

# TERMS AND CONDITIONS OF DIGITIZED PAYMENT CARDS



Effective from 1 July 2023.

Československá obchodní banka, a. s., with its registered office at Praha 5, Radlická 333/150, Postal Code 150 57, Company ID No.: 00001350, incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B: XXXVI, insert 46 (hereinafter referred to as “**ČSOB**”), issues the following Terms and Conditions for Digitized Payment Cards (hereinafter referred to as “**Terms and Conditions**”) in compliance with the Civil Code and the Payment System Act.

## I. INTRODUCTORY PROVISIONS

1. The Terms and Conditions govern the digitization of Payment Cards (including prepaid Payment Cards provided in the electronic money mode) and the use of digitized Payment Cards through third party applications (e.g. Apple Pay<sup>1</sup>, Google Pay<sup>TM2</sup>, Garmin Pay) - hereinafter referred to as “**Application**”. For the purposes of the Terms and Conditions, Payment Cards also include selected meal vouchers and benefit cards. The selected Payment Cards can be digitized in accordance with the procedure set out by the Application Provider and these Terms and Conditions, i.e. by adding to the Application running in a mobile equipment of the Cardholder, i.e. the person, to whom the Payment Card has been issued and who has been using it on a daily basis and will subsequently use it for the contactless payments using the NFC technology, online payments and cash withdrawals at selected ATMs. Applications may also enable other functionalities, such as displaying payment transactions initiated via digitised Payment Cards. The Cardholder can also initiate the digitization of the Payment Card in the Application via ČSOB applications (e.g. Smart).
2. Terms with initial capital letters shall have the meanings defined in these Terms and Conditions, the Payment Card Terms and Conditions or the relevant Prepaid Payment Card Terms and Conditions (the Payment Card Terms and Conditions and the relevant Prepaid Payment Card Terms and Conditions are hereinafter collectively referred to as “**Card Terms and Conditions**”).
3. Issues not covered by the Terms and Conditions shall be governed by the Card Terms and Conditions (unless agreed in the Terms and Conditions otherwise and if their nature permits so, the provisions of the Card Terms and Conditions governing the Payment Card shall apply to the digitized Payment Card). In an event of any conflict between the Terms and Conditions and the Card Terms and Conditions, the Terms and Conditions shall prevail.
4. The Terms and Conditions become part of the Agreement between ČSOB and the Cardholder at the moment of their approval within the Payment Card digitization process.
5. The digitization of the Payment Card and its use via the Application is also subject to acceptance of the Terms and Conditions of a particular Application provider.
6. The functionality of the Application and the manner of its use are governed in the terms and conditions of the Application provider.

## II. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The list of Payment Cards allowing for the digitization via individual Applications and the conditions for their digitization (e.g. requirements for a mobile equipment operating system) and use are available at [www.csob.cz/karty](http://www.csob.cz/karty) or at a particular service website of the prepaid card, meal voucher or benefit Payment Card (for the address of the particular website for each type of prepaid Payment Card see the card carrier) - hereinafter referred to as “**Website**”.
2. Only a Cardholder who has reached the minimum age required by the terms and conditions of the relevant Application provider and, if no minimum age is specified, a Cardholder over 13 years of age is entitled to digitize the Payment Card.
3. ČSOB is neither an Application provider nor the holder of any rights to them (in particular intellectual property rights) and is not responsible for their functionality and any defects.

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<sup>1</sup> Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries.

<sup>2</sup> Google Pay is a trademark of Google LLC.

4. In addition to the obligations agreed for the purpose of protecting the Payment Card and its security elements in the Card Terms and Conditions, Cardholders also undertake to ensure the security of the digitized Payment Card:
  - to protect the mobile Equipment, through which the digitized Payment Card can be used (hereinafter referred to as “**Equipment**”) from a loss/theft/misuse;
  - not to allow another person to carry out payment transactions through the Equipment (Application);
  - to protect any and all security elements of the digitized Payment Card / Application / Equipment from any misuse;
  - to make sure when activating a biometric sensor (e.g. fingerprint reader) that only his/her biometric data are processed by the Equipment;
  - to make sure that the Equipment is equipped with:
    - an updated operating system (regular updates remove security flaws in the system that are not discovered earlier but only when it is used);
    - an updated Internet browser from a recommended SW specified at the Website;
    - a functional (permanently enabled) and updated antivirus software set to regular antivirus scanning of the Equipment (if the Equipment type allows so);
  - not to download and install any software in the Equipment that can be freely downloaded from the Internet if he/she cannot be completely sure that they are free of viruses or spyware, or that they come from a trustworthy source;
  - to install on the Equipment only such software from trusted sources or sources recommended by the Equipment manufacturer (e.g. Google Play and App Store<sup>3</sup>) and pay sufficient attention to any authorisations required by the installed software;
  - not to use the Application on any Equipment that has been subject to a “root” setting change (such changes may lead to a breach of the Equipment security, e.g. by worsening its resistance to malware);
  - to have the Equipment under permanent supervision and to use any and all possible precautions to prevent a third party from accessing the device (e.g. securing the Equipment by means of a login password);
  - to use only a data connection provided by the mobile network operator or a secure WiFi network;
  - to use exclusively an Equipment that is trustworthy and properly secured;
  - to get familiar with and to comply with security notices sent via electronic channels (e.g. Internet Banking).
5. Payment Cards of various Cardholders shall not be digitized via the same Equipment.
6. A particular Cardholder shall authorize the initiated Payment Transaction via a digitized Payment Card in the manner agreed in the terms and conditions of the particular Application (e.g. by entering a security code, using a fingerprint, facial recognition, etc.).
7. The validity of a digitized Payment Card is limited by the expiry date of the physical or virtual Payment Card, from which it has been derived (in an event it has been renewed or a replacement Payment Card has been issued, then the expiry date of the renewed/replacement Payment Card).
8. A Payment Card that has not been activated (except as described in the clause 9) cannot be digitized.
9. In an event a renewed/replacement physical or virtual Payment Card is issued thus replacing a Payment Card that has already been digitized, the digitized Payment Card remains fully functional regardless of whether the renewed/replacement Payment Card, to which it is linked, has been activated or not. The above does not apply to prepaid Payment Cards.
10. Removing a digitized Payment Card from the Application does not affect the validity and functionality of the physical or virtual Payment Card, from which it has been derived.
11. ČSOB is authorized to discontinue the support for the operation of digitized Payment Cards within any Application at any time following a prior publication at its Website.

