder's account in favour of mobile phone operators in the case of an instruction from the Account Holder to top up a mobile phone's balance and in the case of a payment made by means of the Payment Button on a Virtual Shopping website, and this also in the case when in the period between the submission of the instruction and the actual debiting of the amount from the Account Holder's account there are not sufficient funds in the account resulting in the unauthorised overdraft which is subject to the rights of the Bank pursuant to the GBC and the Table of Charges.
37. Output information (a confirmation on payment order accepted by the Bank, Info messages) concerning the Instruction will be provided at the Client's request to the contact details, which may be changed unilaterally by the Client by means of certain Services (or at the Bank branch).

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## Rights, obligations and responsibilities of the Bank

38. The Bank will hand over the selected equipment for communication for the Service (e.g. the Chip card or the Token DP770) and the security features for the Service only to the Authorised Person.
39. On receiving a report of matters as specified in point 30 - 32 the Bank will take all measures necessary to prevent further use of the Service even in cases where the Authorised Person has committed gross negligence or fraud.
40. The Bank shall be liable for:
  - a) the non-execution of a transaction or the incorrect execution of a transaction that the Client is entitled to request,
  - b) the transactions executed without the Instruction of the Client. The Bank shall not be liable in the event that the Client contravenes the provisions of these Terms and Conditions, namely the Client's obligations under points 30 to 37.
41. In the cases stated in point 40, the Bank shall proceed in accordance with the current GBC.
42. The provisions of point 40 shall not apply if the Bank shows that the Authorised Person has breached the obligations given in these Terms and Conditions.
43. In electronic communications via the Service, the Bank will accept only data/information that is complete, satisfies the prescribed format, and is authorised by the Authorised Person's electronic signature on the Chip card or by Token DP770. The Bank shall not be liable for damage resulting from incomplete or unauthorised Instructions that are not executed. The Bank is entitled not to execute or to refuse to execute Instructions in other circumstances that prevent the execution of the operation or other transactions under these Terms and Conditions, the GBC or other contractually agreed terms and conditions relating to the provision of the Bank's other products and services, where there are insufficient funds on the Account Holder's accounts that are to be debited in the case of the Instruction, as well as in the case where the Account Holder's account is blocked, etc.
44. The Bank shall not be liable for any damages incurred as a result of the submission of incorrect or duplicate data (transactions) to the Bank via the Service, unless the damage was caused a breach of obligations by the Bank.
45. The Bank shall not be liable for the non-execution of a transaction or where it is impossible to use or access the Service due to direct or indirect causes outside the influence of the Bank or its partners (e.g. interruptions in electricity supply, interruptions in the connection to the Bank via the public Internet, strikes etc.), or for damage caused thereby, unless the inability to use the Service has not been caused by force majeure.
46. If the Bank determines that the actions of the Authorised Person contravene the GBC or these Terms and Conditions, it may immediately withdraw from the Agreement concluded with the Authorised Person.
47. If the Bank determines that the actions of the Account Holder or the Installation Owner contravene the GBC or these Terms and Conditions, it may immediately withdraw from the relevant Contract/Contract for Use of the Service.
48. The Bank is entitled to charge fees for the use of the Service in the amount according to the Bank's applicable Table of Charges to the detriment of the fee account of the Account Holder (the fee account is indicated in the schedule to the Contract) with the exception of:
  - the fees for sending "Additional Information" provided as part of the ČSOB Info 24 Service;
  - fees for the renewal of certificates for the electronic signature for the Service,which will be debited from the account designated by the Authorised Person, which may be the Authorised Person's or Account Holder's account.

The fees for the issuing of a new Token DP770 is charged to the fee account of the Account Holder (the fee account is indicated in the Annex to the Contract).

The fees within the ČSOB Info 24 Service for sending information regarding the "Payment card transactions" shall be debited to that Account Holder's account which the payment card was issued for.



