

# SPECIAL ARRANGEMENTS FOR THE CONCLUSION OF DISTANCE CONTRACTS

## BETWEEN MEMBERS OF THE ČSOB FINANCIAL GROUP AND THE CLIENT VIA MEANS OF DISTANCE COMMUNICATION



### Introductory provisions

Československá obchodná banka, a.s. ("**Bank**"), ČSOB stavebná sporiteľňa, a.s.; ČSOB Poist'ovňa, a.s. a ČSOB Leasing, a.s. ("**ČSOB**" or "**Members of the FG**") issue these Special Arrangements for the Conclusion of Distance Contracts between the Members of the FG and the Client using means of distance communication ("**Terms and Conditions**") in accordance with Section 273 of Act No 513/1991, the Commercial Code, as amended ("**Commercial Code**"). The content of these Special Arrangements defines the rights and obligations of the parties in the online purchase of selected products and services of the FG through the Bank's electronic banking services, if the client has concluded with ČSOB a Distance Framework Agreement or an Agreement on the Conclusion of Distance Contracts or a Client Agreement ("**Distance Agreement**").

Unless a Member of the FG and the Client agree otherwise, relations between them will be governed by the law of the Slovak Republic.

### Definitions

1. **A timestamp** confirms the existence of an electronic document at a certain time. It is attached to an electronic document as evidence that it really existed at a given time in a given form in accordance with the requirements Regulation of the European Parliament and of the Council (EU) number 910/2014 about electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93 / ES ("**eIDAS Regulation**").
2. **Electronic seal** means an electronic seal made in accordance with the provisions of the eIDAS Regulation and Act no. 272/2016 Coll. on trusted services as amended.
3. **Electronic signature** means an electronic signature prepared in accordance with the provisions of the eIDAS Regulation and Act no. 272/2016 Coll. on trusted services as amended, while the specific type of electronic signature of the Client depends on the technical solution used in the ELB Service.
4. 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 the 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.
5. **Client Agreement** means an agreement concluded between the Bank / ČSOB and the Client on the provision of the ELB Service.
6. **Insurance contract** means a Product contract concluded between ČSOB Poist'ovňa and the Client in the area of life insurance or non-life insurance or supplementary pension savings.
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 and 21) of these SA exclusively using means of distance communication in accordance with the applicable provisions of

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Act No 266/2005 on consumer protection in distance financial services and amending certain acts, including the Insurance Contract.

8. **ELB Terms and Conditions** means the Terms and Conditions for the Provision of ČSOB Electronic Banking Services, which are published on the website [www.csob.sk](http://www.csob.sk). The Bank assigns ELB Services and security features to the Client on the basis of special contractual relationships that enable the Client to use the ELB Services and security features under the conditions defined in the relevant agreements and documents, in the Agreement and / or in the Distance Agreement and in these Terms and Conditions.
9. **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 products and services, especially through ELB services in the sense of § 2 letter e) of the Act on Distance Financial Services.
10. **Frame Distance agreement** means a framework agreement concluded between the Client and ČSOB members regulating the method of concluding distance contracts by the Client by means of long-distance communication.
11. **ČSOB Electronic Banking Services ("Services")** permit Clients to access a selection of the Bank's products and services and may conclude ČSOB Product contracts. Use of the Services is equivalent to written communication.

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

Basic Service:

- a) Moja ČSOB

Supplementary Services:

- a) ČSOB SmartBanking
- b) ČSOB API (PSD2)

Details on individual ELB Services are set out in the ELB Terms and Conditions.

12. **Agreement** means the Client Agreement or the Agreement on the provision of the ELB service.
13. **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").
14. **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.
15. **Contracts and documents** - a special part (electronic mailbox or folder) within the ELB Service, intended for delivery and storage of contractual documentation and other documents, similar and contractual relations between the Bank and the Client in the form of a durable medium.
16. **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.

