

TERMS AND CONDITIONS FOR THE PROVISION OF ČSOB ELECTRONIC BANKING SERVICES



Definitions and terms

1. Terms and Conditions for provision of ČSOB Electronic Banking Services ("**Terms and Conditions**") govern relations between Československá obchodná banka a.s., Žižkova 11, 811 02 Bratislava, registered in the Companies Register of Bratislava I District Court section Sa, entry 4314/B, ID No (IČO): 36 854 140 ("**Bank**") and its clients relating to the provision selected banking services via electronic communications systems in accordance with and based on ČSOB's current General Business Conditions ("**GBC**"). The Bank is a payment service provider under the Act no. 492/2009 Coll. on Payment Services and on Amendments to Certain Acts as Amended ("**Payment Services Act**").
2. ČSOB Electronic Banking Service ("**ELB Service**" or "**ELB Services**") means the Bank's service, on the basis of which the Client obtains access to selected ČSOB products and services via electronic communication and may conclude ČSOB Product Agreements. The Bank provides ELB Services on a contractual basis in accordance with the law in force in the territory of the Slovak Republic. The ELB Services do not affect the conditions and content of the Product Agreement and the relevant business conditions, as well as the rights and obligations arising therefrom. Use of the Services is equivalent to written communication. ELB Services are provided in the Slovak language. Selected ELB Services or individual functionality, the Bank may also provide English language.

Within the meaning of these Terms and Conditions, Services means:

Basic Service:

a) Moja ČSOB

Supplementary Services:

a) ČSOB SmartBanking

b) ČSOB API (PSD2)

c) ČSOB SmartServices +

3. **Client Agreement** on the basis of which the Client becomes a ČSOB client and obtains access to the ELB Service.
4. **Agreement on the provision of the ELB service** means an agreement concluded between the Bank and the Client on the provision of the ELB service. Pursuant to these Terms and Conditions, the Agreement on the Provision of the ELB Service means the Agreement on the Provision of the ČSOB Electronic Banking Service together with the Agreement on the Activation of ČSOB Electronic Banking Services, including the Power of Attorney for managing funds on the account.
5. **Agreement** means the Client Agreement or the Agreement on the provision of the ELB service.
6. **Distance contract** means a contract concluded between the Bank / ČSOB and the Client exclusively by means of long-distance communication in accordance with the relevant provisions of Act no. 266/2005 Coll. on Consumer Protection in Distance Financial Services and on Amendments to Certain Acts, as amended (hereinafter referred to as the "Distance Financial Services Act").
7. **Product Agreement** means a distance agreement concluded between a member of the FG and a Client for selected products of members of the FG in accordance with point (20) of these SA exclusively using means of distance communication in accordance with the applicable provisions of Act No 266/2005 on consumer protection in distance financial services and amending certain acts, including the Insurance Contract.
8. **Means of long-distance communication** means a means (eg electronic mail, telephone, SMS message, internet / mobile application, etc.) that can be used without simultaneous physical contact between ČSOB and the Client in providing ČSOB financial services for selected ČSOB

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products and services, especially through ELB services in the sense of § 2 letter e) of the Act on Distance Financial Services.