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49. All types and costs of fees that may be charged to the Account Holder in relation to the use of the Service as well as the additional ČSOB Info 24 Service are listed in the Bank's Table of Charges. The Bank's applicable Table of Charges can be obtained in the branches of the Bank open to the public and on [www.csob.sk](http://www.csob.sk). The types of interest rates that may be applied are listed in the Interest Rates Table. The current Interest Rates Table can be obtained in all branches of the Banks and on [www.csob.sk](http://www.csob.sk).
50. The Bank shall be authorised to block the Client's access to the Service:
- a) for reasons related to safety of the Service or payment instrument;
  - b) for reason of a suspicion of unauthorised or fraudulent use of the Service or payment instrument; or
  - c) if such an obligation for the Bank arises from generally binding legal regulation.
- The Bank shall inform the Client of having blocked their access to the Service and of the further procedure without delay, if it is possible. If in the case of blocking the Identification number the respective Client is still interested in using the Service, the Client is obliged to visit any branch of the Bank in person and to declare their consent to the Identification number change. The eventual change of the Identification number of the Authorised Person does not have any impact on validity of the Contract for Use of Service of the Installation Owner in the schedules to which the Identification number is specified. The Authorised Person is obliged to advise of the Identification number change of the Installation Owner. If the Bank comes to a conclusion that Identification number blocking is unsubstantiated and not necessary in order to protect the Client's rights in using Service, it is entitled to cancel the already implemented blocking of the Client's access to the provided Service unilaterally without the Client's consent.
51. The Bank is entitled to change the Terms and Conditions for Serious Objective Reasons (as defined in the ČSOB General Business Terms and Conditions). The Bank informs about the changes by publishing these documents in the operating premises of the Bank accessible to the public, at the Bank's web site ([www.csob.sk](http://www.csob.sk)) and by a specific written notice latest in one month before the proposed Effective Date of the change, if a generally binding legal regulation valid in the Slovak Republic does not specify another, shorter or longer period. If the Client does not notify the Bank before the proposed Effective Date in writing, that they do not accept the change, the new wording of the Terms and Conditions becomes effective as the Effective Date of the new wording becomes obligatory to the contractual relationship as a change of its originally agreed Terms and Conditions. If the Client does not agree with the changes of the Terms and Conditions, they have the right to terminate the contractual relationship immediately without fees. This right must be exercised before the proposed effective date of these changes. In case of using the right to immediate termination of the contractual relationship, the claims of the parties become immediately due and settled in accordance with the contractual and applicable legal regulations. If the Client does not agree with the proposed changes to the contractual relationship but does not terminate the contractual relationship before the proposed effective date, the agreement will be governed by the amended Terms and Conditions. A change of the contractual documentation that does not alter the rights and obligations of the parties and expresses only legislative and technical adjustments is not considered as a change in the contractual relationship and, in such an adjustment, the Bank is not a subject to special obligations connected with notification of unilateral changes and excludes the right of Client to terminate the contractual relationship immediately without fees.
52. The Bank reserves the right to unilaterally change the type and scope of the Service provided due to changes in the technical security of the Service and also due to changes related to the upgrading of the Services. The Bank shall inform the Client about these changes in accordance with point 51 of the Terms and Conditions.

# THE TERMS AND CONDITIONS FOR PROVISION OF THE ČSOB BUSINESSBANKING LITE SERVICE



## Security

53. Services are provided by means of public communication channels. The Bank is not responsible for their security and therefore cannot be held liable for situations in which the Client incurs damage as a result of abuse of transferred messages through unlawful operations of third parties.
54. The Client understands and gives consent that:
  - a) SMS messages and e-mails are not electronically signed or encrypted,
  - b) The statements sent as the e-mail attachment are encrypted and Clients must set their own passwords via the Service.
55. The special character of the Services permits the Bank to document individual requests and financial transactions on accounts that are made via the Service. Requests of the Client and payment instructions are securely archived in electronic form in the Bank. Conditions and terms for archiving are governed by generally binding legal regulations, in particular the Act No. 483/2001 Coll. on Banks, and on amendments to certain laws, as amended. The Bank carries out archiving for a sufficient time to allow transactions to be recalled.
56. The stated records may also be used to protect the legitimate interests of the Bank as evidence in any judicial or other official proceedings.

## Time limits

57. The Bank generally accepts instructions from the Authorised Persons submitted via the Service 24 hours a day, 7 days a week and 365 days a year.
58. The deadlines for the electronic submission of payment orders and the period for processing them are listed in the document Information on the deadlines for the execution of payment transactions (hereinafter referred to as the "Periods"), available at the business premises of all branches of the Bank open to the public and on [www.csob.sk](http://www.csob.sk).
59. A payment order sent using the Service cannot be cancelled on the payment date. A payment order with a future payment date sent using the Service can be cancelled or changed using the Service not later than on the day before its payment date, in compliance with the document's provisions Periods under point 58 hereof.

A payment order can be cancelled by the authorisation of any Authorised Person (even if payment order was originally signed with two electronic signatures, i.e. by the pair of the Authorised Persons).

In order to change a payment order, the Authorised Person gives a change instruction authorised by the electronic signature or by the Token DP770, which cancels the original instruction. The changed order must be signed in the contractually agreed manner (authorisation with one or two authorisation devices– signing in a pair) to be accepted for processing by the Bank.
60. The Client will be able to access files intended for downloading in the application ČSOB BusinessBanking 24 for the period set by the Bank (specified in the manual which is part of the application).
61. The Client may require an extraordinary (duplicate) generation of a statement of account; the Client may send a request email (using the address [helpdeskEB@csob.sk](mailto:helpdeskEB@csob.sk)), or submit it in person at a branch of the Bank. Given the increased cost incurred by the Bank through the extraordinary (duplicate) production of a statement, the Bank will charge a fee for the service according to the current Table of Charges by debit from the Account Holder's fee account (declared in the schedule to the Contract).
62. In exceptional cases, the Bank is entitled to postpone application of the relevant exchange rate until the publication of the standard Exchange Rates Table applicable for the next banking day.

