

Opening provisions

This Personalised Marketing Agreement (the **Agreement**) shall set out terms on which ČSOB provides personalised marketing services described herein to its clients. This Agreement is validly incorporated into a client contract, or the client may enter into it separately in ČSOB SmartBanking mobile app, Moja ČSOB app or other ČSOB app (the **App**); however, it shall only take effect, and any performance is made under it, if the client shows interest in such services through the App or ČSOB web interface (the **activation**). This Agreement is made, on the part of ČSOB, and the services referred to here are provided jointly by Československá obchodná banka, a.s., ČSOB Poist'ovňa, a.s. and ČSOB Leasing, a.s. (collectively or individually as **ČSOB** or **ČSOB Group**). This shall be without prejudice to the position of Československá obchodná banka, a.s. as App operator.

The client is under no obligation to activate this Agreement. The client may deactivate this Agreement at any time, upon which the Agreement shall lose effect; this Agreement may be reactivated again.

This Agreement shall be governed by Slovak law, and the jurisdiction of Slovak courts of law is agreed.

1. What does this Agreement cover?

If a client enters into this Agreement or activates a valid Agreement, he will receive from ČSOB personalised services for direct marketing purposes as are detailed in Clause 2 (**personalised marketing messages**) and Clause 3 (**Kate Coin**) of this Agreement (the **Services**). This Agreement and client preferences enable ČSOB to approach the client in an appropriate manner, in appropriate time and with relevant content. This Agreement shall set out the terms for personalised services for direct marketing purposes. Included in the Services are also App interface and functionality through which the Services are managed and provided. The Services are information society services as defined by Act no. 22/2004 Coll. on electronic commerce.

The Services are provided jointly and cannot be provided separately. The Services are free of any charge, and the client will not be charged any fee at any point of using Services.

A pre-requisite for the provision of Services and for the exercise of rights and performance of obligations hereunder is the processing of personal data and such other information that is available to ČSOB about the client including profiling using such data. It is also mandatory for the provision of Services that the client receive electronic communication for direct marketing services.

More information about personal data processing, client rights and exercise of such rights is made available by ČSOB in the [Privacy Memorandum](#) and in special [Privacy Policy for ČSOB Mobile Apps](#), which are published on www.csob.sk website and available in each ČSOB's place of business.

The Services are provided by ČSOB only from taking of effect of this Agreement, where this Agreement shall take effect only when it is activated by the client. In the event of non-activation of this Agreement or later deactivation of effects of this Agreement by the Client, ČSOB will conduct marketing communication at a routine level, i.e. in restricted scope of personal data processing in accordance with the terms set out in [Privacy Memorandum](#) and [Privacy Policy for ČSOB Mobile Apps](#).

The Services under this Agreement may be used only by a ČSOB client who is a natural person at least 18 years of age, with full legal capacity, resident in the Slovak Republic and who at the same time uses the App. The Services cannot be used without the App. The Services related to Kate Coin (as defined below) cannot be used in full without a client current EUR account kept with ČSOB. Corporate or business accounts and transactions shall be excluded from the Services.



2. Personalised marketing messages

If the client activates this Agreement, ČSOB will deliver to him, from such activation and on terms of this Agreement, personalised marketing messages tailored to his preferences.

At the personalised level of Services, ČSOB uses more exact methods (as compared to routine level) for client needs identification to better tailor the offer to client needs.

ČSOB shall inform the client through personalised marketing messages about the financial products offered by individual ČSOB members (such as loans, deposits, credit cards, insurance and lease products), third-party non-financial products / services that ČSOB enables the client to purchase through supplementary service SmartServices+ (such as, purchase of train tickets, parking, loyalty cards, etc.) if relevant for the client, as well as about the products and services of carefully selected business partners (third parties) cooperating with ČSOB that are listed on www.csob.sk website.

On terms set out in the [Privacy Memorandum](#), the Client may choose marketing preferences using choice of channels for receipt of marketing messages. This is without any prejudice to display of Kate Coin offers inside the App.

The client acknowledges that even if this Agreement is a legal ground for the provision of Services and sending of personalised marketing communication by ČSOB (related to ČSOB Group and third parties), the individual ČSOB companies and/or third parties may have available other legal grounds for contact for data processing for the same or similar purposes. This Agreement is without prejudice to any prior consents granted by the client, whether to ČSOB or to third parties, nor does it prevent such processing in the absence of a consent or on other legal ground is allowed by law.

Kate Coin – reward scheme

2.1. Kate Coin – loyalty scheme in general

Kate Coins (**KTCs**) represent digital coins that may be spent solely in the environment of the App in which the client may earn a variety of custom-tailored benefits and discounts on products/services of ČSOB or ČSOB's business partners in time-limited offers.

KTCs neither represent the Euro nor any other currency, nor are they electronic money.