9. **ČSOB** means a member of the ČSOB financial group who provides the Product Agreement. Member of the ČSOB financial group for the purposes of these ELB Terms and Conditions, ČSOB means the Bank, ČSOB stavebná sporiteľňa, a.s. Žižkova 11, 811 02 Bratislava, registered in the Companies Register of Bratislava I District Court section Sa, entry 2590/B, ID No (IČO): 35 799 200, ČSOB Poistovňa, a.s. Žižkova 11, 811 02 Bratislava, registered in the Companies Register of Bratislava I District Court section Sa, entry 444/B, ID No (IČO): 31 325 416 and ČSOB Leasing, a.s. Žižkova 11, 811 02 Bratislava, registered in the Companies Register of Bratislava I District Court section Sa, entry 1220/B, ID No (IČO): 35 704 713.
10. **Account means** an account established and maintained in accordance with generally binding legal regulations on the basis of the Product Agreement, in particular a current account, a deposit account, a savings account.
11. **Payment Account** is a current account or any other account within the meaning of the Payment Services Act.
12. The products Detský účet (**Children's account**) and Študentský účet (**Student's account**) are subject to the following special conditions:
 - a) for accounts of an Account Holder under 18 years of age, the only permitted Authorised Persons are the minor who is the Account Holder and their legal representatives (or a court-appointed curator);
 - b) in the accounts owned by an Account Holder under 15 years of age, the Account Holder may have solely passive access to the account and his/her legal representatives (or a guardian appointed by court) may have active access (the main transactional limit of the account is fixed by the legal representative or by the guardian appointed by court);
 - c) an Account Holder aged 15 to 18 years can have active use of their accounts (the main transaction limit is set by the legal representative or a court-appointed curator)
 - d) an Authorised Person under the age of 18 years can have electronic access only to their own account and the Authorised Person can also use the Moja ČSOB Service. They can also use the ČSOB SmartBanking a ČSOB API (PSD2) supplementary Services.
13. Within the meaning of these Terms and Conditions, **Client** means:
 - a) A natural person who has become a client of the Bank on the basis of a Client Agreement,
 - b) Account Holder – a natural person, a natural person - sole trader, or a legal person who keeps an account account in the Bank.
 - c) Authorised Person – a natural person that an Account Holder has authorised to use Services and dispose of funds on accounts of the Account Holder via the Services ELB or the holder of a payment card issued for an account of the Account Holder.

An Authorised Person also has access to all information on the Account Holder's account provided by the authorised Service including information subject to bank secrecy. For the purposes of these Terms and Conditions, the term Authorised Person includes an Account Holder who is a natural person.
14. Partner Services mean services provided by firms with whom ČSOB cooperates in respect of the supply of goods or services that the Client will be entitled to receive through the ČSOB SmartSlužby + supplementary service.
15. **Authentication** is a procedure that enables the Bank to verify a Client's identity or their authorisation to use a means of payment, which may include the use of personalised security

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elements. The Bank reserves the right to decide whether to require strong client authentication elements (so-called two-factor authentication) when authenticating the Client, ie IPPID, PIN and Authentication Code created by the relevant authorization and authentication device assigned and activated by the Client for ELB Services.

16. **Authorisation** means confirmation of a Client's intention to execute a transaction or instruction by means of security features.
17. **Identification Number (IPPID)** – an 8-digit non-transferable number assigned when concluding an agreement that is used as a Client's unique identifier with the Bank.
18. **ČSOB SmartToken** - application is used to generate one-time codes for client login, electronic signature payments in Moja ČSOB internet banking and for activation of ČSOB SmartBanking application and confirmation of internet 3-D Secure payment.
19. **Secure contact** - is a mobile telephone contact and e-mail, which the client defines in advance in the Agreement or the Agreement on the activation of Electronic Banking services. This contact is used by the Bank to send messages related to the security of electronic banking.
20. **Zmluva a dokumenty** - a special part (electronic mailbox or folder) within the ELB Service, intended for delivery and storage of contractual documentation and other documents related to the contractual relationship between the Bank and the Client in the form of a durable medium.
21. The **security element** is a means to enhance the safety and confidentiality of electronic (remote) communication via the ELB Services between the Client and the Bank, which provides primarily Client Authentication and Authorisation Client, which is:
 - a) **PIN** (for identification number) – a 5-digit number used for Client authentication. On supported mobile devices, it can be replaced by another Security Element (biometric data after granting the Client's consent).

The PIN can be changed exclusively by the Client's own activity, in the self-service zone, available before logging in to the Moja ČSOB internetbanking or BusinessBanking. The condition for a successful PIN change is that, the Client has provided the Bank the Secure Contacts a) a mobile telephone number and b) the E-mail specified in the Agreement.
 - b) **Authentication/Authorisation Code** – a one-time numerical code with a limited validity period that is used for Client authentication and authorisation with the Bank that is either:
 - a 9-digit numerical code (SMS Key) sent by the Bank to a mobile phone number specified in advance (Secure Telephone Number). An SMS Key is generated individually for each Authentication/Authorisation
 - or
 - A code generated using a ČSOB SmartToken (software-based)
 - or
 - 6-digit numeric OTP (one time password) code sent by the Bank to a predefined mobile phone number and to E-mail (Secure Contacts). The OTP code is generated separately for each Authentication.
 - c) **Password for ČSOB SmartToken** – this is a 5-digit number, which the Client chooses when they first activate the SmartToken and which the Client must enter for every use of the SmartToken.
 - d) **Activation Code** – a one-time code that is used to confirm the activation process when activating the ČSOB SmartBanking service or a Token for Mobile.

