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 maintained by Municipal Court Bratislava III, 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 via the Internet. ČSOB BusinessBanking Lite Service is a modern electronic banking service providing the benefits of communication with the Bank in real time (on-line). It allows clients to sign payment orders in pairs and process data statements in the client's information system (accounting). 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 natural person, 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 natural person , 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 (all together as a "Client").

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- 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 the procedure by which the Bank verifies the identity of the Authorised Person or the right to use the means of payment. The Bank shall perform two-factor authentication, meaning verification of the Authorised Person by means of two factors:
 - the first factor is a static numerical code the PIN to the Identification number, - the second factor is a one time numerical code generated by the authorisation device Token DP770 or via mobile application ČSOB SmartToken. In the framework of two-factor authentication, the Authorised Person is required to provide both factors.
- 5. Authorisation shall refer to a confirmation of the Authorised Person's will to execute the Instruction.
- 6. Identification number (hereinafter referred to as the "IPPID") is an eight-digit number that uniquely identifies a given Authorised Person. The number is assigned to the Authorised Person by signing the Agreement, to log in to the application BusinessBanking 24 and for the Identification the Client.
- 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's Number is an eight digit number, max. ,that uniquely identifies the Owner of the Installation. This number is automatically assigned to the Installation Owner after signing the Contract for Use of Service and serves to identify the group of Authorised Persons and their associated accounts, while the Authorised Persons within the groupcan jointly see other's prepared payment orders and receive account statements .
- 10. Agreement shall refer to the Agreement on Activation of the ČSOB Electronic banking services concluded between the Bank and the Authorised Person.
- 11. A means of Communication for the Service pursuant to these Terms and Conditions shall mean:
 - a) Token DP770 the hardware device that generates one-time numeric codes with limited time validity when authenticating and activating operations. The Bank will hand over the Token DP770 to the Authorised Person upon the signing of the Agreement. The Bank records the Serial Number of the Token DP770 under the IPPID of the Authorised Person. The Authorised Person will activate the Token DP770 itself, via BusinessBanking 24 application. The device is also used for login to the BusinessBanking 24 application (two-factor authentication) and to authorise payments and other active transactions,
 - b) ČSOB SmartToken a software token for mobile devices that can be downloaded from Google Play, App Store or AppGallery on version 5 or higher of the Android operating system and version 11 or higher of the iOS operating system. It can be used both offline and online modes for authentication and the authorisation of active operations in the Service.
 - c) The Device (e.g. computer, notebook, tablet) on which the authorised person uses the service (hereinafter referred to as a "computer").
- 12. In the Service the following security features are used:
 - a) PIN to the Token DP770 (4-8 digit number), PIN is chosen by the Authorised Person after the first turning on the Token;
 - b) Password to SmartToken a 5 digit number chosen by the Authorised Person when opening the app for the first time and entered on every subsequent use of the token app.
 - c) PIN (to the Identification number) (hereinafter referred to as the "PIN") -a 5-digit number automatically generated by the system or created by the Authorised Person which is used in combination with the IPPID and a code from the Token DP770 or transaction confirmation in SmartToken to carry out two-factor authentication of the Authorised Person;

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 d) The Authentication /the Authorisation code – a one-time numerical code with limited time validity for authentication and authorisation of active operations by the Authorised Person for selected services, which is generated by the Token DP770 or SmartToken

For each IPPID in the Service, either SmartToken or Token DP770 can be used.

- 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 execute 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 <u>www.csob.sk</u> (hereinafter referred to as the "www.csob.sk "),
 - b) an instruction to the Bank from the Account Holder who is also the Authorised Person to use 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 signed between the Account Holder and the Bank (hereinafter referred to as the "General Investment Agreement"),
 - 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 <u>www.csob.sk</u>,
 - 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.
 - e) an instruction of the Account Owner, who is also he 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,
 - 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 <u>www.csob.sk</u>.

Service characteristics

14. The Service shall be provided on the basis of:

- the Agreement 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 Agreement 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.

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The Service fees shall be borne solely by the Account Holder for whom the Service was established.

