

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



This translation of the Terms and Conditions for provision of the ČSOB Electronic banking services from Slovak to English language is for information purposes only and does not represent a binding version.

## Definitions and terms

1. Terms and Conditions for provision of the ČSOB Electronic banking services (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 the ČSOB (hereinafter referred to as the "GBC"). The ČSOB Electronic banking services (hereinafter referred to as the "Services") allow Clients to access selected products and services of the Bank. Use of the Services is equivalent to written communications.
2. In these Terms and Conditions the Services shall refer to the following:
  - Basic Service:
    - a) Moja ČSOB;
  - Supplementary Services:
    - a) ČSOB SmartBanking;
    - b) ČSOB MultiBanking;
    - c) ČSOB API (PSD2).
3. In these Terms and Conditions the Client shall refer to the following:
  - a) Account Holder - a natural person, natural person - sole trader or legal entity having a current account, deposit account, savings account, etc. (hereinafter referred to as the "Account") with the Bank, and also having a Client's fee account assigned.

The Account Holder shall conclude a Contract for provision of the ČSOB Electronic banking services (hereinafter referred to as the "Contract") with the Bank authorising the Authorised Person to make use of the Services, and to dispose of funds on the Owner's account.
  - b) 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 Account Holder has authorised in the Contract and its Annexes (Letter of Powers for disposing account funds (hereinafter referred to as the "Authorisation")) to use the Services and dispose of funds on the set Account Holder's accounts using the Services or
    - a natural person who has concluded the Contract and the Agreement with the Bank and also electronically signed with the Bank the Framework agreement on concluding distance contracts (hereinafter referred to as the "Framework Distance Agreement ") in order to use the Moja ČSOB Service and ČSOB SmartBanking for the purposes of the online purchase of selected products or
    - a natural person - who has concluded with the Bank a Treaty of distance contracts by electronic means of distance communication in order to use Moja ČSOB, ČSOB SmartBanking, ČSOB MultiBanking and ČSOB API (PSD2). Such the person may also use to the Moja ČSOB and ČSOB SmartBanking Services for the purposes of the online purchase of selected products or
    - a holder of a payment card issued to the Account Holder's account.

The Authorised Person has also access to all information concerning the Account Holder's accounts provided by the relevant Service that are subject to bank secret. For the purposes of these Terms and Conditions the definition of the Authorised Person also covers the Account Holder – the natural person.

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



4. Identification shall mean verification of the Client's identity before accessing the Services (e.g. to enter the Identification number), which is followed by authentication.
5. Authentication shall mean verification of the Authorised person's identity.
6. Authorisation shall refer to a confirmation of the Authorised Person's will to execute a transaction or Instruction applying the authorisation elements linked to the used Service.
7. These Terms and Conditions refer to the following equipment for communication with Services:
  - a) A mobile phone for receiving SMS messages containing SMS key;
  - b) PC - a personal computer with access to the Internet;
  - c) Token DP270 and Token for mobile – technical devices generating one-off numerical codes.  
The Bank distinguishes between the hardware – Token DP270 and software - Token for mobile (a portable equipment with Apple iOS or Google Android operating system). The Bank will hand over the Token DP270 to the Authorised Person upon the signing of the Agreement; the Authorised Person activates the Token for mobile in their own Mobile device by entering an Activation Code as referred to in point 9 hereof;
  - d) Mobile equipment – portable equipment with Apple iOS or Google Android with access to the Internet.
8. Identification number (IPPID) - an 8-digit number that uniquely identifies a respective Authorised Person - natural person, which has been assigned to the Authorised Person upon concluding the Agreement or at the electronically signed of the Treaty of distance contracts.
9. In the Services the following security features are used:
  - a) PIN (for the Identification number) - an automatically generated 5-digit number used to Authenticate the Authorised Person before access to the Service;
  - b) Authentication/ Authorisation code - one-off numerical code with limited time validity for authentication of the Authorised Person to the Bank/ for authorisation of active operations for selected Services, and which is either:
    - a numeric information of 9-digits sent by the Bank (an SMS key) used by the Authorised Person to get authenticated/ to authorise the Instructions. The Authentication/ authorisation code is generated for each log-in and each Instruction separately and is sent to the Authorised Person to a pre-defined mobile telephone number (Secure related phone number), which is the same for sending Authorisation and Authentication codes or
    - the Code generated using the Token DP270 or Token for mobile.
  - c) PIN for Token DP270 – 4-digit number that the Client chooses after first switching on the Token DP270;
  - d) Password for Token for mobile – at least 4, and at most 20 numerical characters that the Authorised Person chooses when activating the Token for mobile;
  - e) Activation Code – a one-off code that serves to confirm the activation process for activating access in the selected service. It is either:
    - Activation Code for activating of the ČSOB SmartBanking Service: a 9-character numeric code sent by the Bank to the contractually-agreed mobile telephone number for sending the Authorisation and Authentication Code or
    - Activation Code for activating of the ČSOB SmartBanking Service: an 8-character numeric code generated by the Token DP270 or Token for mobile or
    - Activation code for activation of the Token for mobile: a 20-character numeric code for activation of the Token for mobile the Authorised Person receives in a sealed envelope when signing the Agreement.
10. Instruction means (for the purposes of this document hereinafter referred to as the "Instruction"):
  - a) an instruction from the Authorised Person to the Bank submitted by means of the Services to carry out a payment transaction (hereinafter referred to as "the transaction") according to the applicable GBC;