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Service Characteristics

22. Specification of the basic Service Moja ČSOB:

- **Moja ČSOB** provides secure communication with the Bank via the Internet and the Moja ČSOB application so that bank services can be provided in an electronic environment. The Client logs in to the Moja ČSOB internetbanking using their Identification Number (IPPID), PIN (for the identification number) and an authorisation device. The Bank may require login with the Identification Number (IPPID) and PIN (for the Identification Number) and the Authentication / Authorization Code.

23. Specification of selected supplementary Services:

- **ČSOB SmartBanking** – a supplementary form of electronic banking intended for mobile devices and ČSOB SmartBanking application. The service is set up automatically together with the Moja ČSOB service. The service enables an Authorised Person to access selected information about the Account Holder's accounts and to selected ČSOB products and related information.

To activate the ČSOB SmartBanking service it is necessary to enter the Identification Number, PIN (for the identification number) and an Activation Code.

- The Bank officially provides the ČSOB SmartBanking application through the following channels: Apple AppStore, Google Play a Huawei AppGallery,

- The ČSOB SmartBanking service can be deactivated in the app through the "Settings" function or by means of a telephone request (by calling 0850 111 777 from inside Slovakia or +421 2 5966 8844 from outside) or by uninstalling the ČSOB SmartBanking app from the mobile device.

Each additional action of the Client contains an Identification Number (IPPID) and is authorized by entering a PIN (to the Identification Number). The identification number is stored in encrypted form in the application and does not need to be re-entered.

Clients must comply with the Bank's security guidelines for use of the ČSOB SmartBanking service on www.csobsmartbanking.sk, in particular they should not make unauthorised changes to the operating system of their mobile device opening direct access to the mobile device's file system.

- **ČSOB API (PSD2)** – The ČSOB API (PSD2) provides a means by which payment orders of an Authorised Person - User can be made from the Account Holder's payment account without being entered in the Bank's information system. It thus grants the Authorised Person access to the Account Holder's accounts and selected information. It is automatically set up together with the Moja ČSOB service. A description of the functioning of the ČSOB API (PSD2) Service is given in the document "Terms and Conditions of the ČSOB API (PSD2)", which is published on www.csob.sk.

Prerequisites for use of ČSOB API (PSD2):

- The Authorised Person has an 8-digit Identification Number and the Authorised Person has access to the Moja ČSOB service
- Granting of the Authorised Person's consent to an Authorised Third Party and the performance of strong authentication of the Authorised Person in the ELB environment. Authorised Third Party means a third party which has asked the bank for permission to act as an intermediary for the ČSOB API (PSD2) Service, which is listed in the register of the national authority and also has a qualified certificate within the meaning of the

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Terms and Conditions of the ČSOB API (PSD2) Service and which has been permitted by the Bank to be an intermediary for the API (PSD2) Services.

- **ČSOB SmartSlužby +** is a service offered by the bank in which the Client is reimbursed for the price of goods, services or other parts of the Partner Service process paid for from the account of the Client (Account Holder) using the ČSOB Smartbanking service in the Partner's electronic environment. A detailed description of how the ČSOB SmartSlužby + service works can be found in the document "Terms and Conditions of ČSOB SmartSlužby +" on the website www.csob.sk

24. To ensure uninterrupted use of the Services, the Bank requires the use of mobile devices with an Apple iOS or Google Android operating system which have access to the Internet.
25. The Account Holder is automatically assigned an unlimited transaction limit for their own accounts. The Account Holder is entitled to set the main transaction limit per account (i.e. the limit for each transaction) for each Authorised Person authorised to dispose of funds on their accounts through the Services. If an Authorised Person that is not the Account Holder requests the setting of a daily/weekly limit for an authorisation device or a limit for an individual transaction submitted to the Bank that is higher than the main transaction limit for the account set by the Account Holder, the Bank will treat as binding the main transaction limit set by the Account Holder.
26. Limits for Clients are organised as follows:
 - a) The Bank sets an unlimited main transaction limit for the Account Holder and the limit for an Authorised Person is set by the Account Holder in the Authorisation to Dispose of Funds on an Account.
 - b) Limits per Authentication/Authorisation code:
 - For an SMS Key, the Bank sets a limit of €10,000 per day and €17,000 per week. A Client can request a change of the limit in person at a Bank branch, but it must not exceed €50,000 per day and €100,000 per week.
 - For a token, the Bank sets a transaction limit of €34,000. A Client can request a change at the branch and no maximum limit is set.
 - c) The limit for the ČSOB SmartBankig service is set by the Bank at € 10,000 per day and € 17,000 per week. This limit cannot be changed.