- 16. The Authorised Person shall use the Services with the specification given in the Agreement.
- 17. Service also includes the use automatic sending of information selected by the Authorised Person via the ČSOB BusinessBanking 24 application (hereinafter referred to as the "Application"). The Application 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 account statements to the ČSOB BusinessBanking 24 application by the Bank. The Authorised Person must request this setting in person by visiting any branch of 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 electronic account statement encryption. The encrypted statement will be sent to the e-mail address set by the Authorised Person directly in the Application.
- 18. The Authorised Person may use the Service as follows:

the Authorised Person uses the Token DP 770 or SmartToken for logging into the application (two-factor authentication). The Authorised Person may also use the Token DP770 or SmartToken to authorise Active Operations in accordance with the set limits

The Authorised Person can realize Active Operations alone or jointly. E.g. Initiate and authorise Active Operations at the same time, which was created by themselves, or only authorise the already existing Active Operation. Without authorisation of the Instruction from the Authorised Person using Token DP770 or SmartToken, the submitted Instruction will be not executed.

- 19. The Service uses the following types of limits for the management of funds in the account (transaction limits):
 - a) Main limit can be in the range 0 to unlimited. 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 attachment of to the Contract.
 - b) The Authorised Person's (or a pair of Authorised Persons') limit can be in the range 0 to unlimitted. This limit for transaction is stated by the Installation Owner to the dedicated Authorised Person, or a pair of the Authorised Persons and for accounts. The Authorised Person's limit is stated in the attachment to the Contract for Use of Service.
 - If the Authorised Person's limit on the account is equal to 0 EUR, this represents passive access, without the possibility to authorise active operations on the account;
 - If the Authorised Person's limit on the account is greater than 0 EUR and the Authorised Person using an assigned authorisation device, this represents active access, to authorise active operations on the account.

If the Authorised Person's limit exceeds the main limit, the lower of the two limits will applie.

- 20. The transactions between the accounts of the same Account Holder, held at the Bank and sent via the Service, are not subject to the limit control pursuant to point 19 above if this is a transfer from the Account Holder's savings account to the Account Holder's current account.
- 21. The Service is provided in Slovak and English language. The Authorised Person sets the language when logging into the application.

Technical requirements

- 22. The manual for the Service is a part of Help instructions, included in the ČSOB BusinessBanking 24 application used by the Client performs the Service.
- 23. The Authorised Person uses the ČSOB BusinessBanking Lite Services available on <u>www.csob.sk</u>. The Bank is entitled to change the existing manuals depending on the development and update of the Service.
- 24. The Client undertakes to have effective antivirus software installed and to carry out regular antivirus checks of the personal computer on which the Service is used.

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25. The Bank is not responsible for incorrect applications installed on the Client's computer caused by third party errors (e.g. programs from other supplier/owner, virus infection of the computer, hardware failure in the workstation and more) or force majeure.

Identification and authentication of the Authorised Person / Authorisation of instructions 26. When using the Bank's Service, the Authorised Person:

- is identified using the Identification Number and authenticated via PIN to the IPPID as a first factor, and at the same time
- authenticated by a second factor, which is a single-use numerical code generated by Token DP770 authorisation device or SmartToken in offline mode, or confirmation of the transaction in SmartToken in online mode.

On the first login to the Service using the initial PIN that the Authorised Person received from the Bank for the 8-character IPPID, the Authorised Person is required to change the PIN in accordance with the rules as referred to on <u>www.csob.sk</u>. Due to security rules regarding the provision of the Services, the Bank is entitled in justified cases to request the Client, change their PIN within the period stated by the Bank.

- 27. 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. In case of using active access to the Service with SmartToken, with PIN-protection, in offline mode, each Instruction is authorised by scanning Cronto codes with SmartToken, finally generates a response authorisation / authentication code for the Authorised Person for sign in to the BusinessBanking24, whereas in online mode, the transaction can be authorised directly in SmartToken. Using the Service with the Token DP770 (passive access = limit of 0 EUR) Authorised person cannot authorise Instructions.
- 28. When sign in tothe Service, the Authorised Person is permitted five attempts to authenticate their identity. 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). The Authorised Person may request unblocking of the IPPID by contacting the Contact Centre (phone number 0850 111 777 from Slovakia or + 421 2 5966 8844 from abroad). The Bank will refuse a Client's request for IPPID unblocking that is submitted by phone if the Bank execute a request for IPPID unblocking during the same day (D) as the Client's current request for unblocking of the identification number, or the previous working day (D-1).
- 29. For the Service with the Token DP770, if the Authorised Person enters the wrong PIN (for the Token DP770) five times consecutively, the Token DP770 will be blocked. If the Authorised Person 5x incorrectly copies the authorisation code from the Token DP770 to the Order Form in BusinessBanking 24 application, payment authorisation/authentication is blocked for the Token DP770. The Authorised Person may, after authentication, ask the Contact Centre by phone to unblock the Token DP770 (telephone number 0850 111 777 from Slovakia or + 421 2 5966 8844 from abroad) 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