# THE TERMS AND CONDITIONS FOR PROVISION OF THE ČSOB BUSINESSBANKING LITE SERVICE



## Statements of account, complaints

63. The Bank and the Client agree that any legal relations related to filling and settlement of any Clients complaints and claims associated with correctness and quality of the Service provided will be governed by the Bank's Complaints Rules.
64. The Client is entitled to exercise the complaint by submitting a written request at the Bank's branch or by telephone by choosing the EB Helpdesk in the ČSOB Linka 24 Service.
65. The Client understands and gives consent that any complaint made by telephone will be recorded and that this audio recording will be used as documentation in the processing of the complaint.
66. The Account Holder will be informed of transactions on their account by bank statement in paper form or, by agreement of the Bank and the Account Holder, in electronic form (bank statement for viewing).  
Requests for account statements to be made available in electronic format, or to change the electronic account statement frequency can only be made by the Installation Owner authorised by the Account Holder for using the Service and disposing of funds on the Account Holder's accounts, via the Service provided that the Service and the account or the product concerned enables this.
67. The Authorised Person is informed by an account statement in electronic form for the period specified in the Help of the application ČSOB BusinessBanking 24. If the Installation Owner and the Bank agree that account statements will be delivered electronically, the electronic account statement will automatically be available to all Authorised Persons authorised by the Installation Owner to dispose of funds on the Account Holder's account.
68. The Bank will make bank statements of account available within the Service if the Installation Owner asks the Bank to set the delivery of bank statements in electronic form to this Service. The Installation Owner may request the setting of the following bank statements:
- the statements of account for electronic viewing of the Account Holder's account via the Service by default with a daily frequency, in PDF format and in the Slovak language. Setting for sending account statements to e-mail address shall be made by the Authorised Person via the application, while the Bank requires that a password is entered for account statement encryption;
  - the account statements for the application (for accounting) from the Account Holder's account, electronically via the Service by default with a daily frequency and in a format determined by the Installation Owner from the formats offered by the Bank. This concerns data statements used for the Client's accounting system.
69. The Account Holder shall grant a consent to the Bank to make the data being the subject of banking secrecy available to the Installation Owner and to the Authorised Person for the purpose of performing contractual obligations ensuing from the Contract and the Contract for Use of Service or the Agreement in line with the generally binding legal regulations.
70. If the Account Holder and the Bank agree in the account agreement or another contractual document that account statements will be provided only in electronic format and the electronic account statement is provided through the Service, the particulars of the electronic statement given in the contract of account or other contractual document may differ from the information given in the Installation Owner's request.
71. The Account Holder is entitled to access to the statements of their Investment Account established under a General Investment Agreement.
72. Transactions are posted individually stating relevant information, e.g. data serving to identify the transaction, the beneficiary and the amount debited from the account in the currency account. The Authorised Person can also use the Service to check the balance on the account and the account history.
73. Immediately on receiving an account statement, the Client must verify the sequence of posting, the accuracy of the balance of the account and the accuracy of transaction execution. If the Client finds discrepancies in the posting or non-posting of executable instructions, the Client must

# THE TERMS AND CONDITIONS FOR PROVISION OF THE ČSOB BUSINESSBANKING LITE SERVICE



immediately report such discrepancies pursuant to the points 64 to 72 of these Terms and Conditions.

## Final Provisions

74. The Bank's correspondence address for sending written documents is: Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava. The Account Holder's correspondence address for sending written documents is the correspondence address as determined by the Account Holder and that of the Installation Owner is the correspondence address as determined by the Installation Owner and that of the Authorised Person is the correspondence address determined by the Authorised Person. The Account Holder, the Installation Owner and the Authorised Person are required to notify the Bank in writing of any change to their correspondence addresses, contact telephone numbers or their e-mail addresses.
75. As of 30 April 2015 the Bank cancelled the ČSOB BusinessBanking 24 Service – off-line variant. Therefore, the Bank changed the ČSOB BusinessBanking 24 Service for all the Installation Owners with this variant of the Service to the ČSOB BusinessBanking Lite Service and also changed the bank statement format to the application to BB-MC or another format as required by the Client. The Installation Owner was notified thereof in advance and in writing. Other Service settings have remained unchanged.
76. The mutual rights and obligations of the Bank and the Client not governed by the Contract, Contract for Use of Service or Agreement or these Terms and Conditions are governed by the GBC.
77. These Terms and Conditions shall replace the Terms and Conditions for Provision of ČSOB BusinessBanking Lite Service dated on 1 August 2017 that become invalid and ineffective thereupon.
78. The Terms and Conditions shall enter in force and effect on 15 March 2018.