The daily and weekly limits apply to the sum of all transactions submitted to the Bank via a Service and the limit applies to all the accounts that a Client has access to. The values of transactions via the Moja ČSOB and ČSOB SmartBanking services are not added together. The daily/weekly limit per Authentication/Authorisation code does not apply to transactions submitted via the Moja ČSOB Service with a ČSOB SmartToken.

Client Authentication

27. Rules for Client authentication in each Service:

- a) In the Moja ČSOB Service, the Identification Number (IPPID) and its PIN are used. An instruction is authorised by a one-time code created by the associated authorisation device.
- b) In the ČSOB SmartBanking Service, the PIN for the IPPID is used to unlock the ČSOB SmartBanking app on the mobile device where it is installed and activated. Each of the Client's instructions includes an Identification Number (IPPID) and is authenticated by entering the PIN

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for the IPPID. The Identification Number (IPPID) is saved in the application in an encrypted form and there is no need to enter it repeatedly.

28. The Bank will block the Client's Identification Number (IPPID) and restrict access to the Services:

- if the PIN code is entered incorrectly five times in a row during Authentication
- if the Activation code is entered incorrectly five times in a row when activating the SmartBanking service,
or
- if is entered incorrectly 5 times in a row one of the Secure Contacts when generating a new PIN.

The Bank will block the Client's authorization device if he enters an incorrect code generated by the relevant device 5 times in a row during the Client's Authentication or Authorization or enters an incorrect Password for the Token 5 times in a row when using it.

The client can request unblocking of their Service access or their Authentication/Authorisation code in person at the branch or by telephone, in both of which cases they must authenticate their identity. The Bank will refuse the client's request if they processed a previous request from the client for unblocking of their IPPID or Authentication/Authorisation code on the same day (D) or the day before (D-1) the Client's current telephone request for unblocking.

Rights, Duties and Responsibility of the Client

29. Clients must use the ELB Services or equipment for electronic communicating with the ELB Services in accordance with the Terms and Conditions and the manuals for the ELB Services and follow the procedures that they lay down, taking particular care to ensure that no other person becomes acquainted with the security features used, that the security features are not disclosed to another person or recorded in an easily distinguished form or saved or carried together with the equipment for communicating with the Services.

30. If a Client:

- a) Forgets their security features, they must set new security features (if possible) or visit a branch of the Bank, where they can set new security features.
- b) Finds that their security features / equipment for communicating with the Services (e.g. mobile phone/device) have been lost or stolen, or they find that their security features are known to an unauthorised person, they must report the problem to the Bank without delay in person at a branch of the Bank or by telephone at the telephone number 0850 111 777 from the territory of the Slovak Republic or +421 2 5966 8844 from the territory outside the Slovak Republic and request blocking. The Bank on the basis of this notification and request immediately block their access to the Services and agree with them on next steps. When a report is made by telephone, technical conditions prevent the Bank from providing proof of the blocking of access to the Client, however, the telephone conversation is recorded for the purpose of showing the time of reporting the incident and its contents. The Bank will take all reasonable measures to stop further use of the Services even if the Client has committed gross negligence or fraud. The Client must provide the maximum possible cooperation to the Bank in corrective actions that the Bank proposes. If the Client does not accept the proposed measures, the Bank will not be liable for any losses that the Client incurs as a result.
- c) Detects a transaction that was not carried out in response to their instruction/order, or errors or other discrepancies in an account for which the ELB Services are provided, they must inform the Bank in person at a branch of the Bank or by telephone.