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the equipment for communication with the Services (e.g. by writing 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 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 or the Authorised Person may ask the Contact Centre by phone to unblock the IPPID and the Token DP770 (telephone number 0850 111 777 from Slovakia or + 421 2 5966 8844 from abroad). After 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. If the Authorised Person forgets his/her security information:
 - a) (Identification number) PIN a new PIN can be set from the login page of BusinessBanking Lite alebo Moja ČSOB. This PIN will be also valid for other Electronic Banking services where the client logs in using the IPPID identification number with the changed PIN
 - b) PIN (to the Token DP770) the Authorised Person must contact the Contact Centre via phone.
- 33. The Client (the Account Holder) 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 Token DP770) until the moment when such a loss or theft is reported to the Bank pursuant to these Terms and Conditions.
- 34. 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 31 32, the Client (the Account Holder) 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.
- 35. 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).

Rights, obligations and responsibilities of the Bank

- 36. The Bank will hand over the selected equipment for communication for the Service (e.g. the Token DP770) and the security features for the Service only to the Authorised Person.
- 37. On receiving a report of matters as specified in point 31 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.
- 38. The Bank shall be liable for:
 - a) the non-execution of a transaction or the incorrect execution of a transaction to which the Client has the right to execute correctly,
 - 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 31 to 35.

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- 39. In the cases stated in point 38, the Bank shall proceed in accordance with the current GBC.
- 40. The provisions of point 38 shall not apply if the Bank shows that the Authorised Person has breached the obligations given in these Terms and Conditions.
- 41. 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 via the Token DP770 or SmartToken. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.
- 46. 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 by 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 within the Service for sending information "movements and account balances" are charged to the Account Holder's fee account (the fee account is specified in the Annex to the Contract).

The fees within the 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.

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).

- 47. All types and costs of fees that may be charged to the Account Holder in relation to the use of the 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 <u>www.csob.sk</u>. 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 <u>www.csob.sk</u>.
- 48. 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

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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.

- 49. The Bank is entitled unilaterally to change the Terms and Conditions. The Bank informs about the changes the Terms and Conditions by publishing changes the Terms and Conditions in the operating premises of the Bank accessible to the public, at the Bank's web site (www.csob.sk) and by a specific written notice no later than two months 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.
- 50. The Bank reserves the right to unilaterally change the type and scope of the Service provided due to changes in the technical security/providing 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 49 of the Terms and Conditions. The Bank is also entitled to terminate providing of the Service in relation to selected accounts within the Service, within the term and manner specified in the Agreement for termination.

Security

- 51. 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.
- 52. 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.
- 53. 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.

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54. 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

- 55. 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.
- 56. The deadlines for the electronic submission of payment orders and the period for processing them are listed in the document Cut-off times for 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 <u>www.csob.sk</u>.
- 57. 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 56 hereof.

A payment order can be cancelled by authorisation with the Token DP770 or SmartToken of any Authorised Person even if payment order was originally signed by two people, i.e., by a pair of the Authorised Persons.

- 58. 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).
- 59. The Client may require an extraordinary (duplicate) generation of a statement of account; the Client may send a request email (using the address <u>helpdeskEB@csob.sk</u>), 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).
- 60. 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.

Statements of account, complaints

- 61. 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.
- 62. The Client is entitled to exercise the complaint by submitting a written request at the Bank's branch or by telephone via the Contact Centre.
- 63. 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.
- 64. 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 at the branch 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.

65. 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.

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66. 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.
- 67. 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.
- 68. 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.
- 69. The Account Holder is entitled to access to the statements of their Investment Account established under a General Investment Agreement.
- 70. 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.
- 71. 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 immediately report such discrepancies pursuant to the points 61 to 70 of these Terms and Conditions.

Final Provisions

- 72. 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.
- 73. 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.
- 74. These Terms and Conditions shall replace the Terms and Conditions for Provision of ČSOB BusinessBanking Lite Service dated on February 1, 2022..
- 75. The Terms and Conditions shall enter in force and effect on February 1, 2024.