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



- b) an instruction from the Authorised Person to the Bank submitted by means of the Services to enable the supplementary Services to make changes to data, parameters, authentication features in connection with using the Services and products provided by the Bank from the current conditions published on the official website of the Bank [www.csob.sk](http://www.csob.sk) (hereinafter referred to as "[www.csob.sk](http://www.csob.sk)");
- c) an instruction of the Authorised Person for the use of the Services to make changes to information, to definition new information, parameters and functionalities to a payment card according to the current conditions published on [www.csob.sk](http://www.csob.sk) in accordance with the Terms and Conditions for the given payment card;
- d) an instruction of the Authorised Person delivered to the Bank through the Services for the purpose of making changes to selected parameters of the contract on deposit account (e.g. a change of automatic renewal in a time deposit) according to the current conditions published on [www.csob.sk/dolezite-dokumenty/obchodne-a-poistne-podmienky](http://www.csob.sk/dolezite-dokumenty/obchodne-a-poistne-podmienky) and in accordance with the Terms and Conditions for the given account;
- e) an instruction of the Account Holder delivered to the Bank through the Services for the purpose of making changes to selected parameters of the contract on deposit account or the contract on current account (e.g. a change in settings of the statement delivery method), according to the current conditions published on [www.csob.sk](http://www.csob.sk) and in accordance with the Terms and Conditions for the given account;
- f) the Authorised Person's consent given to the Bank by means of the selected Services listed on [www.csob.sk](http://www.csob.sk), the subject of which will be the approval of a confirmation that contains the conditions of a financial market transaction concluded between the Client and the Bank in accordance with the conditions of the respective Framework Agreement on Financial Market Trading or other similar Framework Agreement concluded between the Client and the Bank;
- g) an instruction of the Account Holder delivered to the Bank for the online purchase of selected products in accordance with the Framework Distance Agreement;
- h) an instruction of the Account Holder delivered to the Bank for the purchase of selected products in accordance with the Treaty of distance contracts by electronic means of distance communication.

## Services characteristics

11. The Services shall be provided on the basis of:
  - the written Contract concluded between the Bank and the Account Holder and pursuant to the Agreement between the Bank and the Authorised Person.
  - the electronically signed Framework Distance Agreement concluded between the Bank and the Authorised Person (for the Moja ČSOB Service and ČSOB SmartBanking);
  - the electronically signed the Treaty of distance contracts concluded between the Bank and the Account Holder;
  - activation of the selected supplementary Services as provided in the Terms & Conditions and on [www.csob.sk](http://www.csob.sk).
12. Provision of Services shall be subject to the existing fee account i.e. account maintained by the Bank that is to be used for settlement of the Service fees.
13. The Client shall use the Services with the specification given in the Agreement, the Contract or in the Framework Distance Agreement accepted by the Bank or in the Treaty of distance contracts accepted by the Bank or on [www.csob.sk](http://www.csob.sk).
14. The Client is entitled to carry out the Instructions via the Services with regard to such products and services of the Bank provided to the Account Holder on the basis of concluded specific contracts, or which are provided by the Bank to the Account Holder and to the Authorised Person on the basis of the Contract, the Agreement, the Framework Distance Agreement or the Treaty

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



of distance contracts. The products and services of the Bank currently on offer via the Services are listed on [www.csob.sk](http://www.csob.sk).