### III. PERSONAL DATA PROTECTION

1. ČSOB processes the Cardholder’s personal data in the context of the negotiations leading to the conclusion and performance of the Agreement. For detailed information related to the personal data processing, as well as other information on the rights of a personal data person/entity related to the processing of his/her personal data, see the document called “Information on Personal Data Processing” available at

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<sup>3</sup>App Store is a trademark of Apple Inc., registered in the USA and other countries.

<https://www.csob.cz/portal/csob/ochrana-osobnich-udaju> and at the operation premises of ČSOB (hereinafter referred to as “**Information Memorandum**”). Personal data within the meaning of the Terms and Conditions will be processed for the period specified in the Information Memorandum.

2. After the Payment Card is inserted in the Application, the Cardholder enters the following data: the Payment Card number, the expiry date of the Payment Card and the CVV/CVC code of the Payment Card. The Application Provider supplements these data with data kept by him within the scope of the Cardholder's name, surname and address and subsequently sends them to ČSOB. After the terms and conditions of the Application provider are accepted by the Cardholder, ČSOB will forward all the above data to the relevant card transaction processor (e.g. SIA S.p.A.), which will check their basic parameters and returns them to ČSOB subject to approval. After performing its own data check with the cooperation of the card transaction processor, ČSOB sends a text message to the Cardholder containing the verification code, the entry of which in the Application is a prerequisite for the Payment Card digitization.
3. In relation to the use of the Application, the following personal data and details will be processed, in particular: name and surname, number, expiry date and CVV/CVC of the Payment Card for the purpose of the Payment Card digitization and displaying the history of payment transactions made with the Payment Card.
4. Pursuant to the Information Memorandum, ČSOB, as a Personal Data Controller, makes and keeps records of communications with Cardholders (phone calls, e-mails, online chat) for the purposes of servicing them and providing a good quality client service, in particular for dealing with their requests or suggestions. The records may also be used as evidence in the event of a dispute. Recording of phone calls by ČSOB is also required by some laws and regulations.
5. In order to ensure the operation of the Application, ČSOB is entitled to transmit information about payment transactions made through the Application to its provider. The use of such information by the Application provider is governed by the terms and conditions available at the provider's website.

#### IV. FINAL PROVISIONS

1. ČSOB is entitled to propose to the Cardholder an amendment to the Terms and Conditions in a reasonable scope and for the following reasons: (i) changes in legislation, its interpretation or changes in standards applicable to the banking market, (ii) a change in the situation on the financial markets or in the market for banking services, (iii) the development of market and risk indicators, including capital adequacy requirements, (iv) developments in technology and security of banking services, (v) optimising banking products and services, (vi) change in the commercial policy via Internet Banking, via e-mail or other reasonable method, at least 2 months before the date of its planned coming in effect. Within the same time limit, ČSOB will also publish the draft amendment at its website. ČSOB informs the Cardholder, who is a consumer, about saving the proposed draft amendment in the Internet Banking via e-mail or a text message.
2. Unless the Cardholder rejects the draft amendment to the Terms and Conditions by the date of its proposed effectiveness, the Cardholder shall be deemed to have accepted it; otherwise, the Cardholder shall have the right to terminate the Agreement on the basis of which the Cardholder accepted the Terms and Conditions free of charge and with immediate effect.
3. By derogation from the preceding paragraph, the parties agree that ČSOB is entitled to make an amendment that does not have a negative effect on the Cardholder with immediate effect. Such amendments may in particular concern:
  - amendments made solely for the benefit of the Cardholder;
  - amendments caused by the addition of a new service, which does not have any effect on the existing fees;
  - a change in the name of the service that does not affect the rights and obligations of the parties;
  - amendments made in an effort to increase the security of banking services or prompted by technological development;
  - modification of data of an informative nature.
4. ČSOB shall inform the Cardholder of the above amendments, as a rule, reasonable in advance by means of the Internet Banking, by publishing them at its Website or in any other appropriate manner.
5. The Cardholder/Account Holder may terminate the Agreement, under which he/she has accepted these Terms and Conditions by giving 1 month's notice to ČSOB; ČSOB may terminate this Agreement by giving 2 months' notice to the Cardholder and/or Account Holder.