KTCs cannot be purchased nor transferred to another person. The client is not authorised to ask their exchange for money. ČSOB allocates KTCs to client subject to meeting the terms of specific offer/ campaign and of this Agreement.

Unless the client explicitly requests, in the App, to carry KTCs forward to the following calendar year or to have KTCs exchanged, ČSOB may decide to carry forward KTCs or to exchange unspent KTCs for euros that will be credited to the client in the following year to a current EUR account kept with ČSOB. The client normally receives at least 15 days' notice in App about the alternative to have KTCs carried forward to the following calendar year or to have them exchanged. Upon exchange, the value of one Kate Coin is equal to 1 euro, as a rule.

ČSOB shall reserve the right, for commercial, operating or other strategic reasons (such as, to measure campaign efficiency), to randomly select a 'control group' of clients who will not receive benefits or, as applicable, be allotted KTCs for the campaign in which KTCs might otherwise be allotted.

2.2. Kate Coin Wallet

Offers in which the client may earn and/or use KTCs are located in the "Kate Coin Wallet" section that may be accessed by clicking on Kate Coin icon directly in the App. This is an App interface that is activated /displayed upon activation of this Agreement. Kate Coin Wallet contains an overview of balance of Kate Coins earned and the ways in which they may be used in section "Earn" or "Spend". Each of these sections contains a number of alternatives for the purchase of products or services of ČSOB and its business partners. Kate Coin Wallet can be accessed only through the App.



The conditions for having access to Kate Coin Wallet include the entering into and activation of this Agreement and the entering into a Client Contract or contract on provision of electronic banking services and the opening of euro current account for the client with ČSOB.

2.3. How to earn KTCs

Kate Coin Wallet displays tabular information about KTCs earned and spent.

Conditions on which KTCs may be earned or spend to receive an award are described in Kate Coin Wallet in the part of specific offer or award, and may vary, of which the client has received a prior notice in the App. Relevant information is, at all times, that displayed in Kate Coin Wallet at the moment of relevant activity towards earning KTCs. Where, in order to earn KTCs, the Client is required to make payment within a set period of time (such as, by purchasing goods/services in a time-limited offer), the date relevant for compliance with terms is the date when the Client gave approval with the payment.

Where a purchase at one of ČSOB's business partners is required to earn KTCs, the payment for such purchase must be made using one of the ČSOB's non-cash payment methods defined in the specific offer.

Unless Kate Coin Wallet indicates otherwise, the set amount of KTCs is allotted only once (on a one-off basis, for the first activity within the same offer).

If the client deactivates the Agreement, he will not be authorised to spend KTCs earned. ČSOB shall be entitled to cancel KTCs from client's Kate Coin Wallet, for no compensation or replacement, after 12 months expire from deactivation of the Agreement.

2.4. How to spend KTCs

KTCs may be used by the client to receive a discount on selected product and service, or to exchange KTCs, on set terms, for actual money that can be credited to client's ČSOB bank account (known as "**cashback**").

2.4.1. Discounts

Offers in Kate Coin Wallet may comprise also discounts, benefit or other advantages in the purchase of products or services of ČSOB or selected business partners.

However, the client must meet the conditions defined in the offer before it can use the discount or benefit. Conditions are described directly in the given offer in Kate Coin Wallet.

2.4.2. Cashback

Where cashback is the reward, the following shall apply: the client first pays ČSOB or participating business partner the full product/service price. Subsequently, ČSOB will remove from Kate Coin Wallet any KTCs spent, and will credit the corresponding amount of money by way of cashback to client's current EUR account kept with ČSOB. If the client holds more than one current accounts, ČSOB may make the credit to any of them.

Kate Coin Wallet always shows whether KTCs are spent (and cashback is earned) automatically in connection with the defined client activity, or whether the client needs to make an active request for such spend in Kate Coin Wallet.

If the client, at the time when cashback is due, has no euro current account opened with ČSOB, the client loses the cashback entitlement. Detailed conditions for earning a cashback are always displayed in Kate Coin Wallet.

If the conditions of given offer set that, to spend KTCs and earn cashback, that the purchase must be made through a specific link, the client must use such link.

3. Entering into, activation, amendments, deactivation and termination of Agreement

3.1. Entering into and activation of the Agreement

This Agreement is entered into for an indefinite period of time, and if it was not terminated by notice, it remains valid throughout validity of client's App access authorisations.

The client may enter into this Agreement together with the Client Contract or separately through the App.

This Agreement shall take effect on the date when it is activated.

If the Agreement was not activated, ČSOB does not use the Agreement as a legal ground to contact the client with marketing. This is without prejudice to other legal alternatives for such contact (such as, existing marketing consent or legitimate interest).