### 15. Specification of the basic service Moja ČSOB:

- Moja ČSOB (using the SMS key or the Token DP270 or the Token for mobile) represents secure electronic communication with the Bank via the Internet and the Moja ČSOB. The Service includes the Moja ČSOB basic Service and the ČSOB SmartBanking supplementary Service and ČSOB API (PSD2);
- The Authorised Person, is adult and has full legal capacity, is entitled to use functionality of the Moja ČSOB Service for the purposes of online purchase of selected products, if she/he had electronically signed the Framework Distance Agreement with the Bank or the electronically signed the Treaty of distance contracts and had been acquainted with the Special Arrangements for the conclusion of distance contracts (hereinafter referred to as "Special Arrangements"), which are stated on [www.csob.sk](http://www.csob.sk).

The Authorised Person who meets the below conditions can be logged in the Moja ČSOB portal:

- of the Authorised Person was assigned the 8-digit Identification number,
- she/he had concluded the Agreement with the Bank, or she/he had concluded the Treaty of distance contracts with the Bank ,
- she/he can not be unacceptable Client for the Bank due to a suspicion of realization of unusual transactions.

The Authorised person, natural person under age or non-legal, may log on in to the Moja ČSOB portal and use the functionality of Moja ČSOB, but cannot use Moja ČSOB for the purpose of online purchase of selected products.

The Authorised Person shall log to the portal Moja ČSOB Service uses the Identification number (IPPID), PIN (for the Identification number) and the authorization device. The Authorised Person who had already concluded the Contract with the Bank (and is also the Account Holder, i.e. it means he/ she has the holder's electronic disposal rights) and afterwards electronically signed the Framework Distance Agreement with the Bank, or the electronically signed the Treaty of distance contracts is entitled to make the online purchase of selected products only through the Moja ČSOB portal which are stated on the website [www.csob.sk](http://www.csob.sk) under the terms defined by the Special Arrangements.

### 16. Specification of selected supplementary Services:

- ČSOB SmartBanking – the Service is automatically set up together with the Moja ČSOB Service. The Service provides the Authorised Person access to the accounts of the Account Holder and to selected information. The Authorised Person is entitled to use functionality of the ČSOB SmartBanking Service for the purposes of online purchase of selected products, if she/he had electronically signed the Framework Distance Agreement with the Bank or the electronically signed the Treaty of distance contracts and had been acquainted with the Special Arrangements. List and description of functionalities as well as the method of actually getting the ČSOB SmartBanking Service is given in the SmartBanking application, in the part "About".
  - the Service may be activated under the following conditions:
    - a) the Authorised Person has been assigned with an 8-digit Identification number and
    - b) the Authorised Person has the Moja ČSOB Service with the SMS key or the Token DP270 or the Token for mobile;
  - in order to activate the ČSOB SmartBanking Service, the Identification number, PIN (to the Identification number) and Activation Code must be entered;

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



- the ČSOB SmartBanking Service application is available exclusively from the official sources of AppStore or Google Play ;
- the ČSOB SmartBanking Service may be deactivated via the application after using the function "Settings" or on the basis of a phone request via the Helpdesk (telephone number 0850 111 777 from Slovakia or + 421 2 5966 8844 from abroad, which the Client will choose through the automated voice-operated service) or by way of uninstalling the ČSOB SmartBanking application from the mobile device.

The Client is obliged to observe the security instructions of the Bank for using of the ČSOB SmartBanking Services given on [www.csobsmartbanking.sk](http://www.csobsmartbanking.sk), especially not to make any unauthorised adjustments to the operating system in the mobile device with the purpose of achieving direct access to the file system of the mobile device.

A more detailed specification of the method of activating the ČSOB SmartBanking Service is presented in the application SmartBanking in the part "About".