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31. The Client is fully liable for any financial loss or other damages caused by the loss or theft of security features or equipment for communication with the ELB Services (e.g. mobile phone etc.) until the moment when the loss or theft is reported in accordance with these Terms and Conditions.
32. From the moment when the Client notifies the Bank of the loss, theft, error or other discrepancy in accordance with the rules laid down in (27), the Client is no longer liable for any damages caused by the loss or theft of their security features or equipment for electronic communication with the ELB Services except in cases where the Client commits fraud.
33. If an Account Holder gives an instruction to top up credit with a mobile operator and it results in an unauthorised overdraft on the Account Holder's account associated with rights of the Bank under the GBC and the Price List, including in cases where the deficit of funds on the Account Holder's account occurs between the entry of the order and the actual debit of funds, the Bank is entitled to charge the price of the credit top-up against the Account Holder's account.
34. Information outputs (confirmation of receipt of a payment order by the Bank, notifications) about an instruction will be sent according to the Client's requirements to the Client specified address specified in the contact information, which the Client can edit unilaterally via selected Services.

Rights, Duties and Responsibility of the Bank

35. The Bank will hand over selected equipment for communication with the ELB Services and safety features for the ELB Services only to the Authorised Person to whom they are assigned. The Bank is obliged to perform identification and verification of the identity of the client before entering the ELB Services in accordance with the applicable General Terms & Conditions.
36. On receiving a report as specified in (30), the Bank will take all necessary measures to stop further use of the ELB Services even if the Client has committed gross negligence or fraud.
37. The Bank is liable for:
 - a) non-performance of a transaction or errors in the execution of a transaction that the Client is entitled to make
 - b) transactions executed without the Client's instruction The Bank will not be liable if the Client has breached the provisions of these Terms and Conditions, especially the Client's duties under (30).
38. In the cases listed in (37), the Bank will proceed in accordance with the current GBC.
39. The provisions of (37) will not apply if the Bank demonstrates that the Client violated obligations laid down in these Terms and Conditions.
40. In electronic communication via the Services, the Bank accepts only complete data in the set formats that is authenticated in accordance with the rules of the ELB Service concerned. The Bank is not liable for damages resulting from the non-execution of an incomplete or unauthenticated instruction. The Bank is also entitled not to execute or to refuse to execute instructions in other cases where it is impossible to execute an instruction in accordance with these Terms and Conditions, the GBC or other contractually agreed terms and conditions relating to the provision of other services or products of the Bank, if there are insufficient funds on the Account Holder's account to which the instruction relates and if the Account Holder's account has been blocked.
41. The Bank is not liable for any damages that occur as a result of incorrectly or doubly entered orders (transactions) delivered to the Bank via the Services unless the damages were caused by a breach of the Bank's obligations.

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42. The Bank is not liable for the non-execution of a transaction or the non-functionality or inaccessibility of the ELB Services if such situations are caused directly or indirectly by circumstances outside the control of the Bank or its partners (e.g. interruptions of the electricity supply, interruption of the public Internet connection to the Bank, strikes and the like). The Bank is not liable for any damages that a Client incurs because of non-functionality of the ELB Services if they cannot be used as a result of circumstances precluding liability.
43. The Bank is entitled to charge fees for the use of the ELB Services to the account specified by the Client at the rates set in the Bank's applicable Price List.
- Fees for sending information on "payment card transactions" are charged to the account of the Account Holder for which the payment card is issued.
- All fees and their amounts that can be charged in connection with the use of the Services are listed in the Bank's Price List, applying the section of the Price List relevant to the type of account used. The Bank's current Price List is available from the Bank's places of business and on www.csob.sk.
44. The types of interest rates that can be applied are specified in the relevant document entitled Interest Rates. The current edition of Interest Rates is available from all the Bank's places of business and on www.csob.sk.
45. The Bank is entitled to block a Client's access to the ELB Services
- a) for reasons relating to the security of a ELB Service or a payment instrument,
 - b) if it suspects non-authenticated or fraudulent use of a ELB Service or payment instrument or
 - c) if the Bank is obliged to do so under acts of general application. The Bank will inform a Client when the ELB Services are blocked in this way without delay, if possible. If a Client wishes to continue using a Service after their Identification Number (IPPID) is blocked, they must visit any of the Bank's branches in person and give consent to a change of their Identification Number (IPPID). If the Bank believes that blocking the use of an Identification Number (IPPID) is unwarranted and unnecessary for the protection of the Client's rights in using the ELB Services, the Bank is entitled to cancel the block on the Client's access to the provided services unilaterally without the Client's consent,
 - d) if the Client's identification is not fully verified due to the revocation of the data subject's consent to the processing of biometric data.
46. The Bank is entitled to change the scope of the provided ELB Services unilaterally based on changes in the Bank's commercial policy or for reasons related to modernisation of the ELB Services. The Bank will inform Clients of changes by publishing information about the change in the scope of provided ELB Services on www.csob.sk at least two months before the changes enter into force, unless legislation applicable in the Slovak Republic stipulates another notice period. If the Client does not agree with the change and no other agreement is reached, the Client may terminate their contractual relationship with the Bank by notice with immediate effect, and without any related fee.