3.2. Amendments

ČSOB may amend this Agreement, and shall publish the amended version on its website. If such amended version is to apply also to Agreements entered into prior to the publication of such amended version because it is justified, for the achievement of the purpose of the Agreement, by a change in law or passing of new law, changes to interpretation and interpretation thereof or change to operating conditions for the performance of Services, ČSOB shall make such amended version of this Agreement available and inform the client through the App normally 15 days prior to such amendments coming into effect. The client may manifest that he does not agree with such amendments by deactivating the Agreement (this Agreement loses effect) or by terminating the Agreement by taking steps described herein.

3.3. Deactivation and termination

The client may, at any time, suspend the effect of an activated Agreement in the App (i.e., deactivate the Agreement). If the Agreement is deactivated, ČSOB stops processing and using client's personal data for direct marketing purposes and for the provision of Services on the legal ground of this Agreement.

This Agreement may be terminated by notice.

The client may terminate this Agreement by notice at any time and without giving any reason; notice period shall be 1 month that starts to run on the date on which the termination notice was delivered to ČSOB, the assumption for which is Agreement deactivation in the App. The Agreement then loses validity and effect also vis-à-vis the other ČSOB group members as at the date on which the notice period expired. Termination of this Agreement shall not affect the validity and duration of any other contracts then in effect between ČSOB and the client. This Agreement may be re-entered into and/or re-activated.

Any ČSOB group member shall be entitled to terminate this Agreement by notice even without giving a reason, where notice period is 1 month of delivery of termination notice to the client. In such case, the Agreement shall lose validity and effect also vis-à-vis the other ČSOB group members as at the date on which the notice period expired.

This Agreement shall expire automatically upon expiry of client's App access authorisations.

Upon termination of this Agreement:

(i) the client loses the right to use the Services, including KTCs, and the related obligations of ČSOB hereunder expire; and

(ii) ČSOB stops processing and using client's personal data for direct marketing purposes and for the provision of Services on the legal ground of this Agreement; this shall, however, be without prejudice to any retention periods related to client personal data that are set in unavoidable manner and information about which is given by ČSOB in the [Privacy Memorandum](#) and [Privacy Policy for ČSOB Mobile Apps](#).

4. Liability

ČSOB shall use reasonable means to ensure proper operation of KTCs and Kate Coin Wallet with as little restriction as possible. ČSOB does not guarantee an uninterrupted and continuous provision of KTC service. ČSOB shall not be held liable in the following cases:

- if any of Kate Coin Wallet functionalities is temporarily not available due to planned technical outages or unplanned outages that do not have long duration or breakdowns;
- if normal services are interrupted due to technical failures or network disruption that are outside ČSOB's immediate control;
- loss or damage due to failures in operation or security of client's device and/or internet connection.

If any of KTC activities must be cancelled, suspended or modified due to a force majeure event or due to event outside ČSOB's control (including, for example, reasons on the part of participating business partner), ČSOB is not liable for damage incurred.

ČSOB may restrict or interrupt the use of Kate Coin Wallet or App due to maintenance or improvement of services offered, without being liable for damage as a result of that. Where possible, ČSOB shall give to the client an advance notice of such restriction or interruption.

ČSOB only offers the Kate Coin Wallet service. ČSOB shall not be held liable for the products or services (and, in particular, for quality and security thereof) purchased as part of KTC / Kate Coin Wallet offer, nor in general

PERSONALISED MARKETING AGREEMENT



for the relationships between the client and participating ČSOB's business partners. ČSOB gives no warranty for products or services purchased from participating retailer through KTC offers.

The client shall enter into the contract directly with the participating retailer. CSOB does not act as a broker of this transaction. For that reason, any complaints concerning the participating retailer, or any complaints arising out of the relationship between the client and the participating retailer, must be addressed to the participating retailer directly.

6. Complaints

If there are any questions relating to this Agreement, Services or KTC, the clients may reach Customer Support at 02/59668844 or by e-mail at helpdesk@csob.sk. Complaints concerning Kate Coin Wallet balance must be made without any unnecessary delay after the client has found the irregularity; in each case, however, by the end of the second month following the month in which the matter complained about occurred (or should have occurred). [Complaint Procedure](#) shall apply accordingly to making and handling complaints.

7. Intellectual property

All intellectual property rights (or, in each case, the rights to grant the rights of use to the client) relating to Kate Coin Wallet or KTC, documentation, information, publications and data provided shall remain vested in CSOB. The client shall refrain from any and each infringement on such rights.

The client is herewith granted a person, non-exclusive, non-transferrable right to use the App to extent of Services used whilst this Agreement is in effect. Without CSOB's prior written approval, the client must not, in any case, disclose to third parties nor distribute, duplicate, copy, translate, process, compile or otherwise modify brand names, logos, software programs, documentation, publication, data or other elements of Kate Coin Wallet protected under intellectual property rights, whether directly or indirectly, freely or for consideration, in part or in full.