- ČSOB MultiBanking - the Bank offers the users access to the ČSOB MultiBanking via the ČSOB SmartBanking. ČSOB MultiBanking gives information about checking and other accounts maintained by other payment services provider and displayed in the ČSOB SmartBanking, in which case the Bank is the provider of account information services.

The Service may be activated under the following conditions:

- the consent of the Authorised person to the ČSOB MultiBanking use and registration of the account maintained by other payment services provider for the ČSOB SmartBanking;
- the authorised person should register the account maintained by other payment services provider for the ČSOB SmartBanking via the ČSOB MultiBanking using the authorization and authentication tools, issued by the other payment services provider that maintains that account.

To remove a payment account data, the user of ČSOB MultiBanking should submit a request for data removal via the ČSOB SmartBanking. The Bank will terminate the validity of consent to the ČSOB MultiBanking use automatically upon the removal of the data of the last account, maintained by other payment services provider.

- ČSOB API (PSD2) – is automatically established upon setting up the Moja ČSOB Service. The service provides the Authorised Person access to the Account Holder's account and to selected information. ČSOB API (PSD2) ensures the execution of payment orders of the Authorised Person – User from the payment account of the Authorised Person – User that have not been entered in the Bank's information system. A description of the method for using the ČSOB API (PSD2) Service is given in the document "ČSOB API (PSD2) Terms & Conditions" published at [www.csob.sk](http://www.csob.sk).

A precondition for using the ČSOB API (PSD2) is:

- the Authorised Person has an 8-digit Identification Number assigned and the Authorised Person is provided the Moja ČSOB service with an SMS key or with a Token DP270, or a Token for Mobile.
- The granting of consent by the Authorised Person to an Authorised Third Party and concurrently the execution of a strong authentication of the Authorised Person in the ELB environment, where "Authorised Third Party" means a client that requested from the Bank the option to intermediate the ČSOB API (PSD2) Service, that is listed in the NBS register (<https://subjekty.nbs.sk/api/psd2/>), and that concurrently holds a qualified certificate pursuant to the ČSOB API (PSD2) Terms & Conditions, and to whom the Bank has granted this consent.

17. In order to ensure error-free use of the Services, the Bank requires that the Authorised Person have the following technical equipment (Hardware and Software):

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



- for the Service ČSOB SmartBanking - mobile equipment defined by point 7d) hereof.

18. The Account Holder has an unrestricted transactional limit, which is automatically pre-set for own accounts. The Account Holder is entitled to set the main transactional limit on the account (i.e. the limit for an individual transaction submitted to the Bank) for each Authorised Person who is authorised to dispose of funds on the Account Holder's accounts using the Services. Provided that the Authorised Person who is not the Account Holder submits a request for a daily/ weekly limit for the authorization device or a limit on a transaction submitted to the Bank in an amount exceeding the main transactional limit on the account set by the Account Holder, the Bank is obliged to respect the main transactional limit on the account set by the Account Holder.
19. The Bank distinguishes for the respective Authorised Person:
- The main transactional limit of the account defined by the Account Holder, which has been agreed in the Contract and its Annexes (Authorization).
  - The limits, which are set for the authorization devices and had been defined by the Authorised Person in the Agreement.
  - The limits, which are set for the authorization devices and had been defined in the Treaty of distance contracts only if the Account Holder is also the Authorised Person.
20. The Authorised Person who has concluded the Agreement with the Bank and was assigned the 8-digit IPPID, may submit a request for the daily and weekly limit for transactions, which is the sum of values of all transactions submitted to the Bank through the selected Service, whereas the limit refers to all the accounts made available to the Authorised Person through the Services:
- a) The Moja ČSOB service with the SMS key, the maximum daily limit of EUR 50 000, and the maximum weekly limit of EUR 100 000;
  - b) ČSOB SmartBanking - the daily limit is EUR 10 000 and the weekly limit is EUR 17 000 - without the possibility of their change.
- The values of transactions submitted to the Bank using the Moja ČSOB Service with the SMS key and the ČSOB SmartBanking Service are counted separately (the limit is valid for this basic Service and the supplementary Service separately).
- The daily/weekly limit on the authorization device does not apply to the transactions submitted to the Bank using the Moja ČSOB Service with the Token DP270 or the Token for mobile.
21. The Authorised Person who has concluded the Agreement with the Bank and has the 8-digit IPPID, may set a unrestricted limit for the individual transaction submitted to the Bank using the Moja ČSOB Service with the Token DP270 or with the Token for mobile.
22. The Account Holder, who is also the Authorised Person and electronically signed with the Bank the Treaty of distance contracts, has an unrestricted transactional limit, which is automatically pre-set for own accounts and has defined the authorisation device, which is the SMS key. For the Moja ČSOB Service with the SMS key has defined the daily limit of 10 000 EUR and the weekly limit of 17 000 EUR. The Account Holder may visit the branch of the Bank at any time and to make changes for the authorisation devices and limits. The Account Holder may also define other Authorised Persons, who may dispose with the accounts of the Account Holder.
23. The following special conditions shall apply to the products Detský účet (Children's account) and Študentský účet (Student's account):
- a) in the accounts owned by an Account Holder under 18 years of age, only the minor Account Holder and his/her legal representatives (or a guardian appointed by court) may be appointed as the Authorised Persons;