### Conclusion of Agreements via Means of Distance Communication

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17. Distance contracts concludes the Client for an indefinite period, unless the nature of the relevant Distance Contract provides otherwise. The Agreement and the Product Agreement enter into force and effect when the Client gives an expression of consent for their conclusion via means of distance communication and the subsequent signature of the relevant ČSOB member. If a Product Agreement is concluded by two or more Clients, the relevant ČSOB member shall enter into a Product Agreement by signing it only after the expression of each Client's consent to the conclusion of such Product Agreement by means of long-distance communication. The relevant ČSOB member will inform the Client about the entry into force and effectiveness of the Agreement and / or the Product Agreement in a special message.
18. The Client has the right to withdraw from the Agreement and the Product Agreement without a contractual penalty and without specifying a reason up to 14 calendar days from conclusion or the moment of fulfilment of the information duties of the Member of the FG under the applicable provisions of the Act on Distance Financial Services. The period for withdrawal from the Product Agreement is extended to 30 calendar days in the case of insurance contracts in the area of life insurance and supplementary pension savings. In the case of insurance contracts in the area of life insurance, the period for withdrawal from the Product Agreement begins to run from the day when the Client is informed of the conclusion of the Product Agreement. In the case of Product Agreements for the provision of financial services in the area of supplementary pension savings, the period for withdrawal from the Product Agreement begins to run from the conclusion of the Product Agreement or the moment of the fulfilment of the information duties of the Member of the FG under the applicable provisions of the Act on Distance Financial Services.
19. The right to withdraw from a Product Agreement without paying a contractual penalty and without giving a reason does not apply to:
  - a) a financial service whose price depends on changes in the financial market, which the service provider cannot influence and which may occur during the period for withdrawal from the Product Agreement, in particular financial services relating to operations with funds in foreign currency (foreign exchange transactions), money market instruments, transferable securities, units or other securities issued by collective investment undertakings, futures contracts including equivalent instruments settled in cash, forward rate agreements (FRA), shares, interest and currency swaps, options to purchase or sell any instruments including equivalent instruments settled in cash,
  - b) an insurance contract on the insurance of travellers and luggage or other insurance contracts concluded for a period of less than one month,
  - c) Product Agreement where the financial service is completed at the consumer's express request before the consumer exercises their right to withdraw from the Product Agreement.
20. The Client is obliged to deliver the termination of the Contracts or withdrawal from the Distance Contract and / or the Product Contract in person to the branch of the ČSOB member with which he had concluded the relevant Contract, the Distance Contract or the Product Contract or send it in writing by post to the ČSOB member address concluded the relevant Agreement or Product Agreement. Withdrawal from the Agreement or the Product Agreement shall take effect on the day of its delivery according to the previous sentence.

**Method and Conditions for Concluding Contracts via Means of Distance Communication and their Archiving**

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21. The Services must be set up before the agreements can be concluded via means of distance communication.
22. Contracts will be signed for the Bank for the Client by an electronic signature. The electronic signatures contain information that unambiguously authenticates the Client and the Bank as the signatories and parties to the legal act.
- The immutability of the text of the contractual documentation is guaranteed by the Bank's Electronic Seal and the Time Stamp. The Contractual documentation signed in this way will be available to the Client in the form of a record on a durable medium within the ELB Service, part of the Contract and documents.

**Final Provisions**

23. Complaints are governed by the Complaints Rules, which are available in all business premises of the Members of the FG and are published on the website of the FG.
24. Cancellation of ELB Services does not affect the validity and effectiveness of contractual relations established using the signing method specified herein and they remain valid. By cancelling ELB Services, the Client loses the ability to log in to the private part of the Moja ČSOB ELB service.
25. The FG publishes the SA on the website of the FG and makes them available at business premises of the Members of the FG. The SA establish the rights and duties of the Parties until the final settlement of their mutual relations.
26. The FG can amend the SA by making information about the amendment available in the business premises of the FG open to the public, by publishing it on the website of the FG ([www.csob.sk](http://www.csob.sk)) and by sending a special written notice to consumers no later than one month before the proposed effective date of the amendment in question, unless applicable legislation of the Slovak Republic stipulates a longer or shorter notice period.

If a consumer does not give written notice that they do not accept the changes before the proposed effective date, the amendment of the SA will become binding. If a consumer does not agree with the amendment, they are entitled to immediately terminate their contractual relationship with the FG without charge. This right must be exercised before the proposed effective date of the changes. If the right to immediate termination of contractual relationships is exercised, the any receivables of the Parties become payable immediately and will be settled in accordance with applicable legislation. If a consumer does not agree with the proposed changes in the contractual relationship but does not terminate the contractual relationship before the proposed effective date of the changes, the contractual relationship will be governed by the amended wording of the SA. For a non-consumer, the changes in the SA become binding from their proposed effective date. A change in contractual documentation that does not change the rights and obligations of the Parties and expresses only legislative and technical changes is not considered to be an amendment and in such cases the FG does not have the special obligation relating to the notification of unilateral changes and the Client does not have the right to immediate termination of the contract without charge.

27. These SA replace the SA of 01/07/2021 and enter into force and effect from 01/06/2022.

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