Security

47. The ELB Services are provided over public communication lines (Internet). The Bank cannot guarantee their security and therefore it cannot influence matters if the Client incurs damages as a result of interference with transmitted messages through the unauthorised action of third parties.

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48. SMS messages and notices sent by e-mail are not electronically signed or encrypted.
49. In view of the special character of the ELB Services, the Bank is entitled to archive individual instructions of the Client made by telephone or requests sent over the Internet in the form of an audio recording, copies of sent SMS messages or copies of requests submitted over the Internet. The audio recordings, SMS messages and records of requests submitted over the Internet are archived securely in electronic form in the Bank. The terms and conditions of archiving are regulated by applicable legislation, in particular Act No 483/2001 on banks and amending certain acts, as amended ("**Act on Banks**"). The Bank keeps archives in manner that permits retrospective searching for transactions and error correction.
50. These records can be used to protect the Bank's legitimate interests as evidence in any proceedings before the courts or other authorities.
51. After being assigned authentication features and security features, an Authorised Person must take all reasonable measures to ensure their protection. Reasonable actions include mainly:
- a) Preventing any exposure or disclosure of their authentication and security features to other persons
 - b) Not writing down PIN codes or passwords or disclosing them to third parties (including Bank employees)
 - c) Using properly licensed antivirus and anti-spyware programs with the latest updates
 - d) Not using public computers or unknown devices
 - e) Properly logging off after finishing working with the Service

Time Limits

52. The Bank accepts Clients' instructions sent via the Services 24 hours per day, 7 days a week, so 365 days per year.
53. The cut-off times for the submission of electronic payment orders and payment processing periods are listed in "Cut-Off Times for Payment Transactions" ("Cut-Off Times") which is available from the Bank's places of business and on www.csob.sk.
54. Clients are not entitled to revoke a payment order on the due date of payment. A payment order with a future due date of payment sent via the ELB Services can be revoked via certain ELB Services until the day before the due date as specified in the "Cut-Off Times".

Statements and Complaints

55. The submission and handling of complaints and complaints from the Client concerning the accuracy and quality of the provision of ELB Services are regulated in the Bank's Complaints Procedure, which is published in the Bank's premises accessible to the public and on the website www.csob.sk.
56. The Account Holder is informed of transactions executed on their accounts via an account statement in paper form or, if so agreed by the Bank and the Account Holder, in electronic form, in the form of a record on a durable medium.

Final Provisions

57. The Bank's correspondence address for written communication is: Československá obchodná Banka, a.s., Žižkova 11, 811 02 Bratislava. The correspondence address for written material sent to the Account Holder is the correspondence address specified by the Account Holder and in the case of an Authorised Person, the correspondence address specified by that Authorised Person

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is used. The Account Holder and Authorised Person are responsible for informing the Bank in writing of any change in their correspondence address, contact phone number or e-mail address.

58. From 01/01/2020 the Linka 24 service is cancelled and from 08/01/2020 the ČSOB Internetbanking 24 service and the Info 24 supplementary service are cancelled for all the Bank's customers. Notification settings for the Info 24 services will not be cancelled and the Bank will continue to send notifications until the Authorised Person cancels them using the Moja ČSOB Service.
59. Mutual rights and duties of the Bank and the Client not regulated in the Agreements or these Terms and Conditions will be governed by the GBC.
60. These Terms and Conditions replace the Terms and Conditions for the Provision of ČSOB Electronic Banking Services valid from 01/07/2021.
61. These Terms and Conditions will enter into force and effect on 01/06/2022.