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



- b) in the accounts owned by an Account Holder under 15 years of age all Authorised Persons, including the Account Holder, may have solely passive access to the account (the main transactional limit of 0 EUR on the account);
  - c) in the accounts owned by the Account Holder between 15 and 18 years of age, the Account Holder may have active access (the main transactional limit of the account is fixed by the legal representative or by the guardian appointed by court);
  - d) the Authorised Person under 18 years of age may electronically dispose of his/ her own account only and such the Authorized Person may also use the Moja ČSOB Service. But they may use the supplementary ČSOB SmartBanking Service and ČSOB API (PSD2).
24. The transfers between the accounts of one Account Holder, which are kept in the Bank and sent via the Services are not subject to limits defined in paragraphs 18-23 if this concerns a transfer from the Account Holder's saving account to the Account Holder's current account.
25. Services are provided in Slovak language. The Bank is authorized to provide the selected Services or their individual functionalities also in English language.

### Identification and authentication of the Client - Authorised Person

26. The Authorised Person in the Service:

a) Moja ČSOB

- authorises the Instructions by the SMS key sent by SMS is identified by the Identification number and authenticated by PIN (for the Identification number) and the SMS key. The message with Authorisation or Authentication code is sent to the mobile telephone number, which the Authorised Person defines by himself/herself at the moment of signing the Agreement or by the electronically signed the Treaty of distance contracts.
- authorises the Instructions via the Token DP270 or the Token for mobile shall be identified by the Identification number and authenticated by entering PIN (for the Identification number) and the single Authentication code, which is generated by the Token DP270 or the Token for mobile.

b) ČSOB SmartBanking

- is identified via mobile equipment with installed and activated application for the ČSOB SmartBanking Service by entering PIN code (for the Identification number). Every Instruction of the Client includes the Identification number and it is authorised by entering PIN code (for the Identification number). The Identification number is saved in encrypted form in the application and it does not need to be entered repeatedly.

27. After the unsuccessful authentication attempt:

- a) for the fifth consecutive time for the Moja ČSOB Service, i.e. by means of an Identification number and PIN (for the Identification number) with an incorrect **PIN** for this Identification number or
- b) after the fifth consecutive unsuccessful authentication attempt for the ČSOB SmartBanking Service, i.e. when a **PIN** (for the Identification number) is entered incorrectly, the respective Authorised Person's access to all Services shall be blocked.

In order to unblock access, the Authorised Person is required to either visit a branch of the Bank in person or to authorise a representative to do so in accordance with the applicable provisions of the Bank's GBC. The Client as the Authorised Person may ask by phone, after performing Authentication, unblock the Identification number (IPPID) via the EB Helpdesk. The Bank rejects a telephone request of the Client as the Authorised Person to unblock IPPID, if the Bank has made the last request of the Client for unblocking IPPID on the day (D) or the previous business

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



day (D-1) after the current request of the Client to unblock IPPID and recommends the Client a personal visit of any branch of the Bank, in which the Bank unblocks IPPID.

28. The authorization device and also entry into following Services shall be blocked:

- into the Moja ČSOB Service using the 8-digit Identification number, PIN (for the Identification number) and the SMS key, or the Token DP270 or the Token for mobile in the following cases:
  - a) following five consecutive unsuccessful attempts to authenticate the Authorised Person's identity in the Moja ČSOB Service (the 8-digit IPPID) using the SMS key, the Token DP270 or the Token for mobile, i.e. by means of the Identification number, PIN (for the Identification number) and the incorrectly entered **authentication code** or
  - b) following five consecutive unsuccessful attempts to enter the **authorisation code** during authorisation.

The ČSOB SmartBanking Service will be also unavailable in case of blocking of the IPPID to the Moja ČSOB Service . Where the Token for mobile is concerned, the authorisation/ authentication code is generated on the basis of the log-in data – i.e. if the Password for Token for mobile is entered incorrectly, an incorrect authorisation/ authentication code will be generated.

In order to unblock the authorisation device, the Authorised Person is required to either:

- visit the branch of the Bank in person or
- authorise in writing a representative to do so in accordance with the GBC or
- the Client as the Authorised Person may ask by phone , after performing Authentication, unblock the SMS key the EB Helpdesk. The Bank rejects a telephone request of the Client as the Authorised Person to unblock the SMS key, if the Bank has made the last request of the Client for unblocking the SMS key on the day (D) or the previous business day (D-1) after the current request of the Client to unblock the SMS key and recommends the Client a personal visit of any branch of the Bank, in which the Bank unblocks the SMS key.

29. If during the activation an incorrect **Activation Code for the ČSOB SmartBanking Service** is entered five consecutive times, access to the Moja ČSOB Service with the SMS key, the Token DP270 or the Token for mobile will be blocked.

30. Blocked hardware:

Token DP270: If the **PIN for the Token DP270** is entered incorrectly five consecutive times, the Token DP270 will be blocked (other Services, if they have been activated by the Authorised Person, will remain available). The Token DP270 may be unblocked on the basis of the Authentication of the Authorised Person via EB Helpdesk, and subsequently by choosing the function Unblock Token DP270. Detailed instructions are given on [www.csob.sk](http://www.csob.sk). The unblocking process is possible repeat for all the time use the Token maximum of three times, then the Token DP270 will be blocked definitely.

### Rights, obligations and responsibilities of the Client

31. The Client is required to use the Services or instruments for communication to the Services in accordance with the Terms and Conditions and manuals for the Services and follow the procedures they lay down, in particular with regard to ensuring that no other person learns the security information. The Client 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 .

32. If the Client :

- a) forgets their security information, the Client is obliged to set new security information (if this is possible) or visit a branch of the Bank where it is possible to set new security information;



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



- b) becomes aware of the loss or theft of security information/ equipment for communication with the Services (e.g. the mobile telephone/ mobile equipment, etc.), or becomes aware that their security information is known to an unauthorised person, he or she must report this to the Bank immediately, either in person at a Bank's branch or by telephone via the EB Helpdesk, where the Client advisor, based on the agreement with the Client, will block the Client's access to the Services and agree with the Client on further measures to be taken, or will deactivate the ČSOB SmartBanking Service. If the Client notifies the Bank by telephone, it will be unable, for technical reasons, to provide proof that access to the Services has been blocked. The Bank will take all reasonable measures to prevent further use of the Services, even in cases where the Client - has committed gross negligence or fraud. The Client is required to provide the Bank with all possible cooperation in corrective measures that the Bank may propose. If the Client does not accept the proposed measures, the Bank shall not be liable for any damage that the Client incurs thereby;
  - c) becomes aware of a transaction not executed due to their Instruction, errors or other discrepancies in the management of the account for which the Services are provided, the Client is required to notify the Bank by visiting a branch in person or by telephone to a Client advisor via EB Helpdesk.
33. 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 Services (e.g. the mobile telephone, etc.), until the moment when such a loss or theft is reported pursuant to these Terms and Conditions.
34. From the moment of the Client has notified the Bank of the loss, theft, error or other irregularity in accordance with the obligation as referred to in points 32 hereof, the Client will bear no liability for damages resulting from the loss or theft of their security information or equipment for communication with Services, except in cases where the Client acts in a fraudulent manner.
35. 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 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.
36. 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 a Bank branch).

### **Rights, obligations and responsibilities of the Bank**

37. The Bank will hand over the selected equipment for communication with the Services and security information and equipment only to the relevant Authorised Person.
38. On receiving a notification of matters as referred to in points 33 above the Bank will take all measures necessary to prevent further use of the Services even in cases where the Client has committed gross negligence or fraud.
39. 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) transactions executed without the Client's Instruction. The Bank shall not be liable in the event when the Client acts in contravention of the provisions of these Terms and Conditions, in particular in contravention of the Client's obligations as referred to in points 31 to 36 hereof.
40. In the situations listed in point 39, the Bank shall proceed in accordance with the current GBC.

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



41. The provisions of point 39 shall not apply if the Bank shows that the Client has breached the obligations stated in these Terms and Conditions.
42. In electronic communications via the Services, the Bank will accept only information that is complete, satisfies the prescribed format, and is authorised in the manner required for the selected Service. 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 instruction under these Terms and Conditions, the GBC or other contractually agreed terms and conditions relating to the provision of other Bank's products and services, where there are insufficient funds in the Account Holder's accounts to the debit of which the Instructions are to be executed, as well as where the Account Holder's accounts are blocked.
43. The Bank shall not be liable for any damage incurred as a result of submitting incorrect or duplicate data (transactions) to the Bank via the Services, unless the damage has been incurred through the breach of obligations on the side of the Bank.
44. The Bank shall not be liable for the non-execution of a transaction or where it is impossible to use or access the Services due to direct or indirect causes outside the control 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.). The Bank shall not be liable for any damage incurred by the Client in consequence of the impossibility to make use of the Services, unless the impossibility to use the Services has been caused by force majeure.
45. The Bank is entitled to charge fees for the use of the Services in the amount according to the Bank's current Table of Charges, to the detriment of the Account Holder's account, with the exception of:
- the fees for the sending of "Supplementary Information" provided as part of the Moja ČSOB Service (Notifications),

which will be debited from the account designated by the Authorised Person, and which may be the Authorised Person's or Account Holder's account.

- The fees for sending of information regarding "Payment card transactions" will be debited to the detriment of the Account Holder's account for which the payment card has been issued.

All types and costs of fees that may be charged to the Account Holder in relation to the use of the Services, are listed in the Bank's Table of Charges, using the part of Bank's Table of Charges that applies to the type of Account, specified by the Authorized Person as a fee account. 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).

46. 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).
47. The Bank is authorised to block the Client's access to the Services provided:
- a) for reasons related to security 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 Bank arises from a generally binding legal regulation.

If possible, the Bank will notify the Client forthwith of blocking their access to the Services and of further procedure. If in the case of blocking of the Identification number the relevant Client is still interested in using the Services, the Client will be required to visit any Bank's branch in person and to declare in writing their consent to the Identification number change. The eventual change of the Identification number of the Authorised Person does not affect the validity of the Contract and annexes thereto, in which the Identification number is specified. The Authorised Person who is not the Account Holder is obliged to advise the Account Holder of the Identification number

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



change. If the Bank comes to a conclusion that blocking of the Identification number is unsubstantiated and not necessary in order to protect the Client's rights in using Services, it is entitled to cancel the already implemented blocking of the Client's access to the provided Services unilaterally without the Client's consent.

48. The Bank is entitled to unilaterally change the scope of the Services it provides in line with its commercial policy and also to make changes for the modernisation of Services. The Bank will inform the Client of any changes by making available information on the changes in the scope of the Services on [www.csob.sk](http://www.csob.sk) no later than two months before the changes enter into effect, unless legislation in force in Slovakia that is applicable to the Bank requires another notice period. If the Client declares their disagreement with the change and no agreement is reached, the Client will be entitled to terminate, free of charge, their relations with the Bank by notice with immediate effect.

### Security

49. 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.
50. SMS messages and advice set via e-mail are not electronically signed or encrypted.
51. Given the specific nature of the Services, the Bank is entitled to archive individual requests that are made by phone or through the requests submitted via the Internet, and this in the form of audio recordings, copies of sent SMS messages or copies of requests sent via the Internet. Audio recording, SMS messages and records of requests via the Internet 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 (hereinafter referred to as the "Act on Banks"). The Bank carries out archiving for a sufficient time to allow transactions to be recalled and errors to be corrected.
52. The stated records may be used to protect the legitimate interests of the Bank as evidence in any judicial or other official proceedings.
53. The Authorised Person, after having been assigned the authentication and authorization elements, is required to carry out all appropriate actions to ensure their protection. Following actions are mainly considered to be the appropriate actions:
- a) to prevent any disclosure or access of authentication and authorization elements to other persons;
  - b) PIN codes and passwords cannot be written or disclosed to other persons (not even to employees of the Bank);
  - c) to use properly licensed anti-virus and anti-spyware software with the latest updates;
  - d) not to use public or unknown computers;
  - e) to properly log out after finishing work with the Service.

### Time limits

54. The Bank generally accepts instructions from Clients submitted via the Services 24 hours a day, 7 days a week and 365 days a year.
55. 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).
56. The Client may not cancel a payment order on the payment date. Payment order with future payment dates ordered using the Services can be cancelled using the selected Services no later than on the day before its payment date by in compliance with the document's provisions Periods.

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



## Statements and complaints

57. The Bank and the Client agree that any legal relations related to filing and settlement of any Client's complaints and claims associated with correctness and quality of the Services provided will be governed by the Bank's Complaints Rules.
58. The Client is authorised to exercise the complaint by submitting a written request at a Bank's branch or by telephoning via EB Helpdesk (telephone number 0850 111 777 from Slovakia or +421 2 5966 8844 from abroad, which the Client chooses in the menu of automated voice-operated service), or by e-mail EB Helpdesk address ([helpdeskEB@csob.sk](mailto:helpdeskEB@csob.sk)).
59. The Account Holder will be informed of transactions on their account by way of a Bank statement in paper form or, following an agreement between the Bank and the Account Holder, in electronic form. Requests for account statements to be made available in electronic format, or to change the account statement from the paper to the electronic format can only be made by the Account Holder and must be made using the paper form at the Bank's branch or electronically via the Services (if the Service and the account or the product concerned enables this). The Account Holder may only apply for the change of statement from the electronic to the paper form in writing at the Bank's branch. The Account Holder is entitled to passive access to the statements of his or her asset account established under a General Investment Agreement.
60. The Bank shall provide accounts statements for the Account Holder's accounts electronically via the Moja ČSOB Service application. By default, the Bank shall provide account statements in PDF format, in Slovak language at monthly intervals, unless it is agreed otherwise and account statement in PAD format once in the year.
61. If the Account Holder and the Bank agree that account statements will be provided electronically, the electronic account statement will automatically be available to all Authorised Persons authorised by the Account Holder to dispose of funds on the Account Holder's account. The Authorised Person will also have access to information via the account history. The selected Services can also be used to find out the account balance.
62. Immediately on receiving an account statement, the Client is required to verify the sequence of posting, the accuracy of the balance of the account and the accuracy of transactions executed on the basis of the Instruction. If the Client finds any discrepancies in the posting or non-posting of the Instruction, the Client is obliged to immediately notify the discrepancy and submit a request for correction in accordance with points 57-61 of these Terms and Conditions.

## Final provisions

63. 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 Authorised Person is the correspondence address determined by the Authorised Person. The Account Holder 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.
64. With effect from 08.01.2020 the Bank will terminate the ČSOB Internetbanking 24 Service and from 01.01.2020 the ČSOB Linka 24 Service and the supplementary Service Info 24 (Notification) standard for all Clients. Notifications set up via the Info 24 Service set so far are not canceled and will continue to be sent by the Bank until the Authorised Person can cancel them via the Moja ČSOB Service.
65. The mutual rights and obligations of the Bank and the Client, which are not governed by the Contract or the Agreement or the Framework Distance Agreement or the Treaty of distance contracts or these Terms and Conditions are governed by the GBC.



## **TERMS AND CONDITIONS FOR PROVISION OF THE ČSOB ELECTRONIC BANKING SERVICES**

66. These Terms and Conditions shall replace the Terms and Conditions for provision of the ČSOB Electronic banking Services dated 01.07.2019.
67. These Terms and Conditions will enter into force and effect on 01.01.2020.